

CITY OF SPRINGDALE
Committee Agendas
Monday, February 14th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** evidencing the City's intent to issue bonds for the purpose of assisting in the financing of facilities that will be useful in securing or developing industry near the city of Springdale, Arkansas, to be leased to Today's Power, Inc., pursuant to the authority of the laws of the State of Arkansas, including particularly Amendment 65 to the Arkansas Constitution and the municipalities and counties Industrial Development Revenue Bond Law, and for other purposes. Presented by Wyman Morgan, Director of Finance and Administration. Pgs. 1-10
2. **A Resolution** authorizing City of Springdale Membership in an Intergovernmental Arts Agency (AIA). Presented by Patsy Christie, Director of Planning. Pgs. 11-14
3. **A Resolution** authorizing the allocation of funds for the Luther George Park Improvement Project. Pg. 15
4. **A Discussion** on 14.07 acres located at 5576 N. Oak Street. Tabled at 2/8 City Council Meeting. Pg. 16

Parks and Recreation Committee by Chairman Mike Lawson

5. **A Resolution** to waive competitive bidding for the additional renovation and improvements to the Recreation Center. Presented by Chad Wolf, Director at Parks and Recreation. Pgs. 17-25

Committee of the Whole

6. **A Presentation** for the Marshallese Education Initiative (MEI). Presented by Amelia Williams, Councilwoman, and April Brown with MEI.

RESOLUTION NO. _____

A RESOLUTION EVIDENCING THE CITY’S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF SPRINGDALE, ARKANSAS, TO BE LEASED TO TODAY’S POWER, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the “Act”), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities;

WHEREAS, Today’s Power, Inc. or an affiliate thereof (the “Company”) has evidenced its interest in financing the acquisition of land and/or leasehold rights, construction of infrastructure and improvements, and acquisition and installation of equipment related to a photovoltaic solar energy generation facility and a battery energy storage facility located near the City of Springdale (the “Solar-Storage Project”) through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry near the City, and to aid in the financing thereof under the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that:

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Solar-Storage Project and to have the costs of the Solar-Storage Project financed from the proceeds of revenue bonds of the City (the “Bonds”) to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed \$10.2 million. The City confirms its intent to issue Bonds for the purposes stated in this Resolution.

Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 *et seq.*, the Solar-Storage Project may be exempt from ad valorem taxation. The City

confirms its intent to enter into an Agreement for Payments in Lieu of Taxes (“PILOT Agreement”) with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of 65% percent of the ad valorem taxes that would otherwise be due with respect to the Solar-Storage Project. Further, the City and Company intend that the term of the PILOT Agreement will be for approximately 20 years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-701 *et seq.* at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



SPRINGDALE SCHOOL DISTRICT PILOT PROPOSAL

Who We Are

Owned by the Electric Cooperatives of Arkansas, **Today's Power, Inc. (TPI)** was created to serve its members who had a desire to offer community solar to their members. TPI can provide solar facilities to electric cooperatives that could otherwise not utilize federal tax incentives.

Today's Power is now an integral part of helping the electric cooperative and public power sector serve their members who are interested in solar and emerging technologies. As an integral part of the electric cooperatives, TPI has access to a wide range of expertise and resources. TPI offers utility-scale and commercial solar and energy storage solutions as well as electric vehicles and charging solutions.



