

# REGULAR CALLED MEETING BOARD OF DIRECTORS

**Boardroom**

**August 2, 2022**

**5:30 p.m.**

## AGENDA

1. Call to Order Mayor Scott Byrd
2. Invocation
3. Approval of Board Minutes from July 19, 2022 – Mayor Byrd
4. Consideration for Approval for Traffic Signals on Pine St. – Gary Brinkley
5. Consideration for Utility Agreement for Engineering Services - Bypass – Gary Brinkley/David Green
6. Consideration for Agreement for Engineering Services - Bypass – Gary Brinkley/David Green
7. Consideration for Agreement for Engineering Services - Pine St. – Gary Brinkley/David Green
8. Consideration for Approval of ADEM Grant & WCAPDDI agreement for Haddock St. Drainage Project– Gary Brinkley
9. Consider Third School Resource Officer – Gary Brinkley/Chief Jackson
10. City Manager's Report – Gary Brinkley
11. Routine Business – Mayor Byrd
12. Adjournment – Mayor Byrd

**Regular Meeting:** Citizens speaking to the Board of Directors shall have a speaking time limit of **10 minutes**. The Board of Directors may ask follow up questions which may extend the time limit.

**Open Session Forum:** Speaking time limit is **5 minutes** a speaker may not yield his or her time to another speaker

**REGULAR CALLED MEETING  
BOARD OF DIRECTORS**

**Board Room**

**July 19, 2022**

**5:30 P.M.**

**MEMBERS:**

Taylor Chaney, *Ward 1 Director (absent)*  
Chris Porter, *Ward 2 Director (absent)*  
Keith Crews, *Ward 3 Director*  
Reo Cummings, *Ward 4 Director*  
Jason Jones, *Ward 5 Director*  
Roland Gosey, *Assistant Mayor*  
Scott Byrd, *Mayor*

**OTHERS:**

Gary Brinkley, *City Manager via telephone*  
Samantha Roybal, *City Clerk*

**CALL TO ORDER**

The Mayor called the meeting to order at 5:30 p.m.

The Mayor announced a quorum present tonight.

**INVOCATION**

Director Crews

**APPROVAL OF BOARD MINUTES FROM JULY 5, 2022**

A motion was made by Director Crews, seconded by Director Cummings to approve the minutes from the July 5, 2022 Board Meeting.

**The motion passed on a roll call vote and the vote was as follows:**

<b>Taylor Chaney</b>	<b>“Absent”</b>	<b>Roland Gosey</b>	<b>“Aye”</b>
<b>Chris Porter</b>	<b>“Absent”</b>	<b>Jason Jones</b>	<b>“Aye”</b>
<b>Reo Cummings</b>	<b>“Aye”</b>	<b>Mayor Byrd</b>	<b>“Aye”</b>
<b>Keith Crews</b>	<b>“Aye”</b>		

**CONSIDERATION OF RESOLUTION OF STATE TAX BACK PROGRAM**

Mr. Brinkley requested the Board approve the Resolution regarding the State Tax Back Program regarding the Hostess deal from the Arkansas Department of Economic Development.

A motion was made by Director Jones, seconded by Director Crews to approve the Resolution.

**The motion passed on a roll call vote and the vote was as follows:**

<b>Taylor Chaney</b>	<b>“Absent”</b>	<b>Roland Gosey</b>	<b>“Aye”</b>
<b>Chris Porter</b>	<b>“Absent”</b>	<b>Jason Jones</b>	<b>“Aye”</b>
<b>Reo Cummings</b>	<b>“Aye”</b>	<b>Mayor Byrd</b>	<b>“Aye”</b>
<b>Keith Crews</b>	<b>“Aye”</b>		

**CONSIDERATION OF BID REPAIRS AT N 8<sup>TH</sup> STREET & MH RUSSELL BRIDGES**

Bids were opened on July 19, 2022, at 10:00 a.m. only one bid was received from Southern State Construction for both projects. The estimate is \$125,000.00 for the campus street bridge over Millcreek and \$99,500.00 for the North 8<sup>th</sup> Street Bridge.

A motion was made by Director Crews seconded by Assistant Mayor Gosey to approve the bids from Southern State Construction for both projects one in the amount of \$125,000.00 for the bridge on MH Russell over Millcreek and the other one in the amount of \$99,500.00 for the North 8<sup>th</sup> Bridge.

**The motion passed on a roll call vote and the vote was as follows:**

<b>Taylor Chaney</b>	<b>“Absent”</b>	<b>Roland Gosey</b>	<b>“Aye”</b>
<b>Chris Porter</b>	<b>“Absent”</b>	<b>Jason Jones</b>	<b>“Aye”</b>
<b>Reo Cummings</b>	<b>“Aye”</b>	<b>Mayor Byrd</b>	<b>“Aye”</b>
<b>Keith Crews</b>	<b>“Aye”</b>		

**CONSIDERATION OF PROFESSIONAL ENGINEERING AGREEMENT FOR PINE STREE UTILITY RELOCATION**

Mr. Brinkley presented the Board with the Utility Agreement for Preliminary Engineering services between ArDOT and the City of Arkadelphia for Crist Engineers to design the water and sewer relocation for the Pine Street widening project for the cost of \$442,933.59

A motion was made by Director Jones seconded by Director Crews to approve the agreement with ArDOT and Crist Engineers in the amount of \$442,933.59 and to allow the City Manager to execute the agreement.

**The motion passed on a roll call vote and the vote was as follows:**

<b>Taylor Chaney</b>	<b>“Absent”</b>	<b>Roland Gosey</b>	<b>“Aye”</b>
<b>Chris Porter</b>	<b>“Absent”</b>	<b>Jason Jones</b>	<b>“Aye”</b>
<b>Reo Cummings</b>	<b>“Aye”</b>	<b>Mayor Byrd</b>	<b>“Aye”</b>
<b>Keith Crews</b>	<b>“Aye”</b>		

**CONSIDERATION OF BID FOR HENDERSON STREET DRAINAGE SYSTEM REBUILD**

Bids were opened July 12, 2022, on the Henderson Street drainage system rebuild. Two bids were received with the lowest qualified bidder being Township at the cost of \$339,300.00.

A motion was made by Director Crews seconded by Director Jones to approve the Bid from Township in the amount of \$339,300.00 allowing the city manager to sign all documents.

