

REGULAR CALLED MEETING BOARD OF DIRECTORS

Boardroom

September 5, 2023

5:30 p.m.

AGENDA

1. Call to Order Mayor Scott Byrd
2. Invocation
3. Approval of Board Minutes from August 15 2023 – Mayor Byrd
4. Approval of Board Retreat Minutes from August 26, 2023 – Mayor Byrd
5. Update from Arkadelphia Housing Authority Management Team – Bobbi Partain
6. Board Confirmation of Andrea Wagner as City Clerk – Gary Brinkley
7. Third Reading of Five Mill Tax – Gary Brinkley
8. Approval of Tyler Technologies Content Management Module – Shacresha Wilson
9. Purchase Agreement with Musco Lighting for I-30 – Gary Brinkley
10. Resolution to Purchase Sanitation Roll-off Truck – Gary Brinkley/ Daymond House
11. Resolution Official Intent to Issue Water & Sewer Revenue Bonds – Gary Brinkley/David Green
12. City Manager's Report – Gary Brinkley
13. Routine Business – Mayor Byrd
14. 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** and speaker may not yield his or her time to another speaker.

**REGULAR CALLED MEETING
BOARD OF DIRECTORS**

Board Room

August 15, 2023

5:30 P.M.

MEMBERS:

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

OTHERS:

Gary Brinkley, *City Manager*
Emma Brown, *Acting City Clerk*

CALL TO ORDER

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

INVOCATION

Assistant Mayor Gosey

APPROVAL OF BOARD MINUTES FROM JULY 18, 2023

A motion was made by Assistant Mayor Gosey seconded by Director Cummings to approve the minutes from the August 1, 2023, Board Meeting.

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

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Absent"
Reo Cummings	"Absent"	Mayor Byrd	"Aye"
Keith Crews	"Absent"		

SECOND READING OF FIVE MILL TAX ORDINANCE

Mayor asked City Clerk to read the ordinance, title only.

Motion was made by Director Chaney and seconded by Assistant Mayor Gosey to place the ordinance on its third reading, title only, at the next Board Meeting.

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

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Absent"	Mayor Byrd	"Aye"
Keith Crews	"Absent"		

CONSIDERATION OF APPROVAL FOR MEMORANDUM OF AGREEMENT WITH ARKANSAS DEPT OF HEALTH

Mr. Brinkley presented the Board a Memorandum of Agreement between the Dept of Health and the City of Arkadelphia for the use of the Recreation Center in the case of declared emergency. The facility could be used for mass inoculations or disturbing of medical equipment/devices, etc. Mr. Brinkley stated the agreement had been read by Attorney McCorkle and the contacts and mileage in the documents would be adjusted if approved.

A motion was made by Assistant Mayor Gosey, seconded by Director Porter approving the Memorandum of Agreement, with edits and approving the city manager to sign.

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

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

CONSIDERATION OF ANRC LOAN FOR SEWER PROJECT

Mr. Brinkley informed the Board the city has been approved for a one through the Arkansas Natural Resources Commission in the amount of \$1,917,030 with a term of 20 years for 1.75% interest. The approval from ANRC was for the Ouachita lift station and forced main. Mr. Brinkley presented the Board with a Resolution to accept the loan from ANRC.

A motion was made by Director Chaney, seconded by Director Porter approving the Memorandum of Agreement, with edits and approving the city manager to sign.

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

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

FIRST READING OF ORDINANCE TO REZONE 313 S. 10TH

Building Manager Graves updated the Board on the Planning Commission’s recommendation to approve the rezoning of 313 S. 10th from Multi-Family Residential (R-3) to Office Commercial District (C-4). Ms. Graves stated that if approved this would bring the whole block into commercial zoning.

A motion was made by Director Jones, seconded by Director Chaney to place the Ordinance on its first reading, excluding the metes and bounds description.

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

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

The Mayor called for the Clerk to read the Ordinance in its entirety, less metes and bounds.

The Clerk read the Ordinance.

The Mayor called for a motion to place the Ordinance on its second reading, title only, at the next scheduled Board meeting.

A motion was made by Director Porter, seconded by Director Chaney to place the Ordinance on its second reading, title only at the next Board meeting.