 **Today's Power**
Your Energy Partner

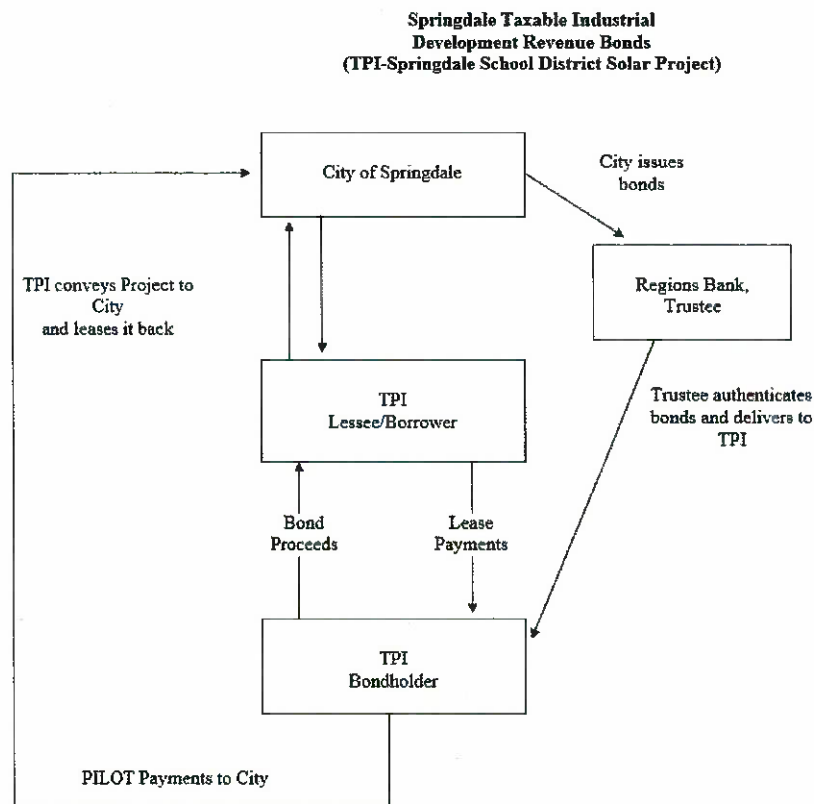
Project Description



Today's Power, Inc. proposes to develop, construct, own, operate and maintain a solar project for the Springdale School District with a projected total size of approximately 2.4 MW of installed solar capacity and 7.5 MW of installed battery storage located on a piece of property adjacent to Sonora Middle School near the City of Springdale.



Payments in Lieu of Taxes (PILOT)



A PILOT agreement is necessary for the business model governing the proposed solar generating project to be economical.

Currently, the solar facility is subject to a personal property tax. Under state law, Today's Power, Inc. can enter into a PILOT agreement with the City where payments are made in lieu of property taxes. The payments made would be 35% of the normal tax amount. The City would become the owner of the asset and would lease the asset back to Today's Power.



Payments in Lieu of Taxes (PILOT)

Cost	10,200,000			
Appraisal	2,040,000			
Millage	52.70	40.50	6.50	5.70
PILOT Payment Schedule		School	County	City
10/1/2021	37,627.80	28,917.00	4,641.00	4,069.80
10/1/2022	34,617.58	26,603.64	4,269.72	3,744.22
10/1/2023	33,112.46	25,446.96	4,084.08	3,581.42
10/1/2024	31,607.35	24,290.28	3,898.44	3,418.63
10/1/2025	30,102.24	23,133.60	3,712.80	3,255.84
10/1/2026	28,597.13	21,976.92	3,527.16	3,093.05
10/1/2027	27,092.02	20,820.24	3,341.52	2,930.26
10/1/2028	25,586.90	19,663.56	3,155.88	2,767.46
10/1/2029	24,081.79	18,506.88	2,970.24	2,604.67
10/1/2030	22,576.68	17,350.20	2,784.60	2,441.88
10/1/2031	21,071.57	16,193.52	2,598.96	2,279.09
10/1/2032	19,566.46	15,036.84	2,413.32	2,116.30
10/1/2033	18,061.34	13,880.16	2,227.68	1,953.50
10/1/2034	16,556.23	12,723.48	2,042.04	1,790.71
10/1/2035	15,051.12	11,566.80	1,856.40	1,627.92
10/1/2036	13,546.01	10,410.12	1,670.76	1,465.13
10/1/2037	12,040.90	9,253.44	1,485.12	1,302.34
10/1/2038	10,535.78	8,096.76	1,299.48	1,139.54
10/1/2039	9,030.67	6,940.08	1,113.84	976.75
10/1/2040	7,525.56	5,783.40	928.20	813.96
	437,987.59	336,593.88	54,021.24	47,372.47

The PILOT we are offering is annual payments in lieu of taxes beginning the first year the project breaks ground and continuing through the entire 20-year term.