**The motion passed on a roll call vote and the vote was as follows:**

<b>Taylor Chaney</b>	<b>“Absent”</b>	<b>Roland Gosey</b>	<b>“Aye”</b>
<b>Chris Porter</b>	<b>“Absent”</b>	<b>Jason Jones</b>	<b>“Aye”</b>
<b>Reo Cummings</b>	<b>“Aye”</b>	<b>Mayor Byrd</b>	<b>“Aye”</b>
<b>Keith Crews</b>	<b>“Aye”</b>		

**ROUTINE BUSINESS**

**Taylor Chaney, Ward 1 – Absent.**

**Chris Porter, Ward 2 – Absent.**

**Keith Crews, Ward 3 – Nothing.**

**Reo Cummings, Ward 4 – Nothing.**

**Jason Jones, Ward 5 – Nothing.**

**Roland Gosey, Assistant Mayor – Nothing.**

**Scott Byrd, Mayor – Nothing.**

**City Managers Report** will be sent to the Board on July 22<sup>nd</sup> when the City Manager returns from vacation.

## ADJOURNMENT

There being no further business to discuss, Director Crews made the motion, seconded by Director Jones to adjourn. **The motion passed unanimously, and the meeting adjourned at 5:51 p.m.**

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Scott Byrd, Mayor

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Samantha Roybal, City Clerk

## ADDITIONAL ATTENDEES

Maria Fields-Chism  
David Green  
Lesley Galbraith  
Tiffany Burke  
Lewis A. Sheperd Jr.  
Joyce Johnson  
Nancy Hall  
DeAnna Graves



## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney  
**From:** Gary Brinkley, City Manager  
**Date:** July 28, 2022  
**Re:** ArDOT Traffic Control Device Agreement

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Attached please find an agreement with ArDOT for the Traffic Control Devices that will be installed or relocated along Pine Street with the widening of the street. This agreement states that once installed the city will provide electricity and maintenance on the traffic control device. We currently have agreements in place for all these lights. According to ArDOTs Brian Bettinardi, every time there is a change to a light, we are required to sign an updated agreement. There will be more to come.

This agreement, #1135, is for installing a traffic signal at the intersection of Hwy. 51 (Pine St.) & Professional Park Dr./Bypass, replace the traffic signal at the intersection of Hwy. 67 (10th St.) & Hwy. 51/Caddo St. and modifying the existing traffic signal at the intersection of Hwy. 67 (10th St.) & Henderson St.

Again, we already have agreements in place for these.

Staff recommends you approve the agreements and authorize the City Manager to sign the documents.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL DEVICE AGREEMENT**

AGREEMENT NO.: 1135

Date: 7/28/2022

Maintenance Authority: Arkadelphia

Job No: 070442

DISTRICT No: 7 COUNTY: CLARK

Street Name of primary local corridor:

Route No(s) : 51 & 67

Section: 1 & 5

Hwy. 51 & Hwy. 67

**WHEREAS,**

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

**WHEREAS,**

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

**NOW THEREFORE,**

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Install a traffic signal at the intersection of Hwy. 51 (Pine St.) & Professional Park Dr./Bypass. Replace the traffic signal at the intersection of Hwy. 67 (10th St.) & Hwy. 51/Caddo St. Modify the existing traffic signal at the intersection of Hwy. 67 (10th St.) & Henderson St.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

Maintenance Authority:

Arkadelphia

**ARKANSAS DEPARTMENT  
OF  
TRANSPORTATION**

*Trinity Smith*

BY \_\_\_\_\_

\_\_\_\_\_



ARKANSAS DEPARTMENT OF TRANSPORTATION

[ArDOT.gov](http://ArDOT.gov) | [IDriveArkansas.com](http://IDriveArkansas.com) | Lorie H. Tudor, P.E., Director

ROADWAY DESIGN DIVISION

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2336 | Fax: 501.569.2057

July 28, 2022

The Honorable Dr. Scott Byrd  
Mayor of Arkadelphia  
700 Clay Street  
Arkadelphia, Arkansas 71923

Dear Mayor Byrd:

Enclosed are the traffic signal plans to install a traffic signal at the intersection of Highway 51 (Pine Street) & Professional Park Drive/Bypass, to replace the traffic signal at the intersection of Highway 67 (10<sup>th</sup> Street) & Highway 51/Caddo Street, and to modify the existing traffic signal at the intersection of Highway 67 (10<sup>th</sup> Street) & Henderson Street. These will be constructed under Job 070442, Hwy. 67 – Hwy. 51 (Arkadelphia Bypass) (S), in Clark County. Please forward these plans to those who will be responsible for the operation and maintenance of the traffic signal in your City. These plans are for your review and use in providing power and maintaining the system after completion of the work.

Also enclosed is a copy of the Traffic Control Device Agreement. Please sign the copy of the agreement, return one copy to ARDOT by e-mail, and retain a copy for your files. Once this office receives this agreement, the project can be let to contract.

Please contact Brian Bettinardi at (501)569-2566 if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads 'Trinity Smith'.

Trinity Smith

Engineer of Roadway Design

Enclosures

c: Deputy Director and Chief Engineer  
Assistant Chief Engineer-Design  
District 7 Engineer  
Roadway Design





## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney  
**From:** Gary Brinkley, City Manager  
**Date:** July 29, 2022  
**Re:** Bypass-Utility Agreement for Preliminary Engineering Services



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At our last meeting you approved the Preliminary Engineering Agreement for the Pine Street widening project. Tonight, you are being presented the same agreement for the Bypass Project (ArDOT #070442).

The agreement is for Crist Engineering to do the water and sewer design which is a reimburseable expense from ArDOT.

Staff recommends you approve instruct the City Manager to execute the agreement.

Thank you.



ARKANSAS DEPARTMENT OF TRANSPORTATION

AR DOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

July 12, 2023

Mr. David Green  
City of Arkadelphia  
P.O. Box 495  
Arkadelphia, AR 71923

RE: Job 070442 (Utilities)  
Hwy. 67 - Hwy. 51  
STPC-9013 (10)  
Route 67 & 51 Section 5 & 1  
Clark County

Dear Mr. Green:

Enclosed are the original and one (1) copy of the Department's standard Preliminary Engineering Agreement covering the eligible reimbursable work to be performed by Crist Engineers. Reimbursement will be on the basis of an actual cost payment.

Please return the original signed and witnessed. The extra copy is for your file. At this time please return one (1) copy of the executed contract between you and your consultant.

Your consultant should not begin work until you receive authorization from this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'C Sutton', is written over the typed name.

Cory Sutton  
Utility Coordinator  
Utilities Section  
Right of Way Division

Enclosures

C: Crist Engineers  
"C" File

ARKANSAS STATE HIGHWAY COMMISSION  
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. 070442 (Utilities) FAP No. STPC-9013 (10) Utility  
Job Location Hwy. 67 - Hwy. 51 Owner City of Arkadelphia  
(Arkadelphia Bypass) (S)  
Route 67 - 51 Section 5 & 1 Consultant Crist Engineers  
County Clark

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and the **City of Arkadelphia** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1) The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2) The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **Crist Engineers** to perform the following services.

a. Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.

b. Furnish four (4) copies of plans, specifications, etc. for Department review and approval.

c. If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.

d. Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed \$ **563,637.64**.

