

AMENDED AGENDA

**MEETING OF THE MOUNTAIN HOME CITY COUNCIL
AUGUST 5, 2021 . . . 6:00 P.M.
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING**

Pledge of Allegiance

Prayer

Roll Call

Minutes from the July 15, 2021 Regular Council Meeting

Minutes from the July 22, 2021 Special Council Meeting

Committee Reports

Announcements

NEW BUSINESS

AN ORDINANCE AMENDING THE CONTRACTED WATER RATES BETWEEN THE CITY OF MOUNTAIN HOME WATER DEPARTMENT AND WHOLESALE PURCHASERS – AS OUTLINED IN ORDINANCE NO. 599 SECTION 8 AS AMENDED BY ORDINANCE NO. 01-21, 03-12, 2005-42, 2006-28, 2007-24, 2008-21, 2009-13, 2010-22, 2011-10, 2012-6, 2013-7, 2014-11, 2016-13 & 2019-28, 2020-32. presented by Water & Sewer Director Alma Clark

AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER & GARVER ENGINEERING – PROJECT # 21301381
presented by Water & Sewer Director Alma Clark

POLICE DEPARTMENT INVENTORY DISPOSAL presented by Police Chief Eddie Griffin

A RESOLUTION IN SUPPORT OF THE HIGHWAY 412 PROJECT presented by Mayor Hillrey Adams

DISCUSSION REGARDING WAY FINDER SIGN PROGRAM FROM ARDOT presented by Street Director Arnold Knox

DISCUSSION REGARDING CITY OF MOUNTAIN HOME HOLIDAY TOUR LIGHTS presented by Mayor Hillrey Adams

A RESOLUTION IN SUPPORT OF THE MOUNTAIN HOME SCHOOL DISTRICT AND LOCAL DECISION MAKING presented
by Councilman Jim Bodenhamer

OLD BUSINESS

COMMENTS

ADJOURN

Respectfully Submitted,
Brian A. Plumlee, City Clerk

CITY OF MOUNTAIN HOME

720 South Hickory • Mountain Home, Arkansas 72653 • Phone: (870) 425-5116 • Fax: (870) 425-9290
www.cityofmountainhome.com

REGULAR CITY COUNCIL MEETING – JULY 15th , 2021

1. The Mountain Home City Council met in regular session July 15th , 2021 in the Council Chambers of the Municipal Building. Mayor Hillrey Adams called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance and a prayer.
2. **ROLL CALL** The following council members were present for the roll call: Nick Reed, Jim Bodenhamer, Jennifer Baker, Susan Stockton, Bob Van Haaren, and Paige Evans. Wayne Almond and Carry Manual were absent from the meeting.
3. **OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Attorney Roger Morgan, City Clerk Brian Plumlee, and Police Chief Eddie Griffin.
4. **MEDIA** Scott Liles – KTLO and Chris Fulton – Baxter Bulletin
5. **MINUTES** Councilwoman Jennifer Baker made a motion to approve the regular council meeting minutes from July 1st , 2021. The motion was seconded by Councilwoman Stockton. The City Clerk recorded the following vote; 6 – yes: Reed, Bodenhamer, Evans, Baker, Stockton, and Van Haaren.
6. **NEW BUSINESS**

AN ORDINANCE AMENDING ORDINANCE NO. 296, AS AMENDED, WITH REFERENCE TO ZONING WITHIN THE CITY LIMITS OF THE CITY OF MOUNTAIN HOME, ARKANSAS, RELATIVE TO CHANGING AREA ZONED AS RESIDENTIAL R-1 TO COMMERCIAL C-3. Address – 1559 Glenbriar Drive City Attorney Roger Morgan put the ordinance on first reading and read it to its entirety.

SECOND READING Councilwoman Baker made a motion to suspend the rules and put the ordinance on second reading, Councilman Bodenhamer seconded the motion. The City Clerk recorded the following vote: all present – yes. The motion was declared adopted and the ordinance was read for a second time by title only.

THIRD READING Councilwoman Baker made a motion to suspend the rules and read the ordinance for the third time by title only. Councilman Van Haaren seconded the motion. The City Clerk recorded the following vote: all present – yes. The motion was declared adopted and the ordinance was read for a third time by title only.

ADOPTION... Councilwoman Baker made the motion to adopt the ordinance it was seconded by Councilwoman Stockton. The City Clerk recorded the following vote: all present – yes. The ordinance was declared adopted.

EMERGENCY CLAUSE... Councilwoman Baker made the motion to adopt the emergency clause, it was seconded by Councilwoman Evans. The City Clerk recorded the following vote: all present – yes. The emergency clause was declared adopted.

7. **OLD BUSINESS**
8. **ADJOURN...**6:25 P.M. with no further business to come before the council. Mayor Adams declared the meeting adjourned at 6:25 p.m.

HILLREY ADAMS, MAYOR

ATTEST:

BRIAN A. PLUMLEE, CITY CLERK

SPECIAL CITY COUNCIL MEETING – JULY 22nd , 2021

9. The Mountain Home City Council met in special session July 22nd , 2021 in the Council Chambers of the Municipal Building. Mayor Hillrey Adams called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance and a prayer.
10. **ROLL CALL** The following council members were present for the roll call: Nick Reed, Jim Bodenhamer, Jennifer Baker, Susan Stockton, Bob Van Haaren, and Wayne Almond, and Paige Evans. Carry Manual was absent from the meeting.
11. **OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Clerk Brian Plumlee, and Treasurer Marshella Norell.
12. **MEDIA** Scott Liles – KTLO
13. **NEW BUSINESS**

MOTION TO READ THE ORDINANCE BY TITLE ONLY – Councilman Van Haaren made a motion to read the bond ordinance by title only, Councilwoman Stockton seconded the motion. City Clerk Brian Plumlee recorded the following motion: all present – yes.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF CAPITAL IMPROVEMENTS; PLEDGING SALES AND USE TAXES AGGREGATING 0.75% TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

Attorney Ryan Bowman from Friday, Eldredge, & Clark LLP put the ordinance on first reading and read it by title only.

SECOND READING Councilman Van Haaren made a motion to suspend the rules and put the ordinance on second reading, Councilwoman Evans seconded the motion. The City Clerk recorded the following vote: all present – yes. The motion was declared adopted and the ordinance was read for a second time by title only.

THIRD READING Councilman Van Haaren made a motion to suspend the rules and read the ordinance for the third time by title only. Councilman Reed seconded the motion. The City Clerk recorded the following vote: all present – yes. The motion was declared adopted and the ordinance was read for a third time by title only.

ADOPTION... Councilman Van Haaren made the motion to adopt the ordinance it was seconded by Councilwoman Baker. The City Clerk recorded the following vote: all present – yes. The ordinance was declared adopted.

EMERGENCY CLAUSE... Councilwoman Baker made the motion to adopt the emergency clause, it was seconded by Councilman Almond. The City Clerk recorded the following vote: all present – yes. The emergency clause was declared adopted.

14. OLD BUSINESS

15. **ADJOURN...6:25 P.M.** with no further business to come before the council. Mayor Adams declared the meeting adjourned at 6:25 p.m.

HILLREY ADAMS, MAYOR

ATTEST:

BRIAN A. PLUMLEE, CITY CLERK

JULY 2021 Committee Meeting

07/08/2021 – 5:15PM. Attending: Alma Clark, Jennifer Baker, Bob Van Haaren, Nick Reed & Kirby Rowland.
We met in council chamber. The meeting adjourned at 5:45 pm.