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

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

ACCEPTANCE OF RESIGNATION ON ZONING COMMISSION

Mr. Brinkley submitted the resignation letter of Llewellyn E. Terry from the Planning Commission / Board of Zoning Adjustments for the consideration of the Board.

A motion was made by Assistant Mayor Gosey, seconded by Director Jones to accept the resignation.

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

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

CITY MANAGER'S REPORT

August 15, 2023

- Let me first thank Emma Brown for stepping in tonight as the City Clerk.
- On August 2nd Asst. Mayor Gosey and I met with the Clark County Democratic Women's Group. We gave updates on the MLK park, status of city projects and answered their questions.
- The 10th Street bridge was completed and opened on August 10th. This is a major bus route for the school district. They were elated with the news.
- My thanks to the Street Dept who helped out the school district by repairing High School road before school starts. So glad we have great working relationship with our school district and county.
- End of Summer Blowout in Feaster Park, Saturday night was a huge success. Over 1,500 hundred showed up for the games, food and fireworks. We learned a few things to make 2024 even more spectacular.
- We received approval from ArDOT to advertise the Fester Trail upgrades Phase II on August 2nd. This is from 10th to 12 St. Half engineers will begin that process.
- Today we received the first group of trucks for the year. Streets and Grounds will be replacing models from circa 1998 and the AWU-Gum Springs will be replacing an old Ford Ranger with a new $\frac{3}{4}$ ton that will actually pull their equipment. Thank you for funding these for our staff.
- I am pleased to inform you that Mrs. Andrea Wagner will be joining us as the new City Clerk. Mrs. Wagner is relocating here from Canyon, Texas where she worked at West Texas A&M. I will submit her confirmation at the first meeting in September when she is in town to begin work.
- You received the next 18 month of planned events. Ms. Brown gave an update on a few additional before the end of the year.

Dates to Remember:

- Both Universities and the Public Schools start this week. Please be aware of all our new drivers in town.

- Board Retreat on August 26th from 9:00am - 2:00pm. It will be at the Alumni Room at OBU this year.

Taylor Chaney, Ward 1 – Resident called about the roof on the Community Family Enrichment Center.

Chris Porter, Ward 2 – No comment.

Keith Crews, Ward 3 – Absent.

Reo Cummings, Ward 4 – Absent.

Jason Jones, Ward 5 – Congratulated the community on the successful Meet the Badgers event and scrimmage that occurred on Monday night. Asked about the timing on the traffic light at 12th & Pine.

Roland Gosey, Assistant Mayor – received calls about the light at 12th and Caddo not flashing and requested an update.

Scott Byrd, Mayor – Asked about the Interstate lights and the update. Reminded the citizens of new drives in town and be cautions as the college students don't know where all the stop signs are yet.

ADJOURNMENT

There being no further business to discuss, Director Jones made the motion, seconded by Director Porter to adjourn. **The motion passed unanimously, and the meeting adjourned at 6:14 p.m.**

Scott Byrd, Mayor

Emma Brown, Acting City Clerk

ADDITIONAL ATTENDEES

David Green

Dr. Lewis Sheperd, Jr.

Chief Jason Jackson

DeAnna Graves

Chuck Fitzsimmons

**BUDGET BOARD MEETING
BOARD OF DIRECTORS**

OBU Alumni Room

August 26, 2023

9:00 A.M.

MEMBERS:

Taylor Chaney, *Ward 1 Director*
Chris Porter, *Ward 2 Director*
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*
Emma Brown, *Acting City Clerk*
Full list on last page

CALL TO ORDER

The Mayor called the meeting to order at 9:16 a.m.

INVOCATION

Director Jones

Welcome – Mayor Byrd welcomed everyone to the 2026 Board of Directors Budget Retreat and thanked everyone for taking the time out of their Saturday to participate.

Opening Comments – City Manager Brinkley discussed the upcoming agenda and then played an excerpt from 13 Ways to Kill Your Community by Dennis Griffiths. A program that has identified 13 factors to keep you community healthy and growing.

2020 Dept. Discussions - Mr. Brinkley then went into the discussion of each department updating the Board on the current capital projects, what was anticipated to be completed by the end of the year and what the department head was considering for the 2024 budget.