(4a) The cost of preliminary engineering services shall be eligible for reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work 0 calendar days after receiving written authorization from Owner and complete 120 calendar days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

**City of Arkadelphia**

**ARKANSAS HIGHWAY COMMISSION  
Acting By and Through The  
ARKANSAS DEPARTMENT of  
TRANSPORTATION**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
(For) Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Right of Way Division Head

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Section Head-Utilities Section

\_\_\_\_\_  
FEDERAL TAXPAYER IDENTIFICATION #

\_\_\_\_\_  
Name (Typed or Printed)


\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney  
**From:** Gary Brinkley, City Manager  
**Date:** July 29, 2022  
**Re:** Crist Agreement for Bypass Engineering Services



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Following your approval of the Preliminary Engineering Agreement the Bypass Project (ArDOT #070442), we now need to execute the Agreement between Arkadelphia Water Utilities and Crist Engineering.

The agreement is for Crist Engineering to do the water and sewer design at an estimated cost of \$563,112.64.

Staff recommends you approve and instruct the City Manager to execute the agreement.

Thank you.

## **Agreement**

**Between**

**ARKADELPHIA WATER UTILITIES  
ARKADELPHIA, ARKANSAS**

**And**

**CRIST ENGINEERS, INC.  
Little Rock, Arkansas**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between CRIST ENGINEERS, INC. (hereinafter called the "Engineer"), and the ARKADELPHIA WATER UTILITIES of the City of Arkadelphia, Arkansas (hereinafter called the "AWU");

WITNESSETH, that whereas the ARKANSAS DEPARTMENT OF TRANSPORTATION (hereinafter called "ARDOT") intends to construct a bypass south of the city of Arkadelphia from Route 51 Section 1 to Route 67 Section 5 designated as Job No. 070442 by ARDOT, and;

WITNESSETH, that the above-said ARDOT project may conflict with installed water and sewer lines and appurtenances that are the property of the AWU, thereby necessitating adjustment and/or relocation of certain AWU-owned utilities and appurtenances, and;

WITNESSETH, that the AWU desires to employ the Engineer to perform necessary planning, design, and other associated engineering functions for the purpose of relocating conflicting water and sewer lines (hereinafter called the "Project"), and;

WITNESSETH, that in consideration of the covenants and agreements hereinafter to be performed by the Parties signatory hereto, and the amount and manner of payment hereinafter agreed to be made, it is mutually agreed as follows:

### **SECTION 1 - PRELIMINARY ENGINEERING:**

1.1 After authorization to proceed, the Engineer will provide engineering services related to the adjustment and relocation of water and sewer lines and appurtenances that potentially conflict with the highway improvements included within ARDOT Job No. 070442; such planning and design services may include:

- 1.1.1 Performing field surveys to establish the location of existing water and sewer lines and appurtenances and provide other information as required for use in the planning and design of the Project.

- 1.1.2 Utilizing the surveys as made in accordance with 1.1, above, the Engineer will prepare detailed drawings as necessary to show the character and scope of the adjustments and relocations to be performed by the Contractor retained by the AWU to construct the Project.
- 1.1.3 Prepare proposal forms, contract forms, general conditions, bond forms, and technical specifications consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.1.4 Furnishing the AWU an opinion of probable construction costs based on the Drawings and Specifications.
- 1.1.5 Assisting the AWU in the solicitation of proposals (bids) from contractors for the construction of the Project, and advise and assist the AWU in evaluating bids as received, selecting materials, and preparing construction contracts.
- 1.1.5 Submit the documents stated in Section 1 through the AWU to the ARDOT and the Arkansas Department of Health (Engineering Division) for review and approval.

1.2 After authorization to proceed, the Engineer will provide engineering services related to the adjustment and relocation of the 13<sup>th</sup> Street Lift Station and appurtenances that potentially conflict with the highway improvements included within ARDOT Job No. 070442; such planning and design services may include:

- 1.2.1 Performing field surveys to establish the location of existing water and sewer lines and appurtenances and provide other information as required for use in the planning and design of the Project.
- 1.2.2 Utilizing the surveys as made in accordance with 1.1, above, the Engineer will prepare detailed drawings as necessary to show the character and scope of the adjustments and relocations to be performed by the Contractor retained by the AWU to construct the Project.
- 1.2.3 Prepare proposal forms, contract forms, general conditions, bond forms, and technical specifications consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.2.4 Furnishing the AWU an opinion of probable construction costs based



on the Drawings and Specifications.

- 1.2.5 Assisting the AWU in the solicitation of proposals (bids) from contractors for the construction of the Project, and advise and assist the AWU in evaluating bids as received, selecting materials, and preparing construction contracts.
- 1.2.6 Submit the documents stated in Section 1 through the AWU to the ARDOT and the Arkansas Department of Health (Engineering Division) for review and approval.

## **SECTION 2 - CONSTRUCTION PHASE:**

After authorization to proceed, the Engineer will provide the following engineering services as related to the relocation and adjustment of water and sewer lines and appurtenances by the Contractor who is placed under Contract by the AWU to perform such work:

- 2.1 Perform field surveys and staking for location and grade of the relocated water and sewer lines and appurtenances.
- 2.2 Observe the progress of the Work and assist in the construction phase of the Project as requested by the AWU. Resident construction observation will be provided upon request by the AWU.
- 2.3 Review of the Contractor's partial payment requests submitted as a basis for partial payments to the Contractor by the AWU.
- 2.4 Preparation and submission of Change Orders.
- 2.5 Coordination with representatives of the ARDOT and representatives of the AWU.
- 2.6 Provide the AWU with two sets of Record Drawings for the Project upon completion of the work by the Contractor. Record drawings will include the drawings as issued for construction including any changes due to Addenda or Change Orders and other information which the Engineer considers significant based on the Drawings and other documents furnished by the Contractor to the Engineer and which were annotated by Contractor to show all changes made during construction.
- 2.7 In providing services under this Agreement, the Engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the

Contractor, for safety precautions and programs incident to the Contractor's work in progress, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, or orders applicable to the Contractor furnishing and performing the work.

The Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform Work in accordance with the Contract Documents.

The Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except Engineer's own employees) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the Owner without consultation and advice of the Engineer.

### **SECTION 3 - PAYMENTS TO THE ENGINEER:**

- 3.1 For the engineering services performed in Section 1 and Section 2 of this Agreement, the Engineer shall be paid by the AWU on the following basis, and in the following manner as indicated in the attached Engineering Estimate (the Engineering Estimate for Section 2 will be prepared after the relocations and adjustments have been designed):  
Section 1.1: \$499,077.54.  
Section 1.2: \$64,035.10.
- 3.2 Billing for the Engineer's services as stipulated in Section 1 and Section 2, upon the basis as defined in the attached Engineering Estimate shall be as follows: Monthly statements will be rendered by the Engineer to the AWU for services performed and the expenses incurred during the preceding month. Statements as rendered by the Engineer shall be due and payable within 30 calendar days after receipt by the AWU.
- 3.3 It is understood that payments to the Engineer will be reimbursed by ARDOT in accordance with the reimbursable schedule in the Utility Agreement between AWU and ARDOT.