- Cash analysis / Revenue / Expense Report ending June 2021 were passed out.
- Project reports for month ending June 2021 passed out.
- Our water loss was 25.2 % Ending June 2021. The previous month was at 22.2%. We continue to fix and find leaks daily.
- Kirby gave updates to the Committee on several things that the water/sewer department is working on: WWTP upgrades, The new Lake intake site, Assessment of Backwash sludge handling at WTP, Possible change in disinfection / De-chlorination chemicals at WWTP.
- Passed out copies of the wholesale water rate study for committee and mayor to review. **Wholesale Rate Ordinance will be on the August 5, 2021 Council Agenda for vote.**

PROJECT UPDATES:

- Arkansas Avenue WL Loop Ext: Will be starting next week sometime - . We will laying approximately 700' of 6" PVC to loop a water line starting at the end of Ozark Ave and tying into and 8" line on North Cardinal Drive. All parts for this job are supplied by the Developer Hobbs Investments. We are supplying Labor & Equipment to install all the line & fittings.
- Buttercup Dr SL Upgrade: Started 06/28/2021 . We will be replacing approximately 786' of 8" old concrete line & manholes.... With 10' SDR 26 - 10" PVC & 3 new manholes. This job runs along the creek area off buttercup drive ... To date we have laid 294' of pipe & replaced 1 manhole. Remaining 492' and 2 manholes...
- Baxter Avenue SL upgrade: We will be replacing approximately 200' of old concrete sewer line on Baxter Avenue starting next week. Then move back to Buttercup Dr.
- Also have started looking at what we are going to have to do on Hwy 5 S as far as relocating water/sewer lines in the state right of way for the new widening of Hwy 5 S starting around the bridge area by oak tree trailer park all the way to the bypass.

*****OUR NEXT MEETING HAS CHANGE DAYS & DATE*****

NEXT MEETING WILL BE HELD ON **THURSDAY – AUGUST 12, 2021 @ 5:15 pm.**

Meeting will be held in council chambers.

Street Committee Meeting
July 20, 2021 – 12:30 p.m.

The meeting was called to order at 12:30 p.m.

Present were, Arnold Knox, Director of Streets; Jim Bodenhamer, Susan Stockton, Jennifer Baker and Paige Evans, Committee members.

The Street Report for June 2021 was reviewed. Arnie reported the Burnett Drive rebuild project was at the last section to be made to 3 lane is expected the end of summer for completion. The crew is about halfway down from Beard Street moving toward Buttercup Drive, and added, the total cost is at \$444,009.77.

The rebuild project at Spring Street is going well. The intersection at Club Boulevard is set, new culvert is in, and the crew is now working on curbs. The cost to date at Spring Street is \$59,961.73.

The Overlays will be starting hopefully at the end of this week. Atlas Asphalt got into the Covid situation with their crew, so their work has been set back. Arnie said he anticipates them starting at the end of this week. The cost for the June Overlays is milling the asphalt that took place, which is \$18,024.16. The next bid opening for Overlays will be this Thursday, the 22nd, which will see the streets completed by the end of October. He reported that Cardinal Drive from 9th Street to Highway 62 will be done, also Kentwood in Northern Hills is on the schedule. Jennifer commented that Cardinal is a very rough street. Arnie said there is an average of 4,000 cars per day that travel Cardinal Drive. Jim suggested, since Cardinal Drive will be a big job, maybe notify the Press to announce the work so drivers will use alternate routes. Paige also suggested, since it is a highly traveled street, something on Facebook with a map showing alternate routes would be good.

Arnie reported that Maintenance costs were low last month, with trimming, mowing, and painting totaling \$11,994.70. He added, most of that crew were milling streets for the Overlays.

The Budget Summary was reviewed, and Arnie reported it looked good and expected about \$2.5 million will carry over to next years' budget. Jim asked if he was allocating any money for the Highway 5 South project. Arnie said no, but if he were to be bidding out the project, then yes, he would put money away for that. Since the City will be working on it, it will come out of the planned Budget.

The State Aid project for next year was discussed. Arnie explained to the Committee that he and the mayor are going to meet with the highway department next week to discuss the State Aid project. He said every three to four years the city will come up on the list for approximately \$250,000 in overlays paid for with state sales tax. He added, he has scheduled Hickory Street, Dyer Street, along with 2nd, 8th, Elm Streets to be overlayed. He said, Alma wanted to get into the old sewer lines on both Hickory Street and Dyer Street for repairs before this is to be done next year. Arnie said the last time the city had overlays from State Aid was in 2017 and said, generally what we do as soon as the State Aid project is done, the next year, January, is to come up with another list of about a quarter million dollars of overlays that would suit the state's criteria. We will then wait for our name to come up the list, which will be a three or four year wait. This is always good to get some asphalt down with taxpayer money instead of ours. He told the committee he is glad we didn't come up this year for the overlays because he wanted Alma to get her sewers done before the asphalt. He told the committee that's the last thing he wants to happen is get new asphalt down then have to rip into it for repairs to be done, and they agreed.

Paige told Arnie and the committee that while she was out of town, she drove around and noticed the condition of streets compared to ours and said everyone should be proud of our city streets and the Street Department, because when you drive on our streets, you do not see potholes, they are non-existent. You don't realize how nice our streets are

until you go out of town to other cities and see the condition of their streets. Paige then explained, you take Cardinal Drive for instance, that road is heavily traveled, which is expected to be the way it is. She said she commends Arnie and his department because they probably don't get thanked enough. Susan agreed they do a great job. Arnie said he gets a lot of phone calls for little things, and gets right on those, and he keeps up on the maintenance.

The meeting adjourned at 12:50 p.m.



Mountain Home Police Department

- A duty to serve, an honor to protect -

424 West 7th Street • Mountain Home, Arkansas 72653

Office 870.425.6336 • Fax (870) 425.6092

www.mtnhomepolice.com

Edward Griffin, Chief of Police



Public Safety Committee Meeting

July 20, 2021

1. Bryan Corbett was promoted to Patrol Lieutenant.
2. Robert Recktenwald was promoted to Patrol Sergeant.
3. Rockie Morrell was promoted to Patrol Corporal.
4. School Resource Officers Ryan Thompson and Nick Maze attended Advanced Law Enforcement Rapid Response level 1 training.
5. Sergeant Lacy Holland attended School Resource Officer level 2 training through the Criminal Justice Institute.
6. MHPD provided approximately 130 hours of service for the annual Red, White, and Blue events. The different events include the parade with 15 officers x 2 hours, Friday night music with 8 officers x 5 hours, Saturday morning 5K run with 6 officers x 2 hours, and Saturday night fireworks with 8 officers x 6 hours.
7. Active Shooter training took place at Pinkston Middle School. A total of 44 officers were trained from Mountain Home Police Department, Baxter County Sheriff's Office, and Arkansas State Police.
8. During the past six weeks seven employees have tested positive with COVID 19.