10:05 am Meeting took a break to allow Board Members to have their group photos taken for the website.

10:25 am Reconvened to continue Department discussions and salary study.

11:20 am Broke for lunch.

Lunch was served downstairs. Ms. Shelley Short and Ms. Tara Rollins updated the Board on the Alliance and Chamber programs for 2023.

12:35 pm Reconvened in Alumni Room to discuss future capital expenditure needs and how best to address them. The Board suggested we pursue a special election in May (actually March per law) 2024 for the public to affirm the continuation of the 1% sales and use tax. The staff was tasked with preparing a plan of action for the Board's consideration.

City Manager Brinkley presented the mid-year Budget Adjustment Resolution. The adjustments were within line items in departments. The only increase to the annual budget was \$5,000 for Animal Control to cover the deductible on the fence and shed damaged by a falling tree.

A motion was made by Director Chaney, seconded by Director Porter to approve the resolution as presented.

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

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

City Manager Brinkley presented the Board a resolution to formally accept the FAA \$1,720,317 grant to improve Taxiway A, Relocate Taxiway D and Apron improvements. The Board was advised the Arkansas Dept of Aeronautics will also be issuing a grant for this project in the amount of \$191,147 for their 10% of the project. That is forthcoming.

A motion was made by Director Chaney, seconded by Director Cummings to approve the resolution as presented.

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

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

City Manager Brinkley presented the Board with a resolution to expense funds from the Rose Hill Checking Account in the amount of \$11,000 to fix the fence in the 1200 and 1300 blocks of Main. As this is a designated account, it is preferred that a vote of affirmation to expense the funds be taken by resolution.

A motion was made by Director Crews, seconded by Director Jones to approve the resolution as presented.

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

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

City Manager stated the 2024 Budget would be ready for approval in January. The amount of time the Finance Dept is spending on the accounting software conversion would preclude them from having a draft the first meeting in December as is typical.

Other Items – Mr. Brinkley had no additional items to discuss.

Routine Business –

Taylor Chaney, Ward 1 – Thanked Gary and the staff for the work put into this retreat. Clearly a lot of work had gone into the presentation and he appreciated it.

Chris Porter, Ward 2 – Echoed Chaney’s appreciation.

Keith Crews, Ward 3 – Shared a text from a Ward 3 constituent who had questions about the water park and addition of a slide and a lazy river.

Reo Cummings, Ward 4 – Wants to begin discussion on how to present the tax initiatives and what projects will be focused on.

Jason Jones, Ward 5 – Nothing.

Roland Gosey, Assistant Mayor – Asked for updates on Code Enforcement. He shared residents’ concerns with the house across from the Genesaret Baptist Church on Logan Street.

Scott Byrd, Mayor – Inquired about the Pardon our Mess signs that were requested. Dir. Of Communications Brown showed the Board the design that was approved and will be ordered at Batson’s. Mayor suggested that Board members from time to time should visit the Quorum Court meeting to see what’s going on with them.

ADJOURNMENT

There being no further business to discuss, Director Chaney made the motion, seconded by Director Jones to adjourn. **The motion passed unanimously, and the meeting adjourned at 1:14 p.m.**

Scott Byrd, Mayor

Emma Brown, Acting City Clerk

ADDITIONAL ATTENDEES:

Joel Phelps, Arkadelphian
Stuart Tapson
Chief Jackson
Chief Hunt
David Green

Daymon House
Micheal Sellers
Shacresha Wilson
Chama Williams
Halle Posey



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 30, 2023
Re: Update from Housing Authority

A handwritten signature in blue ink, appearing to be 'G. Brinkley', is written over the 'From:' line of the memorandum.


Ms. Bobbi Partain requested the opportunity to provide a brief update to the Board on activities within the Arkadelphia Housing Authority.

At their last engagement with the Board, they mentioned that they would like to keep you informed with more frequent updates than annually.

Thank you.



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager 
Date: August 3, 2023
Re: Confirmation of New City Clerk

It is my honor to seek your confirmation on the appointment of Ms. Andrea Wagner as the new City Clerk.

Ms. Wagner comes to us from Canyon, Texas where she has spent the last 3 years working at West Texas A&M University.