### **SECTION 4 - EXCLUSIONS:**

It is understood and agreed by the Parties signatory hereto that the services of the Engineer under this Agreement do not include the following:

- 4.1 Subsurface exploration or soils borings, or other geotechnical considerations.

- 4.2 Property surveys for the purpose of establishing land lines, boundary lines, or lines establishing political subdivisions or easements. Costs or fees associated with preparing or securing easements or land rights.
- 4.3 Publication of any Legal Notices as may be associated with the Project.
- 4.4 Services by legal counsel, bond counsel, fiscal agent, appraiser, or abstract company.
- 4.5 The testing of construction materials and/or methods and equipment as utilized by the Contractor within the scope of the Project.
- 4.6 Payment of any fees or charges as may be assessed by federal, state, or local regulatory agencies pertinent to the Project.
- 4.7 Any services as might be related to utility installations outside the immediate scope of ARDOT Job No. 070442.
- 4.8 Payments to the Engineer as stipulated in Section 3 excludes all sales and use taxes as may be applied to professional fees under this Agreement.

## **SECTION 5 - GENERAL CONSIDERATIONS**

- 5.1 The AWU and the Engineer each binds itself and its successors, agents, and assigns to the other Party of this Agreement and to the successors, agents, and assigns of such other Party in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any Officer or Agent of any Public Body which may be a Party hereto.
- 5.2 The AWU may terminate this Agreement at any time by notice in writing to the Engineer. If this Agreement is terminated by the AWU, as provided herein, the Engineer shall be paid for the actual work and services performed to that date of notification; with said payment to the Engineer to be determined in accordance with the method and procedures as stipulated in Section 3 of this Agreement.
- 5.3 The services to be provided by the Engineer under Section 2 of this Agreement during the Construction Phase shall be for the duration of time as allowed to complete the Project as stipulated in the Contract Documents. Any services provided by the Engineer beyond this stipulated period of time shall be on a negotiated basis between the AWU and the Engineer, and these additional fees may be beyond the Maximum Fee as stated in Section 3 of this Agreement.
- 5.4 All documents provided or furnished by the Engineer to the AWU pursuant

to this Agreement are instruments of service in respect to the Project, and the Engineer shall retain an ownership and property interest therein, including the right to reuse by and at the discretion of the Engineer, whether or not the Project is completed. The AWU may make and retain copies for information and reference in connection with the use and occupancy of the Project by the AWU and others; however, such documents are not intended or represented to be suitable for reuse by the AWU or others on extensions of the Project, or on any other undertaking. Any such use without written verification or adaptation by the Engineer for the specific purpose intended shall be at the AWU's sole risk and without liability or legal exposure to the Engineer or the Engineer's consultants. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the AWU and Engineer.

IN TESTIMONY of which this Agreement is executed on behalf of the above-named Engineer, it has been executed on behalf of the AWU, and the two counterparts of equal force and effect on the day and year first written above.

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ARKADELPHIA WATER UTILITIES  
CITY of ARKADELPHIA, ARKANSAS

ATTEST:

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CRIST ENGINEERS, INC.

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Matt Dunn, P.E., President

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Les Price, P.E.,  
Secretary/Treasurer



## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney   
**From:** Gary Brinkley, City Manager  
**Date:** July 29, 2022  
**Re:** Crist Agreement for Pine St. Engineering Services

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Following your approval of the Preliminary Engineering Agreement the Pine St. Project (ArDOT #070439), we now need to execute the Agreement between Arkadelphia Water Utilities and Crist Engineering.

The agreement is for Crist Engineering to do the water and sewer design at a not to exceed cost of \$442,933.59.

Staff recommends you approve and instruct the City Manager to execute the agreement.

Thank you.

## Agreement

Between

**ARKADELPHIA WATER UTILITIES  
ARKADELPHIA, ARKANSAS**

And

**CRIST ENGINEERS, INC.  
Little Rock, Arkansas**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between CRIST ENGINEERS, INC. (hereinafter called the "Engineer"), and the ARKADELPHIA WATER UTILITIES of the City of Arkadelphia, Arkansas (hereinafter called the "AWU");

WITNESSETH, that whereas the ARKANSAS DEPARTMENT OF TRANSPORTATION (hereinafter called "ARDOT") intends to improve Pine Street in Arkadelphia from 26<sup>th</sup> Street to 10<sup>th</sup> Street, with said improvements designated as Job No. 070439 by ARDOT, and;

WITNESSETH, that the above-said ARDOT project may conflict with installed water and sewer lines and appurtenances that are the property of the AWU, thereby necessitating adjustment and/or relocation of certain AWU-owned utilities and appurtenances, and;

WITNESSETH, that the AWU desires to employ the Engineer to perform necessary planning, design, and other associated engineering functions for the purpose of relocating conflicting water and sewer lines (hereinafter called the "Project"), and;

WITNESSETH, that in consideration of the covenants and agreements hereinafter to be performed by the Parties signatory hereto, and the amount and manner of payment hereinafter agreed to be made, it is mutually agreed as follows:

### **SECTION 1 - PRELIMINARY ENGINEERING:**

After authorization to proceed, the Engineer will provide engineering services related to the adjustment and relocation of water and sewer lines and appurtenances that potentially conflict with the highway improvements included within ARDOT Job No. 070439; such planning and design services may include:

- 1.1 Performing field surveys to establish the location of existing water and sewer lines and appurtenances and provide other information as required for use in the planning and design of the Project.

- 1.2 Utilizing the surveys as made in accordance with 1.1, above, the Engineer will prepare detailed drawings as necessary to show the character and scope of the adjustments and relocations to be performed by the Contractor retained by the AWU to construct the Project.
- 1.3 Prepare easement documents in a format as approved by the AWU.
- 1.4 Prepare exhibits for easement acquisition.
- 1.5 Prepare proposal forms, contract forms, general conditions, bond forms, and technical specifications consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.6 Furnishing the AWU an opinion of probable construction costs based on the Drawings and Specifications.
- 1.7 Assisting the AWU in the solicitation of proposals (bids) from contractors for the construction of the Project, and advise and assist the AWU in evaluating bids as received, selecting materials, and preparing construction contracts.
- 1.8 Submit the documents stated in Section 1 through the AWU to the ARDOT and the Arkansas Department of Health (Engineering Division) for review and approval.