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Edward Griffin, Chief of Police



9. Request to dispose of three patrol vehicles.

- 2009 Ford Crown Vic, Unit Number 122, VIN 2FAHP71V59X106109
- 2009 Dodge Avenger, Unit Number 111, VIN 1B3LC56B09N505385
- 2013 Dodge Charger, Unit Number 105, VIN 2C3CDXAT3DH584340

10. Statistics

- Nature Code Report – Dispatch
- Uniform Code Report (UCR)
- Patrol
- Criminal investigation (CID)
- School Resource Officer (SRO)
- Code Enforcement (Comcate report)

CERTIFICATE OF TITLE

STATE OF ARKANSAS

Unit 122

309078

VEHICLE IDENTIFICATION NUMBER 2FAHP71V59X106109		YEAR 2009	MAKE FORD	MODEL CVC	BODY TYPE 4D
TITLE NUMBER 99710854985	PREVIOUS TITLE NUMBER MSO	PREV. TITLE STATE	ISSUE DATE 11/03/2008	ODOMETER 8	UNLADEN WEIGHT 3960

MAILING ADDRESS

CITY OF HOT SPRINGS
P O BOX 6300
HOT SPRINGS AR 71902

REMARKS

OD ACTUAL

OWNER

CITY OF HOT SPRINGS
P O BOX 6300
HOT SPRINGS AR 71902

[Signature]

4/17/17

City of Hot Springs

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



02330135

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

Timothy J. Leathers
COMMISSIONER OF REVENUE

VOID IF ALTERED

unit 111

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER 1B3LC56B09N505385		YEAR 2009	MAKE DODG	MODEL AVENGER	BODY TYPE SD
TITLE NUMBER 761001636554	PREVIOUS TITLE NUMBER 726509119001	PREV. TITLE STATE OK	ISSUE DATE 09/25/2014	ODOMETER 77320	UNLADEN WEIGHT 3405

MAILING ADDRESS

MOUNTAIN HOME POLICE DEPT
424 W 7TH ST
MOUNTAIN HOME, AR 72653-4308

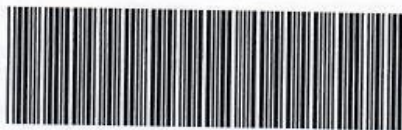
REMARKS

OD ACTUAL

OWNER

MOUNTAIN HOME POLICE DEPT
424 W 7TH ST
MOUNTAIN HOME, AR 72653-4308

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



SRO0301
07440903

The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

Timothy J. Larkins

COMMISSIONER OF REVENUE

VOID IF ALTERED

unit 105

CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER 2C3CDXAT3DH584340		YEAR 2013	MAKE DODG	MODEL CHA /	BODY TYPE 4D
TITLE NUMBER 03011301513	PREVIOUS TITLE NUMBER MSO	PREV. TITLE STATE	ISSUE DATE 02/20/2013	ODOMETER 3	UNLADEN WEIGHT 4138

MAILING ADDRESS

MOUNTAIN HOME POLICE DEPARTMENT
424 WEST 7TH ST
MOUNTAIN HOME AR 72653

REMARKS

OD ACTUAL

OWNER

MOUNTAIN HOME POLICE DEPARTMENT
424 WEST 7TH ST
MOUNTAIN HOME AR 72653

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

Timothy J. Larkness

COMMISSIONER OF REVENUE

05979480

VOID IF ALTERED

Baxter County 911
815 HWY 62 W Mountain Home , AR 72653

Saving Lives Behind The Scenes

CFS By Department - Select Department By Date

For MOUNTAIN HOME POLICE DEPARTMENT 6/1/2021 - 6/30/2021

MOUNTAIN HOME POLICE DEPARTMENT	Count	Percent
Abandoned Vehicle	4	0.40%
Abuse	1	0.10%
Accident Hit & Run	4	0.40%
Accident Parking Lot	22	2.19%
Accident Property Damage	3	0.30%
Accident Unknown Injuries	7	0.70%
Accident With Injuries	3	0.30%
Accident With No Injuries	30	2.99%
Alarm-Bank	3	0.30%
Alarm-Business	59	5.87%
Alarm-Residential	7	0.70%
Alcohol Related	6	0.60%
Animal Call	25	2.49%
ARREST	1	0.10%
Assault	8	0.80%
Assist Other Agency	1	0.10%
Attempt To Locate	6	0.60%
Break In	14	1.39%
Child Custody	3	0.30%
Civil Matter	6	0.60%
Death	1	0.10%
Dispute	20	1.99%
Disturbance	26	2.59%
Domestic	8	0.80%
Domestic Physical	1	0.10%
Domestic Verbal	4	0.40%
Drug Related	6	0.60%
Escort	3	0.30%
Fight In Progress	4	0.40%
Fire or Smoke Investigate	1	0.10%
Fire Structure	1	0.10%
Fireworks	3	0.30%
Fraud	3	0.30%
Funeral Escort	2	0.20%
Gas Drive Off	1	0.10%
Gas Odor/Break	1	0.10%
Gunshot/Sounds of	1	0.10%
Hang Up Call	1	0.10%
Harassment	12	1.19%
Indecent Exposure/Nudity	3	0.30%
Lockout	60	5.97%

MOUNTAIN HOME POLICE DEPARTMENT		Count	Percent
Loitering		6	0.60%
Medical Dispatch		4	0.40%
Missing Juvenile		1	0.10%
Missing Person		4	0.40%
Noise Complaint		11	1.09%
Non-Emergency		26	2.59%
Open Line		3	0.30%
Overdose		1	0.10%
Parking Violation		2	0.20%
Power Lines Down		1	0.10%
Property Damage		6	0.60%
Property Exchange		1	0.10%
Prowler		2	0.20%
Psychiatric/Behavioral		7	0.70%
Reckless Driver		40	3.98%
Rescue Medical		8	0.80%
Road Rage		1	0.10%
Robbery		1	0.10%
Rolling Domestic		1	0.10%
Runaway		1	0.10%
Service Call		13	1.29%
Sex Offense		1	0.10%
Shoplifting		4	0.40%
Suicidal		10	1.00%
Suicide Attempt		1	0.10%
Suspicious Activity		9	0.90%
Suspicious Person		21	2.09%
Suspicious Vehicle		9	0.90%
Theft		24	2.39%
Threats		13	1.29%
Traffic Hazard		16	1.59%
Traffic Stop		312	31.04%
Trespassing		5	0.50%
Unauthorized Use Motor Vehicle		2	0.20%
Unlawful Dumping		1	0.10%
Unruly Juvenile		3	0.30%
Vandalism		7	0.70%
Violation of Order of Protection		3	0.30%
Weather Related		1	0.10%
Welfare Check		48	4.78%
Total Records For MOUNTAIN HOME POLICE DEPARTMENT		1005	Dept Calls/Total Calls 100.00%
Total Records		1005	



Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 06/01/2021 00:00 Through 06/30/2021 23:59