Ms. Wagners first day of work will be September 11th.

I request you please confirm Ms. Andrea Wagner as the City Clerk.

Thank you.



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 31, 2023
Re: Ordinance for Five Mill Tax 2023

A handwritten signature in blue ink, appearing to be 'G. Brinkley', is written over the 'From:' line of the memorandum.

Following the third reading, title only, staff recommends you adopt the ordinance.

THIS IS NOT A NEW TAX

Thank you.

ORDINANCE O-23-_____

AN ORDINANCE ASSESSING A FIVE MILL TAX AGAINST THE REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ARKADELPHIA, ARKANSAS, FOR THE TAXABLE YEAR 2023 COLLECTIBLE IN 2024 AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE CITY BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

Section 1. That a tax of five (5) mills on the dollar is hereby levied by the City Board of Directors of the City of Arkadelphia, Arkansas on all the real and personal property within the corporate limits of the City of Arkadelphia, for the taxable year 2023, collectible in 2024.

Section 2. That a certified copy of this ordinance be delivered by the City Clerk to the County Clerk of Clark County, Arkansas to be certified to the Quorum Court.

PASSED ON THE _____ DAY OF _____, 2023.

APPROVED:


Scott Byrd, Mayor

ATTEST:

Andrea Wagner, City Clerk



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager 
Date: August 30, 2023
Re: Approval of Tyler Technologies -
Content Management System Module

Attached for your review and approval, please find the agreement with Tyler Technologies to add their Content Management Suite, Meeting Manager and Enterprise module to our purchase. These mesh perfectly with the accounting system we are purchasing. These will help aid in the preservation of documents, in the transparency of government with the public with seamless integration.

The cost for these modules is a onetime fee of \$15,050 for set up charges and a \$10,978 annual fee.

The funds for this project were approved with the Mid-year Budget Adjustments Resolution you approved on Saturday.

Your approval for the City Manager to sign the agreement is requested.

Thank you.



Sales Quotation For:
 City of Arkadelphia
 700 Clay St
 Arkadelphia AR 71923

Quoted By: Aaron Dees
 Quote Expiration: 01/08/24
 Quote Name: TCME and Meeting Manager

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
Content Manager Suite			
Enterprise	\$ 11,561	\$ 1,156	\$ 10,405
Meeting Manager	\$ 4,817	\$ 482	\$ 4,335
TOTAL:	\$ 16,378	\$ 1,638	\$ 14,740

Services		
Description	Hours/Units	Extended Price
Content Manager Suite		
Professional Services	122	\$ 17,690

Services Description	Hours/Units	Extended Price
Project Management	14	\$ 2,030
TOTAL:		\$ 19,720

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 14,740
Total Tyler Services	\$ 19,720	
Summary Total	\$ 19,720	\$ 14,740

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.


Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 30, 2023
Re: Purchase Agreement for I-30 Ramp Lights Retrofit



Attached for your review and approval please find the Purchase Agreement with Musco for the retrofitting of the 4 high lights at Pine & I-30 to LED lighting system.

The cost of \$109,500 was approved when you approved the Mid-year Budget Adjustments.

Musco is a Sourcewell vendor (contract #041123-msl) so we have met the bidding requirement for the State of Arkansas.

Ed McCorkle has reviewed the agreement and approved.

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

Thank you.

Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

<p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC (“Musco”) 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Lacey Van Den Heuvel Email: lacey.vandenheuvel@musco.com Telephone: 641-673-0411 800-825-6020 Ext 2185</p>	<p>2. BUYER NAME AND ADDRESS: City of Arkadelphia (the “Buyer”) 700 Clay Street Arkadelphia, AR 71923 Attn: Gary Brinkley Email: gary.brinkley@arkadelphia.gov Telephone: 870-246-9864</p>
<p>3. OWNER NAME AND ADDRESS: City of Arkadelphia (the “Buyer”) 700 Clay Street Arkadelphia, AR 71923 Attn: Gary Brinkley Email: gary.brinkley@arkadelphia.gov Telephone: 870-246-9864</p>	<p>4. SHIPPING NAME AND ADDRESS: City of Arkadelphia (the “Buyer”) 700 Clay Street Arkadelphia, AR 71923 Attn: Gary Brinkley Email: gary.brinkley@arkadelphia.gov Telephone: 870-246-9864</p>
<p>5. WARRANTY CONTACT: City of Arkadelphia (the “Buyer”) 700 Clay Street Arkadelphia, AR 71923 Attn: Gary Brinkley Email: gary.brinkley@arkadelphia.gov Telephone: 870-246-9864</p>	<p>6. FACILITY NAME AND ADDRESS: City of Arkadelphia (the “Buyer”) 700 Clay Street Arkadelphia, AR 71923</p>