## **SECTION 2 - CONSTRUCTION PHASE:**

After authorization to proceed, the Engineer will provide the following engineering services as related to the relocation and adjustment of water and sewer lines and appurtenances by the Contractor who is placed under Contract by the AWU to perform such work:

- 2.1 Perform field surveys and staking for location and grade of the relocated water and sewer lines and appurtenances.
- 2.2 Observe the progress of the Work and assist in the construction phase of the Project as requested by the AWU. Resident construction observation will be provided upon request by the AWU.
- 2.3 Review of the Contractor's partial payment requests submitted as a basis for partial payments to the Contractor by the AWU.
- 2.4 Preparation and submission of Change Orders.
- 2.5 Coordination with representatives of the ARDOT and representatives of the AWU.

- 2.6 Provide the AWU with two sets of Record Drawings for the Project upon completion of the work by the Contractor. Record drawings will include the drawings as issued for construction including any changes due to Addenda or Change Orders and other information which the Engineer considers significant based on the Drawings and other documents furnished by the Contractor to the Engineer and which were annotated by Contractor to show all changes made during construction.
- 2.7 In providing services under this Agreement, the Engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work in progress, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, or orders applicable to the Contractor furnishing and performing the work.

The Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform Work in accordance with the Contract Documents.

The Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except Engineer's own employees) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the Owner without consultation and advice of the Engineer.

### **SECTION 3 - PAYMENTS TO THE ENGINEER:**

- 3.1 For the engineering services performed in Section 1 and Section 2 of this Agreement, the Engineer shall be paid by the AWU on the following basis, and in the following manner as indicated in the attached Engineering Estimate (the Engineering Estimate for Section 2 will be prepared after the relocations and adjustments have been designed): Section 1: **\$442,933.59**.
- 3.2 Billing for the Engineer's services as stipulated in Section 1 and Section 2, upon the basis as defined in the attached Engineering Estimate shall be as follows: Monthly statements will be rendered by the Engineer to the AWU for services performed and the expenses incurred during the preceding month. Statements as rendered by the Engineer shall be due and payable within 30 calendar days after receipt by the AWU.
- 3.3 It is understood that payments to the Engineer will be reimbursed by



ARDOT in accordance with the reimbursable schedule in the Utility Agreement between AWU and ARDOT.

#### **SECTION 4 - EXCLUSIONS:**

It is understood and agreed by the Parties signatory hereto that the services of the Engineer under this Agreement do not include the following:

- 4.1 Subsurface exploration or soils borings, or other geotechnical considerations.
- 4.2 Property surveys for the purpose of establishing land lines, boundary lines, or lines establishing political subdivisions or easements. Costs or fees associated with securing easements or land rights.
- 4.3 Publication of any Legal Notices as may be associated with the Project.
- 4.4 Services by legal counsel, bond counsel, fiscal agent, appraiser, or abstract company.
- 4.5 The testing of construction materials and/or methods and equipment as utilized by the Contractor within the scope of the Project.
- 4.6 Payment of any fees or charges as may be assessed by federal, state, or local regulatory agencies pertinent to the Project.
- 4.7 Any services as might be related to utility installations outside the immediate scope of ARDOT Job No. 070439.
- 4.8 Payments to the Engineer as stipulated in Section 3 excludes all sales and use taxes as may be applied to professional fees under this Agreement.

#### **SECTION 5 - GENERAL CONSIDERATIONS**

- 5.1 The AWU and the Engineer each binds itself and its successors, agents, and assigns to the other Party of this Agreement and to the successors, agents, and assigns of such other Party in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any Officer or Agent of any Public Body which may be a Party hereto.
- 5.2 The AWU may terminate this Agreement at any time by notice in writing to the Engineer. If this Agreement is terminated by the AWU, as provided herein, the Engineer shall be paid for the actual work and services performed to that date of notification; with said payment to the Engineer to be determined in accordance with the method and procedures as stipulated

in Section 3 of this Agreement.

- 5.3 The services to be provided by the Engineer under Section 2 of this Agreement during the Construction Phase shall be for the duration of time as allowed to complete the Project as stipulated in the Contract Documents. Any services provided by the Engineer beyond this stipulated period of time shall be on a negotiated basis between the AWU and the Engineer, and these additional fees may be beyond the Maximum Fee as stated in Section 3 of this Agreement.
- 5.4 All documents provided or furnished by the Engineer to the AWU pursuant to this Agreement are instruments of service in respect to the Project, and the Engineer shall retain an ownership and property interest therein, including the right to reuse by and at the discretion of the Engineer, whether or not the Project is completed. The AWU may make and retain copies for information and reference in connection with the use and occupancy of the Project by the AWU and others; however, such documents are not intended or represented to be suitable for reuse by the AWU or others on extensions of the Project, or on any other undertaking. Any such use without written verification or adaptation by the Engineer for the specific purpose intended shall be at the AWU's sole risk and without liability or legal exposure to the Engineer or the Engineer's consultants. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the AWU and Engineer.

IN TESTIMONY of which this Agreement is executed on behalf of the above-named Engineer, it has been executed on behalf of the AWU, and the two counterparts of equal force and effect on the day and year first written above.

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ARKADELPHIA WATER UTILITIES  
CITY of ARKADELPHIA, ARKANSAS

ATTEST:

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CRIST ENGINEERS, INC.

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Matt Dunn, P.E., President

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Les Price, P.E.,  
Secretary/Treasurer

**Pine Street Preliminary Engineer Agreement  
Fully Executed Agreement  
Execute on July 26, 2022**

ARKANSAS STATE HIGHWAY COMMISSION  
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. 070439 (Utilities) FAP No. STPC-9013(9)  
Job Location 26<sup>th</sup> St. - Hwy. 67 Utility Owner City of Arkadelphia  
(Pine St.)(Arkadelphia)(S)  
Route 51 Section 1 Consultant Crist Engineers  
County Clark

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of July,  
2022, by and between the Arkansas State Highway Commission, acting by and  
through the duly authorized representatives of the Arkansas Department of  
Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as  
the "Department" and the **City of Arkadelphia** acting by and through its duly  
authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1) The Department proposes to make highway improvements and the Owner  
is required to adjust or relocate its facilities, as necessary, to clear highway  
construction.

(2) The Owner is not adequately staffed to carry out the necessary preliminary  
engineering and has requested the services of the licensed engineering company of  
**Crist Engineers** to perform the following services.

a. Make all necessary field surveys and investigations and subsequently  
prepare complete plans, estimate of costs, and construction  
specifications.

b. Furnish four (4) copies of plans, specifications, etc. for Department  
review and approval.

c. If construction work is to be performed by other than Owner's forces,  
prepare all necessary documents to secure bids and let a contract for  
the proposed work.

d. Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed \$ **442,933.59**.