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Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
ANIMAL CRUELTY TO	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
ASSAULT - 1ST DEGREE / RECKLESS CONDUCT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
ASSAULT - 2ND DEGREE / RECKLESS CONDUCT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
ASSAULT - 3RD DEGREE / CREATES APPREHENS	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
BATTERY - 3RD DEGREE / D241	0	0	0	0	0	5	0	0	0	0	0	0	5	3.33
BURGLARY / COMMERCIAL	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
BURGLARY / RESIDENTIAL	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
BURGLARY / RESIDENTIAL	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
CONTROLLED SUBSTANCE, POSSESSION	0	0	0	0	0	5	0	0	0	0	0	0	5	3.33
CRIMINAL MISCHIEF	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
CRIMINAL MISCHIEF UNDER \$500.00	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
CRIMINAL TRESPASS / PREMISES	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
CRIMINAL USE OF PROHIBITED WEAPON	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
DEATH	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
DELIVERY OF CONTROLLED SUBSTANCE	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
DISCHARGE FIREARM IN CITY LIMITS	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
DISORDERLY CONDUCT	0	0	0	0	0	4	0	0	0	0	0	0	4	2.67
DOMESTIC ASSAULT 3RD DGREE	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
DOMESTIC BATTERY 3RD-PURPOSE OF INJURY	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
DRIVING WHILE LIC SUSP OR REV	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
DRIVING WHILE LICENSE SUSP/REV FOR DWI	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
DRUG PARAPHERNALIA, POSSESSION	0	0	0	0	0	4	0	0	0	0	0	0	4	2.67
DWI 2ND OFF	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
FORGERY	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
FOUND PROPERTY	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
FRAUD	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
FRAUDULENT USE OF A CREDIT CARD / OTHER	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
HARASSING COMMUNICATIONS	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67

Print Date: Jul 08 2021 - 11:32:20

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Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 06/01/2021 00:00 Through 06/30/2021 23:59

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Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
HARASSMENT	0	0	0	0	0	5	0	0	0	0	0	0	5	3.33
IDENTITY THEFT	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
INCIDENT	0	0	0	0	0	9	0	0	0	0	0	0	9	6.00
INFORMATION ONLY	0	0	0	0	0	6	0	0	0	0	0	0	6	4.00
MISSING PERSON	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
OBSTRUCTING GOVERNMENTAL OPERATIONS / FA	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
PORNOGRAPHY/OBSCENE MATERIAL/CHILD	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
POSSESS CONTROLLED SUBSTANCE SCHED I/II	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
POSSESS CONTROLLED SUBSTANCE SCHED IV/V	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
POSSESSION CONTROLLED SUBSTANCE	0	0	0	0	0	2	0	0	0	0	0	0	2	1.33
RAPE-SEXUAL INTERCOURSE-FORCIBLE	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
REFUSAL TO SUBMIT TO ARREST	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
SEXUAL INDECENCY WITH A CHILD	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
SUICIDAL THREAT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
TERRORISTIC THREATENING	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
THEFT OF LEASED / RENTED PROPERTY	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
THEFT OF PROPERTY-ALL OTHER	0	0	0	0	0	7	0	0	0	0	0	0	7	4.67
THEFT OF PROPERTY-LESS THAN 500.00	0	0	0	0	0	12	0	0	0	0	0	0	12	8.00
THEFT OF PROPERTY-MOTOR VEH PARTS/ACCESS	0	0	0	0	0	5	0	0	0	0	0	0	5	3.33
THEFT OF PROPERTY-PURSE SNATCHING	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
THEFT OF PROPERTY-MOTOR VEHICLE	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
UNAUTHORIZED USE OF A VEHICLE	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
UNSAFE LOAD	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
VIOLATION OF A PROTECTION ORDER	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
WARRANT-COC FAIL TO PAY FINE	0	0	0	0	0	13	0	0	0	0	0	0	13	8.67
WARRANT-CONTEMPT OF COURT	0	0	0	0	0	3	0	0	0	0	0	0	3	2.00
WARRANT-FAILURE TO APPEAR	0	0	0	0	0	10	0	0	0	0	0	0	10	6.67
WARRANT-OTHER	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67

Print Date: Jul 08 2021 - 11:32:20

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Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 06/01/2021 00:00 Through 06/30/2021 23:59

Page 3 of 3

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
WARRANT-OTHER AGENCY-MISDEMEANOR	0	0	0	0	0	1	0	0	0	0	0	0	1	0.67
Totals:	0	0	0	0	0	150	0	0	0	0	0	0	150	



Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 04/01/2021 00:00 Through 06/30/2021 23:59

Page 1 of 4

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
ABUSE OF ADULTS / ABUSE ENDANGERED OR IM	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
AGGRAVATED ASSAULT	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
ANIMAL BITE	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
ANIMAL, CRUELTY TO	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
ASSAULT - 1ST DEGREE / RECKLESS CONDUCT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
ASSAULT - 2ND DEGREE / RECKLESS CONDUCT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
ASSAULT - 3RD DEGREE / CREATES APPREHENS	0	0	0	3	1	3	0	0	0	0	0	0	7	1.39
BATTERY - 3RD DEGREE / D241	0	0	0	1	3	5	0	0	0	0	0	0	9	1.79
BREAKING OR ENTERING-BUILDING / STRUCTUR	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
BREAKING OR ENTERING-FROM A VEHICLE	0	0	0	2	0	0	0	0	0	0	0	0	2	0.40
BURGLARY / COMMERCIAL	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
BURGLARY / RESIDENTIAL	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
BURGLARY, RESIDENTIAL	0	0	0	0	2	2	0	0	0	0	0	0	4	0.80
CONTRIBUTING TO DELINQUENCY OF A JUVENIL	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
CONTROLLED SUBSTANCE, POSSESSION	0	0	0	9	15	5	0	0	0	0	0	0	29	5.77
CRIMINAL MISCHIEF	0	0	0	4	5	2	0	0	0	0	0	0	11	2.19
CRIMINAL MISCHIEF- 1ST PROP OVER \$500	0	0	0	1	2	0	0	0	0	0	0	0	3	0.60
CRIMINAL MISCHIEF UNDER \$500.00	0	0	0	1	4	1	0	0	0	0	0	0	6	1.19
CRIMINAL TRESPASS / PREMISES	0	0	0	0	4	1	0	0	0	0	0	0	5	0.99
CRIMINAL USE OF PROHIBITED WEAPON	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
DEATH	0	0	0	1	1	2	0	0	0	0	0	0	4	0.80
DELIVERY OF CONTROLLED SUBSTANCE	0	0	0	9	4	3	0	0	0	0	0	0	16	3.18
DISCHARGE FIREARM IN CITY LIMITS	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
DISORDERLY CONDUCT	0	0	0	4	4	4	0	0	0	0	0	0	12	2.39
DISORDERLY CONDUCT-CREATE HAZ CONDITION	0	0	0	1	2	0	0	0	0	0	0	0	3	0.60
DISORDERLY CONDUCT-FIGHTING, THREATENING	0	0	0	4	0	0	0	0	0	0	0	0	4	0.80
DISORDERLY CONDUCT-REFUSE TO DISPERSE	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
DOMESTIC ASSAULT 1 3RD DGREE	0	0	0	0	4	2	0	0	0	0	0	0	6	1.19



Mountain Home Police Department
Incidents Reported Statistics By Charge From UCR (by Month)
Dates From 04/01/2021 00:00 Through 06/30/2021 23:59