The project is estimated to cost \$10,200,000. Based on that anticipated cost, we estimate a total payout of \$437,987.59 over the project's 20-year term.

After 20 years, the agreement will end and the asset will sold back to TPI for a de minimis amount.



RESOLUTION NO. _____

A RESOLUTION CONFIRMING THE CITY'S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF _____, ARKANSAS, TO BE LEASED TO TODAY'S POWER, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES.

WHEREAS, the City of _____, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 et seq. (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Today's Power, Inc. or an affiliate thereof (the "Company") has evidenced its interest in financing the acquisition of land and/or leasehold rights, construction of infrastructure and improvements, and acquisition and installation of equipment related to a photovoltaic solar energy facility to be used as a solar generation facility (within) (near) the City of _____ (the "Solar Farm Project") through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry (within) (near) the City, and to aid in the financing thereof under the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, ARKANSAS that:

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Solar Farm Project and to have the costs of the Solar Farm Project financed from the proceeds of revenue bonds of the City (the "bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed \$ _____. The City confirms its intent to issue bonds for the purposes stated in this Resolution.

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Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-201 et seq., the Solar Farm Project may be exempt from ad valorem taxation. The City confirms its intent to enter into an Agreement for Payments in Lieu of Taxes ("PILOT Agreement") with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of _____ percent of the ad valorem taxes that would otherwise be due with respect to the Solar Farm Project. Further, the City and Company intend that the term of the PILOT Agreement will be for approximately _____ years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-201 et seq. at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

Section 5. All orders or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: _____, 2021

APPROVED:

Mayor

City Clerk

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Today's Power is asking for the City of Springdale to approve of the PILOT today by passing a resolution of intent.



In Conclusion

By supporting a PILOT agreement, you ensure the economic viability of this project.

What this means for the City of Springdale:

- Local economic impact
- Savings to the member cooperative
- More disposable income to members
- Attract new businesses
- Potential for more solar



Questions??

Thank You!



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CITY OF
SPRINGDALE MEMBERSHIP IN AN
INTERGOVERNMENTAL ARTS AGENCY (AIA)**

WHEREAS, the development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

WHEREAS, Creative Arkansas Community Hub & Exchange (CACHE) is a nonprofit organization established by the Northwest Council, committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community; and

WHEREAS, the City of Springdale has a track record of commitment to increase the quality of life for the residents and visitors through ongoing investment in the development of arts and culture; and

WHEREAS, since the City of Springdale and CACHE share a common goal to elevate arts and culture in a collaborative spirit through an Intergovernmental Arts Agency (AIA).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that authorization is hereby given for membership of the City of Springdale in the Intergovernmental Arts Agency with CACHE as set forth in the attached Service Contract with funds set aside in the Planning Department Budget.

PASSED AND APPROVED this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



INTERGOVERNMENTAL ARTS AGENCY MEMBERSHIP
CACHE CITY OF SPRINGDALE
SERVICE CONTRACT

1. OBJECTIVES

The development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

CACHE is a nonprofit committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community.

The City of Springdale has shown a track record of commitment to increase the quality of life for residents and visitors through ongoing investment in the development of arts and culture.

The City of Springdale and CACHE share a common goal to elevate arts and culture in a collaborative spirit through an Intergovernmental Arts Agency (IAA).

2. SCOPE OF WORK OVERVIEW/ MEMBERSHIP BENEFITS

CACHE proposes to engage its team and nation-wide subject matter experts and consultant partners to support the IAA members in the following ways:

- Monthly IAA meetings (at least 10; at least 5 of them hosting national arts leader guests) about shared topics of challenge, opportunity, and best practices
- Networking and shared learning opportunities
- Access to resources and tools (i.e., data and information, sample templates, policies, best municipal practices for art selection, curation and programming, diversity, equity and inclusion practices and processes, sample proposal process language, maintenance plans, processes for equitable resource distribution)
- Once per year, travel as a cohort (budget covers one representative per City) to a more mature/advanced arts market nationally for learning, networking, inspiration (\$1,500-2,000/per person)
- Connectivity to networks of arts experts and municipal arts leaders across the country
- Collective fundraising and grant-seeking efforts for regional programming / projects
- Access to 1:1 time with CACHE team and partner consultants (hours listed, per year)
 - CACHE staff and national consulting partner rates are between \$100-\$190/ hour dependent upon subject matter and level of expertise
 - CACHE staff and national consulting partners plan to provide around 230 hours of consultation per year

- o Consultation topics to be determined with City, with possible topics including public art, music policy, public art activation, arts strategy, cultural planning, arts and culture staff support, RFG/RFP templates and proposals, national connections and other topics to be determined based on need.

Goals for the first 12 months:

- Support IAA municipal leaders to advocate to City Council for increase arts funding, including dedicated staffing and programming dollars
- Completion of a baseline and year-end survey for members to assess growth by the end of the 12 months
- Increased collaboration and visibility into each city's programming and goals
- Greater connectivity between municipalities and local artists and arts markets
- Increased activation of City owned public spaces
- Greater ability to differentiate city offerings across the region; increasingly unique visions for each city in the region
- Co-design and support the implementation of best practice arts councils for each municipality in the region
- Public art policies, practices, strategies strengthened or created and implemented across the region
- Submit at least one shared grant request for arts funding to support a regional project
- Planning for one arts specific region-wide project

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The CACHE team and its sub-contracted partners (paid by CACHE) will provide consulting hours as described above.

It is the responsibility of the City of Springdale to select a representative that will be the key point of contact with the CACHE team; This key contact must be an active participant, attending at least 8 meetings annually (or send a representative), attend the cohort trip (or send a representative), actively engage with consultants, and commit to collaborate with the cohort and contribute knowledge and shared learning.

The City of Springdale will host at least 1 in-person monthly meeting as COVID-safety allows.

CACHE will consult to collaboratively help the City of Springdale identify measurable goals from the list above and help the key City contact to plan corresponding allotted consultant hours.

CACHE staff will organize the once a year travel plans; each City representative will be reimbursed for their airfare, hotel, and per diem. CACHE will communicate these cost parameters.

4. PAYMENT

Membership Fee City of Springdale – **\$26,440**

First half of fee (\$13,220) – March 1, 2022 – start of work upon
receipt of payment

Final payment (\$13,220) – April 31, 2022.

Check payable to:
Northwest Arkansas Council Foundation
411 Corporate Center Drive, Suite 205
Springdale, AR 72763

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ALLOCATION OF
FUNDS FOR THE LUTHER GEORGE PARK
IMPROVEMENT PROJECT.**

WHEREAS, on February 23, 2021, the City Council of the City of Springdale, Arkansas, adopted Resolution No. 26-21 designating the Luther George Park Improvement Project as the project for which a \$2,000,000.00 contribution from the Springdale Public Facilities Board is to be applied, said funds to be derived from the sale of Springdale Public Facilities Board owned property;

WHEREAS, the City Council of the City of Springdale wishes to proceed with the design and construction of the Luther George Park Improvement Project prior to receiving the \$2,000,000.00 contribution from the Springdale Public Facilities Board;

WHEREAS, expenditures up to \$2,000,000.00 made from the unreserved general fund for the Luther George Park Improvement Project shall be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that up to \$2,000,000.00 be allocated from the unreserved general fund for the Luther George Park Improvement Project, with any funds thereby expended to be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