(4a) The cost of preliminary engineering services shall be eligible for reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work **10 calendar** days after receiving written authorization from Owner and complete **120 calendar** days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

**City of Arkadelphia**


**ARKANSAS HIGHWAY COMMISSION  
Acting By and Through The  
ARKANSAS DEPARTMENT of  
TRANSPORTATION**

Gary Brinkley  
Name (Typed or Printed)

  
(For) Director

City Manager  
Title

Ken T. W.  
Right of Way Division Head

  
Signature

Blaine Gartrell  
Section Head, Utilities Section

71-6038972  
FEDERAL TAXPAYER IDENTIFICATION #

Shacresha Wilson  
Name (Typed or Printed)


City Treasurer  
Title

  
Signature





## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney  
**From:** Gary Brinkley, City Manager   
**Date:** July 29, 2022  
**Re:** ADEM- Hazardous Mitigation Grant – Haddock St.

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It is my honor to advise you that after more than 3 years of work, we have received a grant in the amount of \$300,000 for the Haddock Street drainage rebuild project. Award letter attached.

The total cost is estimated to be \$669,510 by our drainage engineers, B&F Engineering.

In keeping with the promise to the public, this project is made available by the additional sales & use tax that was passed.

There are 3 documents that need your approval to move forward and this is a time sensitive issue.

- 1. Memorandum of Understanding** – This is the MOU with the Arkansas Division of Emergency Management for a Hazard Mitigation Grant. This is similar to the one you approved with the Caddo/27<sup>th</sup> St drainage project. The MOU outlines the processes and expectations on how we will execute the plan to make the repairs.
- 2. Resolution** – It requires a resolution to recognize we are entering into an agreement with West Central Arkansas Planning and Development District, Inc (WCAPDDI) to service the grant writing and project management documentation. This a cradle to grave servicing of the grant between us and (WCAPDDI). One of their expertise is grant management. The cost is borne by the grant.
- 3. Contract for Project Management.** – The attached contract is with the West Central Arkansas Planning and Development District, Inc (WCAPDDI ) for managing the paperwork and facilitating a positive relationship with the Arkansas Division of Emergency Management. We are members of the WCAPDDI and this may be the first time we have ever been able to use their services. We have tried in the past but without success in achieving a grant. By retaining their services, it will allow the engineer, who normally aids us, to focus more on the design and execution and for our staff to monitor progress and sign documents that are returned to ADEM on a timely basis.



Memo ADEM- Hazardous Mitigation Grant – Haddock St.

Page Two

Staff recommends you approve all 3 documents to facilitate the ADEM grant and direct the city manager to sign all 3.

We look forward to discussing any questions you may have regarding this project.

Thank you.



**JAMI COOK**  
SECRETARY

**STATE OF ARKANSAS  
GOVERNOR ASA HUTCHINSON  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT**



**A.J. GARY**  
DIRECTOR

July 28, 2022

Mr. Gary Brinkley  
Arkadelphia City Manager  
700 Clay Street  
Arkadelphia, AR 71923

RE: Haddock Street Drainage Project

Mr. Brinkley:

The Hazard Mitigation Staff at ADEM have completed the review of your notice of intent (NOI) on the Haddock Street Drainage Project. On July 27, 2022 the NOI was approved and funding obligated. These funds are made available through the State Hazard Mitigation Grant Program. This grant has a 75 percent state and 25 percent local cost match and the funds are available during the 2023 state fiscal year (FY23) which runs from July 1<sup>st</sup> 2022 through June 30<sup>th</sup> 2023.

**Project Total = \$669,510.00      State Share = \$300,000.00**

May 1, 2023 is the deadline to complete and submit reimbursement for your project. Requests for an extension shall be submitted in writing no later than two weeks prior to the deadline above.

Projects shall be documented using the 2023 Administrative Manual for Mitigation Grants. A reimbursement will only be made upon project completion and documentation submittal to ADEM.

Requirements of the approved mitigation project are outlined below:

- The applicant must use its own documented procurement procedures, which reflect applicable state, local and tribal laws and regulations.
- Conformance with all applicable environmental planning and historic preservation (EHP) laws, regulations, executive orders, and policies, as well as applicable state and local floodplain and land use laws and regulations must be followed and documented.
- The applicant will carry out the Scope of Work (SOW) in the approved NOI. Any variance without prior written ADEM approval will result in non-payment.

Mr. Brinkley  
July 28, 2022  
Page 2

- Progress reports are due on the first of each month until the project is complete and documentation has been submitted to ADEM.

If you should require assistance in completing the documentation or have any questions concerning this grant, please contact me at [lacye.blake@adem.arkansas.gov](mailto:lacye.blake@adem.arkansas.gov).

Sincerely,

**Lacye Blake**

Digitally signed by Lacye  
Blake  
Date: 2022.07.28 10:01:16  
-05'00'

Lacye Blake  
State Hazard Mitigation Officer

# Arkansas State Hazard Mitigation Grant

## MEMORANDUM OF UNDERSTANDING

### Arkansas Division of Emergency Management

and

City of Arkadelphia  
Jurisdiction

Haddock St Drainage Improvements  
Project Name

1. **The Applicant agrees to perform the work described in the Notice of Intent (NOI) approved in accordance with all relevant regulations and the corresponding State Hazard Mitigation Grant Program's Administrative Manual.**
2. A separate file folder should be established for each grant that contains all documentation related to the grant. Since reimbursements are based on audits, proper documentation of procurement, progress, and cost is an absolute requirement.
3. Arkansas Division of Emergency Management (ADEM), as the awarding agency, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Applicant's personnel for the purpose of interview and discussion related to such documents.
4. The Applicant must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
5. Applicants must not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal or State assistance programs. The Applicant will notify ADEM if any party is found to be debarred or suspended or otherwise ineligible.
6. The Applicant is responsible for at least 25% local match cash or in-kind. Any unspent State funds will be de-obligated upon completion of the project.
7. The local match may not be met with other state funding sources.
8. The Applicant will be responsible for all cost overruns above the estimate in the NOI unless otherwise approved by ADEM.
9. **Procurement: The Applicant must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations.**
10. All contracts, i.e. annual contract, standing contract, signed before the award, must have a specific task/work order associated with the mitigation project.
11. The Applicant will send advertisement for bids, bid sheets, and contracts to ADEM when project is complete, along with other documents outlined in the Administrative Manual.

**Arkansas State Hazard Mitigation Grant  
MEMORANDUM OF UNDERSTANDING**

- 12. The Applicant must follow the Scope of Work in the approved NOI. Any variance without prior written ADEM approval will result in non-payment.
- 13. ADEM will recover funds paid to Applicants processed through error, misrepresentation, or fraud or if funds are spent inappropriately.
- 14. The Applicant will submit progress reports on the first of each month until the project is complete.
- 15. **The Applicant must carry out the scope of work, carry out administrative actions, and incur costs after the date of the award. Any costs incurred before the award date will not be reimbursed.**
- 16. Requests for time extensions will be considered, but will not be granted automatically. All time extension requests must be submitted to ADEM at least two (2) weeks prior to the deadline date.
- 17. Requests for reimbursement must be submitted using the Reimbursement Request form letter. All relevant documentation must be submitted with reimbursement requests (if documentation is not already submitted to ADEM). Relevant documentation may include, but is not limited to: bid tabs, contracts, invoices, and proof of payments.
- 18. Upon project completion, the Applicant will submit all required close out documentation to ADEM.
- 19. The Applicant will not dispose of, modify the use of, or change the terms of a property title, or other interest without permission from ADEM.
- 20. The Applicant agrees to maintain built structures, in perpetuity, for the purpose stated in the NOI.