Page 2 of 4

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
DOMESTIC BATTERY-3RD-PURPOSE OF INJURY	0	0	0	2	4	2	0	0	0	0	0	0	8	1.59
DRIVING ON SUSPENDED VEHICLE LICENSE	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
DRIVING WHILE LIC SUSP OR REV	0	0	0	1	1	3	0	0	0	0	0	0	5	0.99
DRIVING WHILE LICENSE SUSP/REV FOR DWI	0	0	0	1	0	1	0	0	0	0	0	0	2	0.40
DROVE LEFT OF CENTER	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
DRUG PARAPHERNALIA, POSSESSION	0	0	0	8	10	4	0	0	0	0	0	0	22	4.37
DRUNKEN/INSANE	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
DUI 1ST/UNDERAGE	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
DUI 1ST DRUGS	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
DUI 1ST OFF	0	0	0	4	2	0	0	0	0	0	0	0	6	1.19
DWI 2ND OFF	0	0	0	1	0	1	0	0	0	0	0	0	2	0.40
FILING FALSE POLICE REPORT	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
FLEEING	0	0	0	3	0	0	0	0	0	0	0	0	3	0.60
FORGERY	0	0	0	2	6	2	0	0	0	0	0	0	10	1.99
FOUND PROPERTY	0	0	0	0	1	1	0	0	0	0	0	0	2	0.40
FRAUD	0	0	0	1	2	1	0	0	0	0	0	0	4	0.80
FRAUDULENT USE OF A CREDIT CARD / OTHER	0	0	0	0	1	1	0	0	0	0	0	0	2	0.40
HARRASSING COMMUNICATIONS	0	0	0	6	1	1	0	0	0	0	0	0	8	1.59
HARRASSMENT	0	0	0	5	8	5	0	0	0	0	0	0	18	3.58
IDENTITY THEFT	0	0	0	1	4	3	0	0	0	0	0	0	8	1.59
INCIDENT	0	0	0	9	9	9	0	0	0	0	0	0	27	5.37
INFORMATION ONLY	0	0	0	2	1	6	0	0	0	0	0	0	9	1.79
LOST OR STOLEN	0	0	0	1	1	0	0	0	0	0	0	0	2	0.40
MISSING PERSON	0	0	0	0	3	1	0	0	0	0	0	0	4	0.80
NOISE ORDINANCE	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
OBSTRUCTING GOVERNMENTAL OPERATIONS / FA	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
OPEN CONTAINER	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
PORNOGRAPHY/OBSCENE MATERIAL/CHILD	0	0	0	0	1	2	0	0	0	0	0	0	3	0.60



Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)
Dates From 04/01/2021 00:00 Through 06/30/2021 23:59

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
POSS. DRUG PARAPHERNALIA	0	0	0	0	2	0	0	0	0	0	0	0	2	0.40
POSSESS CONTROLLED SUBSTANCE SCHED I,II	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
POSSESS CONTROLLED SUBSTANCE SCHED I,II	0	0	0	0	1	1	0	0	0	0	0	0	2	0.40
POSSESS CONTROLLED SUBSTANCE SCHED IV,V	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
POSSESS DRUG PARAPHERNALIA	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
POSSESSION CONTROLLED SUBSTANCE	0	0	0	3	0	2	0	0	0	0	0	0	5	0.99
POSSESSION OF FIREARM BY CERTAIN PERSONS	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
PROPERTY DAMAGE	0	0	0	1	1	0	0	0	0	0	0	0	2	0.40
PUBLIC INTOXICATION	0	0	0	3	5	0	0	0	0	0	0	0	8	1.59
PURCHASE, POSSESSION OF INTOXICATING LIQ	0	0	0	2	0	0	0	0	0	0	0	0	2	0.40
RAPE-SEXUAL INTERCOURSE-FORCIBLE	0	0	0	1	0	1	0	0	0	0	0	0	2	0.40
RECKLESS DRIVING	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
REFUSAL TO SUBMIT TO ARREST	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
RUNAWAY	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
SEXUAL ASSAULT 4TH DEGREE	0	0	0	3	0	0	0	0	0	0	0	0	3	0.60
SEXUAL ASSAULT 3RD DEGREE	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
SEXUAL INDECENCY WITH A CHILD	0	0	0	0	0	3	0	0	0	0	0	0	3	0.60
SHOPLIFTING	0	0	0	0	2	0	0	0	0	0	0	0	2	0.40
SIMULTANEOUS POSSESSION OF DRUGS AND FIR	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
SUICIDAL THREAT	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
TERRORISTIC THREAT 1ST-THREAT PROP DAMAG	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
TERRORISTIC THREATENING	0	0	0	1	0	1	0	0	0	0	0	0	2	0.40
THEFT OF LEASED / RENTED PROPERTY	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
THEFT OF PROPERTY-ALL OTHER	0	0	0	17	8	7	0	0	0	0	0	0	32	6.36
THEFT OF PROPERTY-FROM MOTOR VEH-NO PART	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
THEFT OF PROPERTY-LESS THAN 500.00	0	0	0	10	9	12	0	0	0	0	0	0	31	6.16
THEFT OF PROPERTY-MOTOR VEH PARTS/ACCESS	0	0	0	3	2	5	0	0	0	0	0	0	10	1.99
THEFT OF PROPERTY-PURSE SNATCHING	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20



Mountain Home Police Department

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 04/01/2021 00:00 Through 06/30/2021 23:59

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Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
THEFT OF PROPERTY - LOST, MISLAD, DELIV	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
THEFT OF PROPERTY-MOTOR VEHICLE	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
THEFT OF SERVICES-DECEPTION	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
TRASH DUMPING	0	0	0	1	0	0	0	0	0	0	0	0	1	0.20
UNAUTHORIZED USE OF A VEHICLE	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
UNSAFE LOAD	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
VIOLATION OF A PROTECTION ORDER	0	0	0	0	0	1	0	0	0	0	0	0	1	0.20
VIOLATION OF NO CONTACT ORDER	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
WARNING CRIMINAL TRESPASS	0	0	0	0	1	0	0	0	0	0	0	0	1	0.20
WARRANT-COC FAL TO PAY FINE	0	0	0	6	7	13	0	0	0	0	0	0	26	5.17
WARRANT-CONTEMPT OF COURT	0	0	0	2	1	3	0	0	0	0	0	0	6	1.19
WARRANT-FAILURE TO APPEAR	0	0	0	15	19	10	0	0	0	0	0	0	44	8.75
WARRANT-OTHER	0	0	0	0	3	1	0	0	0	0	0	0	4	0.80
WARRANT-OTHER AGENCY-MISDEMEANOR	0	0	0	1	2	1	0	0	0	0	0	0	4	0.80
WARRANT-PROBATION VIOLATION	0	0	0	0	2	0	0	0	0	0	0	0	2	0.40
Totals:	0	0	0	172	181	150	0	0	0	0	0	0	503	



Mountain Home Police Department
Activity Summary - By Assignment / Activity Type
Dates From 06/01/2021 Through 06/30/2021

Page 1 of 1

Assignments

Description	Count
DAILY ADMINISTRATIVE DUTIES - LIEUTENANT	1
REGULAR PATROL DAILY	187
SPECIAL PATROL DAILY	16
Count: 204	

Activity

Description	Count
ACCIDENT INVESTIGATION	78
ADMINISTRATIVE DUTIES	54
ALARM CALL	70
BREATH TEST ADMINISTERED	2
BUSINESS ESCORT	3
COMPLAINT	372
COURT APPEARANCE	5
CRIMINAL ARREST	28
DOMESTIC VIOLENCE	27
FINGERPRINT	27
FIRE DEPARTMENT ASSIST	6
FUNERAL ESCORT	7
INCIDENT / OFFENSE REPORT	122
MEDICAL ASSIST	22
MOTORIST ASSIST	13
OFFICER ASSIST	207
ON DUTY SECURITY	3
OTHER DEPARTMENT ARREST	1
OTHER DISTURBANCE	8
OTHER PUBLIC SERVICE	102
RESIDENT ASSIST	8
SECURED WEAPONS	175
TRAFFIC ARREST	23
TRAFFIC STOP	271
TRAINING	19
VEHICLE / EQUIPMENT INSPECTION / MAINTENANCE	196
VEHICLE UNLOCK	52
WARNING GIVEN	270
WARRANT OF ARREST	45
WELFARE CHECK	45
Count: 2261	