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the “Equipment”) in accordance with the “Total Price” paragraph of this Agreement:

SportsCluster® Lighting System

- Poletop luminaire assemblies with:
- (24) – Total Light Control™ TLC-LED-550 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed as a complete system

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:
Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

- 9. MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the “Services”):

Installation – refer to the Installation Scope of Work in Exhibit A.

- 11. CONSTANT 10™ - no monitoring WARRANTY & MAINTENANCE PROGRAM (the “Warranty”)** – Musco shall provide parts, labor and all services outlined in the Musco Constant 10 Agreement to maintain operation of lighting equipment for 10 years as follows:

- **Warranty service begins: On the date of product shipment**
- **Expiration date:** 10 years from date of shipment
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents



Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

12. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$109,500 plus applicable taxes is payable as follows.

- \$109,500 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 041123-msl)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Project is pending approval and mutual acceptance of finance package provided by Musco Finance, LLC (Lender). Credit approval by Lender must be complete prior to the order being released for production. Finance documents must be signed and returned to Lender prior to shipment. Deposit will be refunded in the event the Lender does not approve Buyer for financing.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

13. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

- Taxable Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

14. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

15. DELIVERY – Normal delivery to the shipping address indicated above is 8 to 10 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement. Equipment will be shipped after finance agreement is finalized between Buyer and Lender.



Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco.

All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.



Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

- 21. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 22. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 23. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
- When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 24. CONDITIONS OF AGREEMENT**
- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.



Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

CITY OF ARKADELPHIA

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to return all pages of this agreement.



Purchase Agreement – Purchase Order #GB172135

Date: 08/28/2023

Project Name: Arkadelphia ARDOT Relight

Project #: 221623

EXHIBIT A – SCOPE OF WORK



1999, 2022 Musco Sports Lighting, LLC • M-1010-enUS-41

www.musco.com • lighting@musco.com

Scope of Work: Light-Structure System™ - GC-Retrofit

Arkadelphia ARDOT Relight Arkadelphia, AR GC-Retrofit Scope of Work

Customer Responsibilities:

1. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.

Musco Responsibilities:

1. Provide required electrical enclosures, luminaires, and wire harnesses
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
3. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as needed.
5. Provide necessary waste disposal and daily cleanup.
6. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
7. Keep all heavy equipment off areas when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the lowering device and existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.

Luminaires:

1. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, harnesses.

Electrical:

1. Provide labor, materials, and equipment to reuse existing <contractor to confirm> electrical service panels as required.
2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.




Scope of Work: Light-Structure System™ - GC-Retrofit

- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.





Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager 
Date: August 31, 2023
Re: Resolution for Purchase of Used Sanitation Roll Off Truck

Attached, please find the resolution approving the purchase of a 2018 Mack Roll Off Truck from Union County in the amount of \$110,000. You appropriated \$150,000 for the purchase of a roll off truck in the 2024 Budget.

Staff has been trying to find a replacement for our 2002 Mack vehicle that has exceeded its useful life some 5 years ago. At the Board Retreat I mentioned that staff was advised this truck was available in Union County and they would be heading down to inspect the truck.

The truck is in better condition than staff anticipated. In its current condition, it is anticipated this truck will serve Arkadelphia for a decade.

The attached resolution acknowledges that Arkansas law 14-58-104 (11)(A) an exception to the bidding process. It allows a city of the first class to purchase used equipment without being required to go through the bidding process.

As we currently have over \$800,000 out awaiting grant reimbursements, we will use Emergency Reserve Fund to make the purchase and replace the funds when the grants are received.

Your approval of the resolution and funding via Emergency Reserve Fund is requested.

Thank you.