**The undersigned hereby agrees to the procedures and requirements stated above:**

City Of Arkadelphia

\_\_\_\_\_

Jurisdiction

\_\_\_\_\_

Date

Gary Brinkley- Arkadelphia City Manager

\_\_\_\_\_

Applicant and Title (Printed)

\_\_\_\_\_

Applicant (Signed)

\_\_\_\_\_

State Hazard Mitigation Officer (Print/Signed)

\_\_\_\_\_

Date

**CITY OF ARKADELPHIA, ARKANSAS RESOLUTION No. \_\_\_\_\_**

**BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS; A RESOLUTION TO BE ENTITLED:**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS, AUTHORIZING WEST CENTRAL ARKANSAS PLANNING AND DEVELOPMENT DISTRICT, INC. TO SUBMIT AN APPLICATION FOR (ADEM) STATE HAZARD MITIGATION GRANT PROGRAM FUNDS TO THE STATE OF ARKANSAS ON BEHALF OF THE CITY OF ARKADELPHIA CITY MANAGER.**

**WHEREAS**, City Of Arkadelphia has submitted an application for a grant from ADEM under State Hazard Mitigation Grant Program; and,

**WHEREAS**, the ADEM permits grantees to designate a non-profit Project Administrator; and,

**WHEREAS**, City Of Arkadelphia has determined that West Central Arkansas Planning and Development District, Inc. shall be designated as the Project Administrator should this project be funded; and,

***NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS THAT:***

**SECTION 1.** That the City Of Arkadelphia City Manager is hereby authorized to enter into an agreement with West Central Arkansas Planning and Development District, Inc. to perform the necessary duties and services associated with the State Hazard Mitigation Grant Program should a grant be awarded to the City Of Arkadelphia.

PASSED: \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Contract for Project Management  
City of Arkadelphia**

THIS AGREEMENT, authorized and effective this \_\_\_\_\_ day of August 2022, by and between the following parties:

West Central Arkansas Planning and Development District, hereinafter called the Program Manager; and City of Arkadelphia, acting herein by City Manager Gary Brinkley, herein duly authorized, hereinafter called the OWNER;

WHEREAS, the owner has received authorization to incur costs, or has received project funding approval provided by ADEM, distributed through the Arkansas Department of Emergency Management (ADEM); and

NOW THEREFORE, the parties do agree as follows:

**A. GENERAL SCOPE OF SERVICES PROVIDED BY PROGRAM MANAGER**

The Program Manager shall perform all of the necessary services provided under this agreement in connection with the program management of ADEM.

1. The **Scope of Services** performed by the Program Manager shall include but not be limited to assisting the City with services relating to the following activities as necessary.
  1. Application Preparation
  2. Procurement
  3. Financial Management
  4. Contract Management
  5. Labor Compliance
  6. General Reporting Requirements
  7. Closeout

**B. GENERAL SCOPE OF SERVICES PROVIDED BY OWNER**

The OWNER, as consideration for the agreement by the PROGRAM MANAGER to assume certain duties described above, agrees to assume the following duties and obligations:

1. To make a final review of all services performed and to authorize same prior to implementation and/or commitment to record.
2. To assume full liability as to any and all claims arising out of the performance by PROGRAM MANAGER of the above-defined services.
3. To pay out of grant and/or local funds all program costs arising out of the above-described project which are incurred by the PROGRAM MANAGER on behalf of the OWNER and approved by the OWNER and the Arkansas Department of Emergency Management.
4. To furnish all information, data, reports, records and maps as exist, available and necessary for performing all work outlines in this Agreement.
5. To cooperate with the PROGRAM MANAGER in order to facilitate the performance of the work described in this Agreement
6. To reimburse the PROGRAM MANAGER in accordance with the procedures set forth in Section C, COMPENSATION AND METHOD OF PAYMENT.

#### **C. COMPENSATION AND METHOD OF PAYMENT**

For services provided under this Agreement, the Program Manager shall receive compensation not to exceed \$28,612.00. Under no circumstance may the total contract amount be increased without a formal amendment increasing the Scope of Services.

The project shall consist of four (4) stages described as follows:

**Pre-Award: Pre-Award application** development program management expense.

**Phase 1: Start-up**

Start-up will end with approval of the plans and specifications by the Arkansas Department of Emergency Management and with the completion of any known designs and contracts in place.

**Phase 2. Construction**

Construction will end with construction completion as evidenced by the signing of the close out certification.

**Phase 3. Closeout**

Closeout will end with resolution of all final monitoring concerns and finding as evidenced by submission and acceptance of all required materials and with submission and acceptance of all final closeout documents as required by the Arkansas Department of Emergency Management. However, the project is not considered closed until the Owner receives a



letter from the Arkansas Department of Emergency Management stating that the project is closed.

## **Payment Limits**

Program Management costs shall not exceed \$28,612.00.

Phase I payments shall not exceed 40 percent of the total contract or \$11,444.80.

Phase II payments shall not exceed 40 percent of the total contract or \$11,444.80.

Phase III payments shall not exceed 20 percent of the total contract or \$5,722.40.

The PROGRAM MANAGER may not draw more than the total funds budgeted for each phase. Funds may not be transferred from Phase II or Phase III to Phase I or from Phase III to Phase II without a formal contract amendment. Any funds not expended in any earlier phase may be carried over to the next phase to cover cost overruns that may occur. Any funds not expended in the phase in which it was budgeted and not used to cover cost overruns in subsequent phases will be de-obligated from the Agreement by formal amendment.

## **D. INVOICES FOR PAYMENT**

For Phase I and II, invoices shall be submitted to the OWNER to cover the amount earned. Payment for Phase III shall not be made until the phase is completed as described above. Invoices must include a description of services for which compensation is being requested including an explanation of requests for partial payments for ongoing services within a phase.

## **E. OTHER RELEVANT ATTACHMENTS**

None

## **F. TERMS AND CONDITIONS**

### **1. Termination of Contract for Cause**

If, through any cause, the PROGRAM MANAGER shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the PROGRAM MANAGER shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the PROGRAM MANAGER of such termination and

specifying the effective date of such termination. In such event, all finished or unfinished documents, data studies and reports prepared by the PROGRAM MANAGER under this contract shall, at the option of the OWNER, become its property, and the PROGRAM MANAGER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the PROGRAM MANAGER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the PROGRAM MANAGER, and the OWNER may withhold any payments to the PROGRAM MANAGER until such time as the exact amount of damages due the OWNER from the PROGRAM MANAGER is determined.