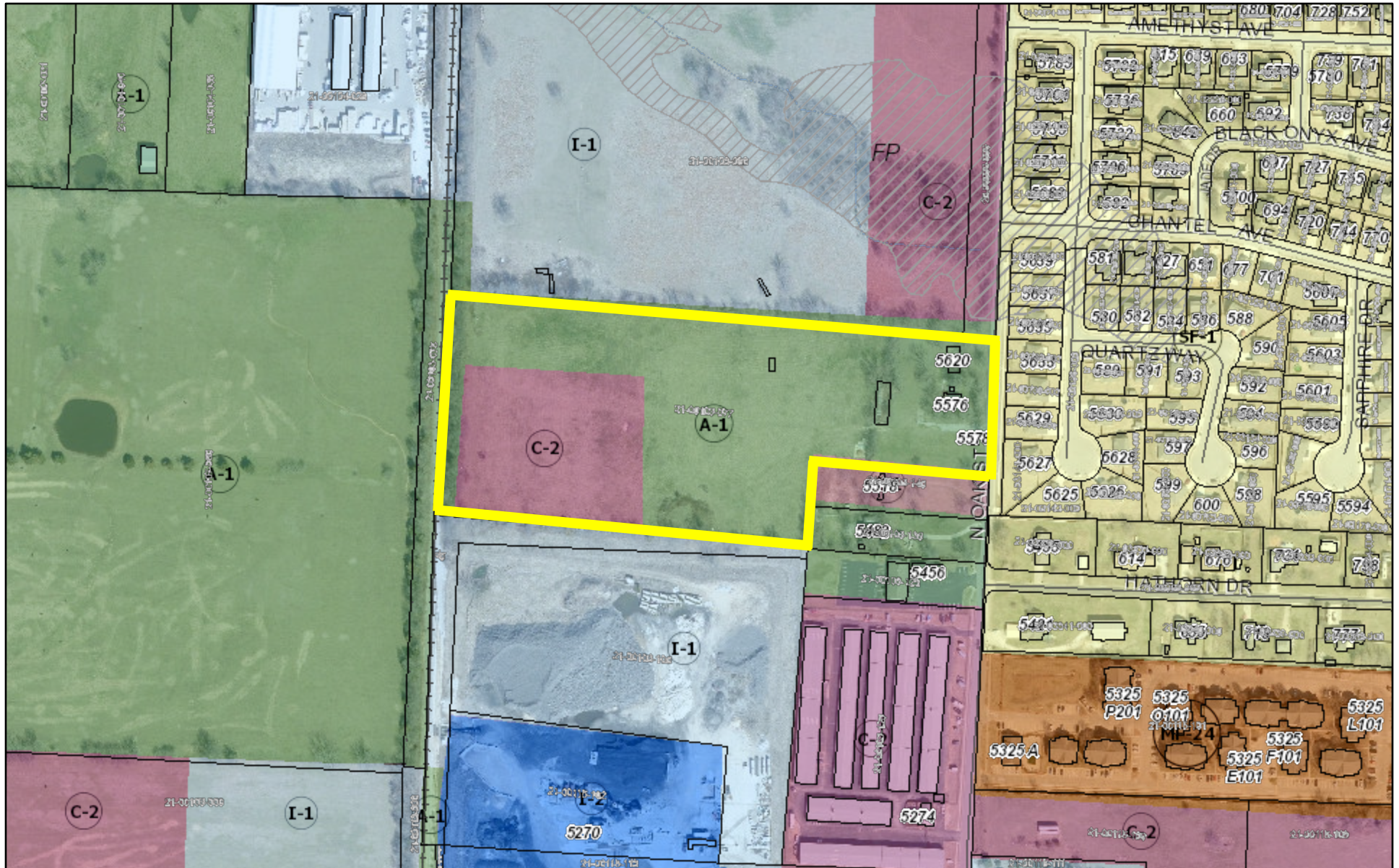
ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

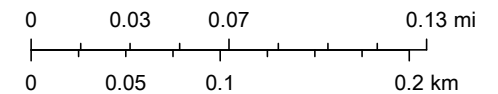
City of Springdale Zoning Map



January 26, 2022

- | | | | | |
|-------------------------------------|--------------------|--------------|-----------|---------------|
| Form-Based Code District Overlay | Benton Co. Parcels | STREAMS | LAKES | STREETS - ALL |
| S.E.E.D. Overlay District - Outline | SCHOOLS | MAIN CHANNEL | Buildings | INTERSTATE |
| Washington Co. Parcels | | TRIBUTARY | RAILROAD | RAMP |

1:4,000



City of Springdale, Clayton Sedberry

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING FOR THE ADDITIONAL RENOVATION
AND IMPROVEMENTS TO THE RECREATION
CENTER**

WHEREAS, the Springdale Parks and Recreation Director has recommended some improvements to the recreation center, and

WHEREAS, quotes have be obtained from two contractors for the completion of these improvements, and

WHEREAS, these improvements need to be completed before the spring youth programs begin, therefore the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. This Council finds that due to the specific needs of the Parks Department, it is not feasible or practical to use competitive bidding and competitive bidding on the completion of certain improvements to the recreation center are here by waived for an amount not to exceed \$134,000.