RESOLUTION NO. R-23-_____

A RESOLUTION AUTHORIZING, FOR THE PURCHASE FROM UNION COUNTY, ARKANSAS A SANITATION ROLL OFF TRUCK TO BE USED WITHIN THE SANITATION DEPARTMENT

BE IT RESOLVED, as the City of Arkadelphia owns and operates a Sanitation Department for the citizens of Arkadelphia and a transfer station for the citizens of Clark County.

WHEREAS, it is necessary for the operations of the Sanitation Department to have equipment to facilitate these operations; and,

WHEREAS, Arkansas Statue 14-58-104 (11)(A) allows the governing body of a city of the first class to purchase without soliciting bids for “Used or secondhand motor vehicles, machinery, or equipment”, and;

WHEREAS, the City Board of Directors appropriated \$150,000 in the 2024 Budget for the purchase of a Sanitation roll off truck, and;

WHEREAS, Union County, Arkansas has a used Mack GU813 Sanitation Roll Off Truck for sale and is willing to sell it to the city of Arkadelphia at the favorable price of \$110,000.

NOW THERFORE BE IT RESOLVED BY THE CITY OF ARKADELPHIA BOARD OF DIRECTORS, we approve the purchase of the Mack GU813 (VIN #1M2AX18C9JM040622) from Union County Arkansas in the amount of \$110,000 and direct the City Manager to sign all necessary documents.


Passed on this _____ day of September, 2023.

Scott Byrd, Mayor

Emma Brown, Acting City Clerk



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager 
Date: August 30, 2023
Re: Resolution for Official Intent to Issue Water & Sewer Bonds

Attached, please find the resolution from our Bond Counselor authorizing for the issuance of bonds for the Water & Sewer upgrades. Further, it designates Stephens, Inc. as the underwriter and Friday, Eldredge & Clark, LLP as the bond counsel for the transaction.

This shall constitute the "Official Intent" for the purpose of the regulations.

The reason for the timing it will allows us to recoup certain costs that we are currently absorbing, making them reimbursable.

Staff recommends you approve the Resolution as presented.

Thank you.

RESOLUTION NO. R-23-__

A RESOLUTION AUTHORIZING THE OFFERING OF WATER AND SEWER REVENUE BONDS TO FINANCE IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; DECLARING THE INTENT OF THE CITY TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES FROM THE PROCEEDS OF SUCH BONDS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Arkadelphia, Arkansas (the "City") owns a water and sewer system (the "System"); and

WHEREAS the Board of Directors of the City has determined that betterments and improvements to the System (the "Improvements") are necessary in order to make the services thereof adequate for the needs of the City; and

WHEREAS, in order to finance the Improvements, the City proposes to issue its Water and Sewer Revenue Bonds, Series 2023 in the maximum aggregate principal amount of \$10,650,000 (the "Bonds"); and

WHEREAS, it is appropriate for the City to declare its "official intent" for the reimbursement of certain expenditures from the proceeds of the Bonds, within the meaning of Regulation §1.150-2 promulgated by the United States Treasury Department (the "Regulation");

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Arkadelphia, Arkansas:

Section 1. That the offering of the Bonds is hereby authorized.

Section 2. That the officials of the City are authorized to cooperate with Stephens Inc., as Underwriter, and Friday, Eldredge & Clark, LLP, as Bond Counsel, in the preparation of a preliminary official statement and bond ordinance and are further authorized to execute such writings and take such actions as may be appropriate to the offering of the Bonds.

Section 3. That this Resolution shall constitute an "official intent" for the purpose of the Regulation. The City hereby declares its official intent under the Regulation to advance its own funds to pay certain costs of the Improvements incurred prior to the issuance of the Bonds and to reimburse itself from Bond proceeds for such expenditures.

Section 4. That as the issuance of the Bonds is, under Arkansas law, subject to the approval of the Board of Directors by ordinance, any sale of the Bonds will be subject to the approval of the Board of Directors at a subsequent meeting.

This Resolution passed this 5th day of September, 2023.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Arkadelphia, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a Regular session of the Board of Directors of the City, held at the regular meeting place of the Board at 5:30 o'clock p.m. on the 5th day of September, 2023.

City Clerk

(SEAL)