**2. Termination for Convenience of OWNER**

The OWNER may terminate this Contract any time by giving at least a ten (10) day notice in writing from the OWNER to the PROGRAM MANAGER. If the Contract is terminated by the OWNER as provided herein, the PROGRAM MANAGER will receive equitable compensation under this Contract, less payments of compensation previously made; provided, however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the PROGRAM MANAGER shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the PROGRAM MANAGER during the Contract period which are directly attributable to the uncompleted portion of the service covered by this contract. If this Contract is terminated due to the fault of the PROGRAM MANAGER, Section A hereof relative to the termination shall apply.

**3. Changes**

The OWNER may, from time to time, request changes in the scope of the services of the PROGRAM MANAGER to be performed hereunder. Such changes, including any increase or decrease in the amount of the PROGRAM MANAGER'S compensation, which are mutually agreed upon by and between the OWNER and the PROGRAM MANAGER, shall be incorporated in written amendments to this Contract.

**4. Personnel**

- A. The PROGRAM MANAGER requests that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Personnel shall not be employees of or have any contractual relationship with the OWNER.
- B. All the services required hereunder will be performed by the PROGRAM MANAGER or under his supervision and all personnel engaged in the work

shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

- C. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
- D. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignability**

The PROGRAM MANAGER shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the PROGRAM MANAGER from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

6. **Reports and Information**

The PROGRAM MANAGER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. **Records and Audits**

The PROGRAM MANAGER, if requested by the OWNER, shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER after consultation with the Arkansas Department of Emergency Management.

**G. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the PROGRAM MANAGER under this Contract are confidential, and the PROGRAM MANAGER agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

**H. Copyright**

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the PROGRAM MANAGER.

**I. Compliance with Local Law**

The PROGRAM MANAGER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the PROGRAM MANAGER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

**J. Civil Rights Act/Equal Employment Opportunity**

During the performance of this Contract, the PROGRAM MANAGER agrees as follows:

1. The PROGRAM MANAGER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, handicap, veteran status or national origin. The PROGRAM MANAGER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROGRAM MANAGER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
2. The PROGRAM MANAGER will, in all solicitation or advertisements for employees placed by or on behalf of the PROGRAM MANAGER; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicap, veteran status or national origin.

3. The PROGRAM MANAGER will insert the foregoing provisions in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The PROGRAM MANAGER will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations 4 CRF 6(D).

**K. "Section 3" Handicapped (if \$2,500 or Over)**

**Affirmative Steps for Handicapped Workers**

1. The PROGRAM MANAGER will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position that the employee or applicant for employment is qualified. The PROGRAM MANAGER agrees to take affirmative steps to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices including: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, pay or other form of compensation and selection for training, including apprenticeship.
2. THE PROGRAM MANAGER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the PROGRAM MANAGER'S noncompliance with the requirements of this clause, noncompliance actions may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
4. The PROGRAM MANAGER agrees to post notices in conspicuous places, available to employees and applicants for employment. Such notices shall state the PROGRAM MANAGER'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The PROGRAM MANAGER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, which they are bound by the terms of Section 503 of the Rehabilitation Act of 1973 and are committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The PROGRAM MANAGER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by

rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**L. Interest of Other Public Officials and/or Members of the Locality**

No member of the governing body of the locality, nor officer, employee, or agent of the locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any direct or indirect personal financial interest in this Contract; and the PROGRAM MANAGER shall take appropriate steps to ensure compliance.

**M. Interest of PROGRAM MANAGER and Employees**

The PROGRAM MANAGER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The PROGRAM MANAGER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**N. Compliance with the Arkansas Department of Emergency Management Patent Rights in Research Regulations**

The PROGRAM MANAGER will comply with all requirements and regulations of the ADEM pertaining to reporting and patent rights involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of this contract. The PROGRAM MANAGER will also comply with ADEM and FEMA requirements and regulations pertaining to copyrights and rights in data.

**O. Indemnification**

The PROGRAM MANAGER shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the OWNER and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes or contributions required under social security, workman's compensation and income tax laws.

**P. Access to Records**

The OWNER, and any appropriate State or Federal agencies, shall have access to any books, documents, papers and records of the PROGRAM MANAGER doing work under this Contract, which are directly pertinent to the projects funded by FEMA and distributed through ADEM for the purpose of making audit, examination, excerpts and transcriptions.

**Q. Miscellaneous Provisions**

1. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, PROGRAM MANAGER'S, legal representatives, successors and assigns where permitted by this Agreement.
3. In case any provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. This Agreement may be amended by the mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement.
5. This Agreement shall be null and void, if the applicant fails to successfully enter into a Memorandum of Understanding with the Arkansas Department of Emergency Management.

This execution of the Agreement on behalf of the OWNER has been duly authorized as follows:

WITNESS our hands onto this Contract on this date of \_\_\_\_\_ 2022.

	Owner: <u>City of Arkadelphia</u> <i>(City)</i>
Witness: _____	Name: <u>City Manager Gary Brinkley</u> <i>(Owner)</i>
Name: <u>Gary Brinkley</u> <i>(Typed name of signee)</i>	Signature: _____ <i>City Manager</i>
	<u>PROGRAM MANAGER: West Central Arkansas Planning &amp; Development District, Inc.</u>
Witness: _____	Name: <u>Dwayne Pratt</u> <i>Executive Director</i>
Name: <u>Dwayne Pratt</u> <i>(Typed name of signee)</i>	Signature: _____ <i>(Executive Director)</i>





## Memorandum

**To:** Arkadelphia Board of Directors  
**CC:** Ed McCorkle, City Attorney  
**From:** Gary Brinkley, City Manager  
**Date:** July 29, 2022  
**Re:** Third School Resource Officer

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In light of current events, and in keeping with Chief Jackson's personal agenda of schools being the safest place for our kids, we ask that you immediately approve the position of a 3<sup>rd</sup> School Resource Officer for the upcoming school year.

The cost will be reflected in the third quarter budget adjustment at the cost of \$24,000. This represents our half of the cost. The School Board will have to approve this as well and appropriate their half of the cost. We believe this meets with their safety objectives as well. Due to supply chain issues, the Chief will redirect unspent capital funds to personnel costs for a net zero effect on the 2022 Budget.

This officer will move between Perritt & Peake. The officers assigned to Goza Middle School and the High School will remain on those campuses. Once the new Peake is built, travel between 2 campuses will no longer be required.

Staff recommends you approve the establishment of a third School Resource Officer and direct the City Treasurer to reflect these changes on the third quarter budget adjustments.

Thank you.