Section 2. There is hereby appropriated \$134,000 of funds from the General Fund Reserve for this project.

PASSED AND APPROVED this 22nd day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



MILESTONE™

CONSTRUCTION COMPANY, LLC

Lump Sum Proposal / Agreement

Proposal For:

City of Springdale- Parks and Recreation

Attn: Chad Wolf

Project Information:

Springdale Recreation Center

1906 Cambridge Street

Springdale, AR

Milestone Construction is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Milestone. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Milestone shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

- 20 gauge metal stud framing
- Supply and install door and frame (Trim installed by owner)
- In-wall fire rated wood backing and fire rated in- wall backing
- R-11 & R-19 Unfaced insulation (in new walls)
- 5/8" Type X and 5/8" moisture resistant sheetrock
- Misc Sheetrock trim/ bead
- Walls to be finished to level 4 finish
- 15/16" Acoustical Ceiling tile grid 2' x 4' with Armstrong #1729 tile
- Submit scope of work letter to Springdale Fire Marshal Office.
- Install (13) chrome semi recessed fire sprinkler heads into new ceilings utilizing flex drops
- Install (2) brass upright fire sprinkler heads
- Utilize 1" black sch 40 piping
- Flex drops to grills
- 5 supply grills – 2 in conference room, 1 in storage room, 1 in each bathroom
- Supply is tied into existing spiral duct work, uses holes cut for supply air in spiral
- Transfer grill above door for return
- Transfer grills in conference room and storage rom
- Supply duct is wrapped snap lock pipe
- All HVAC grills and pipe attached to structure
- Supply and install three toilets, one urinal, and four sinks with faucets.
- Plumbing will be brought from restrooms on first floor.
- Water lines will be pex and drain in pvc.
- Hot water will be brought from hot water line below.



MLESTONE™

CONSTRUCTION COMPANY, LLC

- Vents will be run to existing vent in wall on second floor
- Supply and install light fixtures to match existing.
- Supply and install receptacles per code.
- Fire alarm tie into existing.
- Toggle switch for lighting control
- Bring circuits from existing panels on lower level
- Supply and install Kawneer 450 center set in interior openings.
- Doors will be CRL heavy glass doors (pair)
- Hardware will be overhead closers, center pivots, 12" back-to-back pulls, 10" bottom rail, MS dead bolt lock in bottom of door.
- Finish will be class I clear anodized.
- Glass will be ½" clear tempered.
- Brake metal trim finish to match storefront
- Supply and install baked enamel toilet partitions.

Lump Sum _____ **\$112,461.00**

Option for painting _____ **\$4,968.00**

Option for flooring _____ **\$16,348.00**

EXCLUSIONS from the scope of work in this proposal are as follows:

- Excludes any item not specifically called out in the scope.
- Any item discovered during the course of work not specifically addressed, will be subject to additional charges.
- A clean clear work area must be provided for Milestone's craftsmen, Subcontractors, and the use of mobile equipment.

SCHEDULE for the above scope of work ("Work"), is based on Milestones Normal Working Hours and Workdays, and shall not exceed 30 workdays from the project start date. Unless otherwise agreed, Normal Working Hours and Workdays are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 workdays shall be required as lead time prior to the project start date. If Milestone is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Milestone; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.



PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Milestone with payments due in full no later than 30 day(s) from the invoice date.