Mountain Home Police Department
Detective Classification Assigned/Cleared
Dates From 06/01/2021 Through 06/30/2021

Page 1 of 1

Classification	Count	% To Total	Assigned	Cleared
ANIMAL CRUELTY	1	1.89	1	1
BATTERY MISD	3	5.66	2	2
DELIVERY OF CONTROLLED SUBSTAN	3	5.66	3	0
FORGERY	1	1.89	2	5
FRAUD	1	1.89	1	0
GENERAL INVESTIGATION	1	1.89	1	1
HARASSMENT	2	3.77	2	2
HOT LINE CALLED	1	1.89	1	1
INCIDENT	6	11.32	6	7
POSS OF CONTROLLED SUBSTANCE-F	5	9.43	5	6
POSS OF CONTROLLED SUBSTANCE-M	1	1.89	1	1
RAPE-F	1	1.89	1	0
RESIDENTIAL BURGLARY-F	3	5.66	4	3
SEXUAL MISCONDUCT	3	5.66	3	1
TERRORISTIC THREATENING	2	3.77	2	2
THEFT-F	4	7.55	4	2
THEFT-M	13	24.53	12	7
UNAUTHORIZED USE OF VEHICLE	1	1.89	1	1
VIOLATION OF PROTECTION ORDER	1	1.89	1	1
Reported Cases	53		53	43



Mountain Home Police Department
Activity Summary - By Activity Type - SRO
From 06/01/2021 Through 06/30/2021

Page 1 of 2

Activity / Event	Count	% To Total
Accidents - Parking Lot	0	0.00
Accidents - Pedestrian/Vehicle	0	0.00
Accidents - Property Damage	0	0.00
Accidents - Street	0	0.00
Administrative Duties	33	20.50
Alcohol Arrest	0	0.00
Assist. - F. D.	0	0.00
Assist. - Other Agency	1	0.62
Assist. - School Admin.	19	11.80
Athletic Event - Other	0	0.00
Baseball Game	0	0.00
Basketball Game	0	0.00
Classes Attended	4	2.48
Classes Given	9	5.59
Classroom Activity	1	0.62
Classroom Lectures - MHPS	0	0.00
Classroom Lectures - Public	0	0.00
Consultation - Female Students	0	0.00
Consultation - Male Students	1	0.62
Consultation - Parents	0	0.00
Court Appearances	0	0.00
Criminal Arrest	1	0.62
DRE	0	0.00
Drug Arrest	1	0.62
Football Game	0	0.00
Incident Report	2	1.24
K-9 Training (Monthly)	3	1.86
Medical Assist	1	0.62
Meetings - Department	9	5.59

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Mountain Home Police Department, From 06/01/2021, Through 06/30/2021
Juvenile-Activity_Summary_ByActivity
TLTAYLOR



Welcome To Mountain Home, Arkansas

Action Center Code Enforcement **REPORTS** Setup GIS Maps Help

Welcome, Carry Manuel · **LOGOUT**

My Favorite Reports

Code Enforcement

Summary Report

- Case Detail Report
- Costs By Case Report
- Last Activity
- Daily Activity
- Time by Census Tract
- Time by Violations
- Time by User
- Open Cases by Location
- Report by Location
- Address/APN Not Validated
- Exception Report
- Monthly Activity Report
- Time to Close
- Time to Close by Location
- Forms Issued
- Case Aging
- Case Aging by Location
- Case by Status
- Case Response Time
- Cases with Notes
- Proactive vs. Reactive
- Violation Levels Report
- CDBG Summary Report
- CDBG Case Detail Report

[Return to Report Criteria](#)

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	Litty, Kevin		All	All	From 06/01/2021 To 07/30/2021	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	117	101	16

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
Litty, Kevin	117	101	16
Totals	117	101	16

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
Accessory Structures	0	0	0
Dogs and Cats: No More than Three (3) over Six (6) Months Old	1	1	0
Dogs and Cats: Running at Large	2	1	1
Drainage: Leaves, Grass, Debris, or other Article Deposited on Streets or Drainage System	6	6	0
Equipment	0	0	0
Garage Sales	0	0	0
Gutters or Ditches Free of Dirt, Filth, or Obstruction	0	0	0
Non-Operating Motor Vehicles-Private Property	6	6	0
Occupational License	1	0	1
Outside Burning of Yard Waste	0	0	0
Pit Bull Terrier	2	2	0
Premises and Exterior Property	7	5	2
Sign: Off-Site	3	3	0
Vacant Structure	0	0	0
Vicious Animal	0	0	0
Weeds or Grass	94	82	12
Totals	122	106	16

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ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING THE CONTRACTED WATER RATES BETWEEN THE CITY OF MOUNTAIN HOME WATER DEPARTMENT AND WHOLESALE PURCHASERS – AS OUTLINED IN ORDINANCE NO. 599 SECTION 8 AS AMENDED BY ORDINANCE NO. 01-21, 03-12, 2005-42, 2006-28, 2007-24, 2008-21, 2009-13, 2010-22, 2011-10, 2012-6, 2013-7, 2014-11, 2016-13 & 2019-28, 2020-32.

WHEREAS, it is determined by the City Council of Mountain Home, Arkansas that current or existing charges do not reflect the actual costs of service; and

WHEREAS, after reviewing the year ending 2020 audit, the City Council finds that an adjustment is necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MOUNTAIN HOME, ARKANSAS:

SECTION 1. Wholesale Charges

- A. Wholesale customers charge from the water plant is \$4.52 per 1,000 gallons.
- B. Wholesale customers charge from the 960-elevation system is \$5.06 per 1,000 gallons.
- C. Wholesale customers charge from the 1,080-elevation system is \$5.30 per 1,000 gallons.

SECTION 2. Wholesale Reservation

- A. The City of Mountain Home does notwithstanding the provisions of this chapter, reserve the right and responsibility to determine wholesale water rates for water supplied for resale to and used by large consumers, including but not limited to governmental units, water associations and improvement districts. Such wholesale rates shall be set and established from time to time as necessary by agreement and contract with any such entity and by Ordinance of the City of Mountain Home, Arkansas. (Ord. 599 Sec. 8)

SECTION 3.

This Ordinance shall be in effect for all water metered after September 15th, 2021.

PASSED AND APPROVED THIS 5th DAY OF AUGUST 2021.

HILLREY ADAMS, MAYOR

ATTEST:

BRIAN A. PLUMLEE, CITY CLERK



**Agreement
For
Professional Services
Water Treatment Plant Re iduals Study
City of Mountain Home Arkansas
Project No. 21W01381**

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Mountain Home, Arkansas** hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS Owner intends to have examined different alternatives for treating the water treatment plant filter backwash water and flocculating clarifier waste solids (residuals) for eventual disposal as well as the potential to have these wastes pumped back into the City's sewer system for treatment at the wastewater treatment plant (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement,

subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration

rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee

that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible

property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to [one hundred percent (100%)] of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY

WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

The site of the arbitration shall be Little Rock, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Mountain Home, Arkansas

Garver, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Randall G. McIntyre
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: May 26, 2021

Attest: _____

Attest: 

EXHIBIT A

(SCOPE OF SERVICES)

- 1.1 Garver shall provide the following Services:
 - 1.1.1 See Appendix A
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

EXHIBIT B**(COMPENSATION SCHEDULE)**

The lump sum amount to be paid under this Agreement is \$57,000.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about June 1, 2022].

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

APPENDIX A – SCOPE OF SERVICES

1. General

The purpose of this study will be to assess residuals management and disposal alternatives for the City of Mountain Home drinking water treatment plant to meet the challenges associated with storage and dewatering of the solids from filter backwashing and flocculating clarifier solids flushing.

Generally, the scope of services includes:

- Evaluation of treatment residuals produced at the water treatment plant.
- Development of residuals management alternatives.
- Development of residuals disposal alternatives, including:

2. Project Tasks

Task 1: Project Management and Administration

This task will include project administration, including meetings, coordination, and invoicing. Specifically:

- Coordinate with Owner for providing Owner's requirements for the project and review available data.
- Advise Owner as to the necessity of Owner providing data or services that are not part of GARVER's defined Scope of Work.
- Maintain a schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Provide Quality Control and Assurance reviews for project deliverables through a Project Management Plan.
- Maintain and monitor project budget of Professional Services and submit invoices for the project to the Owner.

Task 2: WTP Residuals Assessment

Garver will review historical water quality and residuals production data from the water treatment plant and develop a residuals mass balance to estimate the expected residuals production now and in the future as the water system grows. Garver will use the mass balance to develop design criteria for alternatives for use in Tasks 3 and 4.

Task 3: Residuals Management Alternatives Evaluation

Garver will evaluate:

- Additional sludge ponds / potential drying beds
- Gravity thickening and mechanical dewatering for average annual waste
 - Using existing residuals ponds for maximum month / maximum day storage
- Mechanical thickening and dewatering for average annual waste
 - Using existing residuals ponds for maximum month / maximum day storage

These alternative evaluations will review its expected impact on the existing treatment processes and compatibility with proposed disposal alternatives. Garver will develop opinions of probable construction costs (OPCCs) and 20-year life cycle costs for each alternative. The construction cost estimates will be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs.

Task 4: Residuals Disposal Alternatives Evaluation

Garver will evaluate:

- Continued landfilling
- Partial recycling stream of filter to wastewater
 - Pumping all annual average waste flow to the City sewer system via pump station 390 to the 16" gravity sewer main in Hicks Creek. Continue to use existing residuals ponds for maximum month / maximum day storage

These alternative evaluations will review each disposal alternative based on the capital and operating costs and sustainability of each alternative. Garver will develop conceptual OPCCs and 20-year life cycle costs for each alternative. The construction cost estimates will be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs.

Task 5: Technical Memorandum

Garver will complete a 90% complete draft Technical Memorandum to submit to the Owner for their review.

Task 6: Technical Memorandum Review Meeting

Garver will schedule a meeting to discuss any Owner comments and staff feedback from the memorandum. Garver will incorporate comments from the Owner's staff into the final version of the Technical Memorandum.

3. Project Deliverables

Garver will submit the following documents to the Owner electronically in .pdf format:

- Draft Technical Memorandum
- Final Technical Memorandum

4. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Survey, geotechnical, design, bidding, construction, operations support, utility location, funding assistance, or public outreach services of any kind
- Conversion of Owner-provided data files to Excel or other requested format(s)
- Sample collection
- Water quality laboratory or field analyses
- Environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- Deliverables in addition to those listed herein
- Workshops, site visits, or presentations in addition to those listed herein

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

5. Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Description	Calendar Days
Task 2 Residuals Data Request	10 days from NTP
Task 5 Draft Technical Memorandum	±90 days from receipt of data from the Task 2 Residuals Data Request
Task 6 Draft Technical Memorandum Review Meeting	±10 days from submission of the Task 5 Draft Technical Memorandum
Final Technical Memorandum	±30 days from receipt of comments from the Owner

HWY. 412 PROJECT

Dear Mayor _____,

Attached is a draft of a Resolution for your consideration endorsing the critical needs for improving our Northern Corridor US Highway 412.

It is recognized that both social and economic well-being in each of our Northern Counties is adversely affected by the failure of US Highway 412 not meeting the modern-day standards as a Priority Corridor.

The primary reason our US 412 Corridor has not been considered a priority is there has not been a strong voice raised. This issue affects every county in the Northern region of our state. We have untapped natural resources and an underutilized labor force that, given an adequate surface transportation resource, would result in unparalleled prosperity throughout our entire Northern region.

We are asking that each of our Northern county's City Council's approve and adopt this Resolution that will send a united message that will bring to the forefront the deficiency of US Highway 412.

We value and appreciate your leadership and participation in our efforts to bring improved accessibility providing renewed hope and future to every farm, business, and household along the entire route of US Highway 412.

Sincerely,

RESOLUTION NO. _____

WHEREAS: The City Council of Mountain Home, Arkansas recognizes the social and economic future of all cities and counties in the Northern portion of the State of Arkansas are dependent on accessibility.

WHEREAS: Our US Highway 412 was designated by our United States Congress to be a Priority Corridor to provide as the surface transportation resource to meet the tremendous development potential of the entire Northern Region of our State.

WHEREAS: The current conditions of our Us Highway 412 Corridor do not meet present-day standards and have created a level of intolerance discouraging economic growth and participation by recreational and commercial interest in our Northern Regions.

WHEREAS: US Highway 412 has been consistently identified and substantiated in numerous studies as the primary arterial route intended to serve our Northern Region for commercial, agricultural, and recreational vehicular traffic.

WHEREAS: Our Northern Region has untapped valuable resources and an underutilized labor for that, given ready accessibility, will result in unparalleled prosperity.

WHEREAS: A commitment to bring US Highway 412 to modern-day standards will provided renewed hope and future to every household, business, and farm along the entire East/west Corridor.

NOW, THEREFORE, BE IT RESOLVED: We petition the Arkansas State Highway Commission, the Arkansas Department of Transportation, and our State and Federal Legislative Representatives to commit to fulfilling their obligation of bringing US Highway 412 to the standards of a designated Priority Corridor.

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2021.

HILLREY ADAMS, MAYOR

ATTEST:

BRIAN PLUMLEE, CITY CLERK

WAYFINDER SIGN PROGRAM



**ARKANSAS DEPARTMENT OF TRANSPORTATION SIGNING POLICIES AND
GUIDELINES**

Wayfinding Program Minute Order

- 2011-176 WHEREAS, it is considered appropriate to implement a formal policy whereby local jurisdictions may adopt a Wayfinding Program to provide for local control of guide signs maintained on conventional state highways within a defined wayfinding region; and
- WHEREAS, any county or incorporated municipality within the State of Arkansas that is organized with legal authority to construct and maintain its own local roads is eligible to develop a Wayfinding Program; and
- WHEREAS, these signs will provide a benefit to motorists seeking to locate destinations and/or points of interest identified by the local jurisdiction.
- NOW THEREFORE, the Director is hereby authorized to proceed with the Wayfinding Program in accordance with the attached policy.

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GUIDELINES**

WAYFINDING PROGRAM POLICY

PURPOSE

As stated in the Manual on Uniform Traffic Control Devices, wayfinding guide signs are part of a coordinated and continuous system of signs that direct tourists and other road users to key civic, cultural, visitor, and recreational attractions and other destinations within a city or a local urbanized or downtown area. The purpose of this policy is to establish methods, procedures, and guidelines under which a local government may adopt a wayfinding guide sign program (Wayfinding Program) to provide for local control of guide signs maintained on conventional state highways within a defined Wayfinding Region.