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Milestone shall exercise the degree of care, skill, and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Milestone shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Milestones' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Milestone under this Agreement does not and shall not be construed to approve, represent, or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct, and complete; and Milestone is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Milestone for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed, and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE-NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE-NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Milestone shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.



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Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Milestone may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: MILESTONE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Milestone or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Milestone's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Milestone. Neither Milestone's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Milestone to any such terms. Milestone will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Milestone excludes performance and payment bonds; rock excavation; asbestos or any other hazardous



MILESTONE™

CONSTRUCTION COMPANY, LLC

material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after-hour work, shift work, weekend or holiday work.

EEO: Milestone complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law. **Additional Work:** Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement. **Confidential & Competitive Information:** Owner acknowledges that certain information provided to it by Milestone contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Milestone's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Milestones, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Milestone and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Milestone because of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract. **Governing Law:** This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:

Lance Norsworthy

Milestone Construction Services

Accepted by Owner:

Signature/Title:

Acceptance Date:

Desired Project Start Date:



DATE: February 4, 2022

PROPOSAL SUBMITTED TO: City of Springdale Parks and Recreation

WORK PERFORMED AT: 1906 Cambridge Street Springdale, AR

Scope: All, supervision, labor, material, and equipment to: Build new classroom, two new gang bathrooms and storage rooms in the existing space.

- **Build new walls:**
 - Frame walls using 10'--3-5/8" steel studs
 - Insulate walls with R13 insulation
 - Install 5/8 drywall on both sides
- **Finish new walls:**
 - Tape, mud and float drywall on new walls
 - Prime new walls (no paint)
- **Install electrical**
 - 27 – LED 2x4 flat panel lay ins for offices and bathrooms
 - 18 – 4' LED cable hung strip lights in open area(similar to existing in other areas)
 - 2 – LED exit lights
 - 3 – LED emergency lights
 - Switching per design
 - Occ sensors in bathrooms
 - 17 – General use receptacles throughout space
 - 2 – GFI receptacles (one in each bathroom)
 - Reuse of existing electrical panels and breakers
 - 3 – Data back boxes with conduit stubbed above ceiling
 - 30A power feed for hot water heater
 - 2 – Power connections for exhaust fans
- **Fire alarm relocation as needed**
- **Fire sprinkler head relocation as needed**

Pick-It Construction, Inc.

10024 N Campbell Rd. Fayetteville, AR. 72701

Phone:479-973-5109

www.pickitconstruction.com

Fax:479-571-3672



- **HVAC**
 - Extend new supply and return duct into new space off existing systems.
- **Plumbing**
 - **Men's bathroom:**
 - 1-stool
 - 1-urinal
 - 2 wall hung sinks
 - Toilet partitions
 - Bath hardware
 - 1-toilet Paper holder
 - 1-Soap dispenser
 - 2-Framed mirror
 - **Women's Bathroom:**
 - 2-stools
 - 2- wall hung sinks
 - Toilet partitions
 - Bath hardware
 - 2-toilet paper holder
 - 1-soap dispenser
 - 2-framed mirror
- **2'x4' Grid ceiling with #1729 ceiling tile**
 - Optional R19 insulation above ceiling \$1,410.00

TOTAL \$124,849.00

Exclusions:

- All floorcoverings by others
- Painting by others
- Doors and trim by others
- All data and final connections by others boxes and conduit above ceiling only

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All pricing subject to change with material cost increases.

NOTE:

The pricing does not include any design pro drawings, health department approvals, or permits.

NOTE:

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor-complete in accordance with above specifications, for the sum of: **\$124,849.00** with payment to be made as follows:

25% DUE WHEN MATERIALS DELIVER. PROGRESS INVOICES WILL BE SENT TWICE MONTHLY FOR WORK COMPLETED. FINAL INVOICE WILL BE SENT AT THE TIME WORK IS COMPLETED. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 8% INTEREST WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call. (479) 973-5109

NOTE: This proposal may be withdrawn if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **\$124,849.00** Payment will be made as outlined above.

I, _____, on behalf of City of Springdale wish to accept this proposal as specified above.

SIGNATURE:

DATE:

Pick-It Construction, Inc.
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