APPLICATION AND SCOPE OF PROGRAM

- (1) Any county or incorporated municipality that is organized with legal authority to construct and maintain its own local roads is eligible to adopt a Wayfinding Program as provided in this policy.
- (2) Adoption of a Wayfinding Program is optional, and nothing in this policy shall be construed to require any county or municipality to participate in or undertake a Wayfinding Program.
- (3) A permitted Wayfinding Program may apply to conventional state highways within the jurisdiction of a county or municipality, but it shall not apply to freeway or expressway main lanes or along ramps on the state highway system.

DEFINITION

- (1) “Conventional highway” means a highway with at-grade intersections and without partial or full control of access.
- (2) “Department” means the Arkansas Department of Transportation.
- (3) “Eligible local government” as used in this policy means a county or a municipality that is incorporated under the laws of the State of Arkansas and is organized with legal authority to construct and maintain its own local roads.
- (4) “Expressway” means a divided highway with partial control of access.
- (5) “Freeway” means a divided highway with full control of access.
- (6) “Guide sign” means a highway or street sign that shows route designations (route shields), destinations, directions, distances, services, points of interest, or other geographical, recreational, or cultural information.

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- (7) “MUTCD” means the United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways, which is adopted and incorporated by the Department.
- (8) “State highway” means a highway designated by the Department as part of the state highway system of the State of Arkansas.
- (9) “Wayfinding Program” means a program adopted by an eligible local government in accordance with this policy that provides for local control of wayfinding guide signs within a defined Wayfinding Region, including conventional state highways as well as local roads under the local government’s jurisdiction.
- (10) “Wayfinding Region” means the defined area, including all or part of an eligible local government, within which a Wayfinding Program permitted by the Department shall apply.

PROGRAM COMPONENTS

- (1) On all state highways within the wayfinding region, the Department will continue to be responsible for the installation and maintenance of all regulatory signs, warning signs, route designation signs (route shields), city destination and distance signs, and any other guide signs that the Department has designated to remain in place under the local government’s Wayfinding Program.
- (2) Wayfinding Guide Sign Policy
 - (a) An eligible local government choosing to have a Wayfinding Program shall develop a proposed wayfinding guide sign policy that establishes:
 - 1. The types of destinations and/or points of interest for which guide signs may be erected;
 - 2. The specific eligibility criteria under which such destinations and points of interest may be signed; and
 - 3. The types of signs that will be used to sign destinations and points of interest under the proposed Wayfinding Program.
 - (b) The Department reserves the right to require that specifically designated guide signs previously installed and maintained by the Department shall remain in place under the permitted Wayfinding Program. In such cases, the Department will retain responsibility for maintaining the designated signs.
 - (c) All signs within the Wayfinding Region must conform to the design standards of the current MUTCD, including standards for the shape, color, dimensions, legends, borders and reflectivity of signs.

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- (d) Wayfinding sign assemblies will only be allowed at locations where a turn is required in order to reach a destination or point of interest. Sign assemblies should be limited to three destinations or points of interest per sign assembly. The assemblies shall be located such that adequate spacing is maintained between other wayfinding assemblies and existing sign assemblies the Department has designated to remain in place.
 - (e) Wayfinding guide signs within the Wayfinding Region must use a consistent sign design, whether by using either standard guide signs or community wayfinding signs consistent with the MUTCD.
- (3) Wayfinding Region
- (a) The local government shall define the geographic area within its jurisdictional limits that will constitute the wayfinding region in which its proposed guide sign policy shall apply.
 - (b) The wayfinding region may include all or part of the area within the jurisdiction of the local government, subject to the acceptance of the Department.
- (4) Submittals
- The local government shall submit the following information to the Department's District Engineer for review and acceptance before installing any guide signs on conventional state highways under the local government's proposed Wayfinding Program:
- (a) The proposed wayfinding guide sign policy.
 - (b) A detailed map defining the proposed wayfinding region.
 - (c) A complete inventory and a detailed map identifying the existing sign locations, all destinations and points of interest within the wayfinding region and the location and legend of each proposed wayfinding guide sign.
- (5) Notice of Acceptance
- After all required submittals have been reviewed as provided in this policy, the Department will issue the applicant a permit setting forth the terms and conditions of the Wayfinding Program. If acceptable, the applicant shall execute the permit in accordance with such procedures as may be required under local law, and return it to the Department's District Engineer.
- (6) Modifications to the Wayfinding Program.
- A request to modify a previously permitted Wayfinding Program shall be submitted in writing to the Department's District Engineer for review. If the modification is accepted,

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the Department will prepare an amended permit, which shall be executed in the same manner as the original permit.

INSTALLATION AND MAINTENANCE OF SIGNS

- (1) The local government with jurisdiction over the wayfinding region shall have the responsibility to oversee and implement the Wayfinding Program, but the local government may use an outside organization or consultant to manage the daily operations of its Wayfinding Program.
- (2) The placement of all guide signs within the wayfinding region shall conform to the standards and guidance of the current MUTCD.
- (3) All wayfinding guide signs and their structural supports, posts, foundations and mountings, installed and maintained within the wayfinding region shall conform to the standards of the MUTCD. They shall be crashworthy as defined in the MUTCD if located within the clear zone (as defined in the AASHTO Roadside Design Guide), or shall be located entirely outside of the clear zone.
- (4) The local government shall be responsible, at its own expense, to install, maintain and/or replace as necessary all wayfinding guide signs on conventional state highways within the Wayfinding Region that are included in or installed under the Wayfinding Program, except as follows:
 - (a) The Department will continue to maintain route designation (route shield) and directional signs as well as city destination and distance signs on conventional state highways throughout the wayfinding region, and
 - (b) The Department will maintain any other guide signs that it may designate to remain in place under the Wayfinding Program.
- (5) The local government will assume all liability for signs that are included, installed, and/or maintained within the wayfinding region under the Wayfinding Program.
- (6) The Department's Specific Services Signing program signs (GAS, FOOD, LODGING, CAMPING and ATTRACTIONS) and signs installed under the Department's Tourist Oriented Directional Signing program shall remain in place within the Wayfinding Region unless, subject to the approval of the Department and consent of any affected facility, new wayfinding guide signs installed under the Wayfinding Program are provided for the same facility. In such cases, the Department's signs may be removed. The Department's attraction sign trailblazers for any public facilities located within a Wayfinding Region may also be removed by the Department.

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE MOUNTAIN HOME SCHOOL DISTRICT AND LOCAL DECISION MAKING

WHEREAS, a Public Health Emergency has been reinstated in Arkansas due to the COVID-19 pandemic;

WHEREAS, the Arkansas legislature is scheduled to convene as early as this week in special session to deal with the health emergency;

WHEREAS, schools are scheduled to convene this month for the 2021-22 school year, and it is in the best interest of the students and community for local authority of the Mountain Home School Board and Administration to be restored to deal with the Public Health Emergency;

THEREFORE, BE IT RESOLVED THAT:

1. The Mountain Home City Council supports the Mountain Home School Board and Administration and calls on the legislature to rescind that portion of Act 1002 that prohibits local control to deal with the Public Health Emergency.

Dated this 5th day of August, 2021.

MAYOR

ATTEST:

CITY CLERK