



## **AMENDED AGENDA**

**MEETING OF THE MOUNTAIN HOME CITY COUNCIL  
FEBRUARY 10, 2022. 6:00 P.M.  
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING**

Public Hearing  
Pledge of Allegiance  
Prayer  
Roll Call  
Committee Reports  
Minutes from the December 30, 2021 Council Meeting  
Minutes from the January 6, 2022 Council Meeting  
Announcements

### **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 RESIDENTIAL R-1A ( 1145 S. CHURCH STREET )** presented by Attorney Ted Sanders

**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 ( 1034 S. COLLEGE STREET )** presented by Attorney Ted Sanders

**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 ( 812 SANFORD LANE )** presented by Attorney Ted Sanders

**AN ORDINANCE GRANTING A SPECIAL USAGE VARIANCE TO ORDINANCE NO. 2020-48 FOR THE PURPOSE OF ALLOWING A MOBILE FOOD UNITE IN A FLOOD PLAIN** presented by Attorney Ted Sanders

**AN ORDINANCE AMENDING ORDINANCE NO. 2021-10, 2020-27, 2019-27, 2017-17, 2016-4, 2014-3, 2012-11, 2011-12, 2009-17, 2009-12, 2008-37, AS AMENDED BY 96-033, 07-31, 06-14, 05-03, 04-04, 03-37, 03-05, 02-27, 02-20, 02-09, 01-04, 2021-17, TO EXPAND AND REDEFINE THE JOB CLASSIFICATION AND COMPENSATION PLAN IN ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE DEPARTMENTS OF THE CITY OF MOUNTAIN HOME** presented by Human Resources Sue Edwards

**AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-021 OF THE CITY OF MOUNTAIN HOME; AND 2007-14 OF THE CITY OF MOUNTAIN HOME: REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND FOR OTHER PURPOSES** presented by Building Inspector Greg Ifland

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF WATER/ SEWER AUTO CAD SOFTWARE** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF TWO (2) DODGE TRUCKS** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF (2) 4' TRENCH BOXES** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF TWO (2) REPLACEMENT SMITH & LOVELESS PUMPS FOR FRANKLIN LIFT STATION** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF TWO (2) REPLACEMENT ABS PUMPS FOR CR 390 LIFT STATION** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF (3) TR-60 70HP AIRE-02 TRITON AERATOR/MIXER** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF TWO (2) REPLACEMENT GRUNDFOS PUMPS FOR CRYSTAL MTN PUMP STATION** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF REPLACEMENT VFDs & SOFT START CONTROLS FOR CRYSTAL MTN PUMP STATION** presented by Water & Sewer Director Alma Clark

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF REPLACEMENT EQUIPMENT & INSTALLATION SERVICES FOR THE WTP, TANK & PUMP STATION SCADA RADIO EQUIPMENT THAT IS OUT DATED AND NO LONGER SUPPORTED** presented by Water & Sewer Director Alma Clark

**AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER ENGINEERING – Project No. 22W01380 is for “2022 Water & Sewer Master Plan Update”** presented by Water & Sewer Director Alma Clark

**AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER ENGINEERING – PROJECT NO. 22W01381 IS FOR “WWTP ADDITIONAL WORK”** presented by Water & Sewer Director Alma Clark

**AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER ENGINEERING – PROJECT NO. 21W01384. IS FOR “SW COLLECTION SYSTEM IMPROVEMENTS”** presented by Water & Sewer Director Alma Clark

**STATE OF THE CITY ADDRESS** presented by Mayor Hillrey Adams

**OLD BUSINESS**

**ADJOURN**

Respectfully Submitted,  
Brian A. Plumlee, City Clerk

**CITY OF MOUNTAIN HOME**

720 South Hickory • Mountain Home, Arkansas 72653 • Phone: (870) 425-5116 • (870) 425-9290

[www.cityofmountainhome.com](http://www.cityofmountainhome.com)

**REGULAR CITY COUNCIL MEETING – December 30<sup>th</sup> , 2021**

1. The Mountain Home City Council met in regular session December 30<sup>th</sup>, 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, Paige Evans, Jennifer Baker, Susan Stockton, Carry Manual, Robert Van Haaren and Wayne Almond were present for the meeting.
3. **OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Clerk Brian Plumlee, City Attorney Roger Morgan, Water & Sewer Director Alma Clark, Street Director Arnold Knox, Police Chief Eddie Griffin, Kelly Lewis from Parks & Recreation, Treasurer Marshella Norell.
4. **PRESS** Scott Liles ( Baxter Bulletin )
5. **MINUTES** Councilman Baker made a motion to approve the council meeting minutes from December 16<sup>th</sup>, 2021. The motion was seconded by Councilwoman Stockton. The City Clerk recorded the following vote: all present – yes.
6. **NEW BUSINESS**

**REQUEST TO APPROVE THE 2020 AUDIT** Councilwoman Baker made a motion to approve the 2020 audit. The motion was seconded by Councilman Manual. City Clerk Brian Plumlee recorded the following vote: all present – yes.

**CITY OF MOUNTAIN HOME 2022 BUDGET ADOPTION A RESOLUTION PROVIDING FOR AND ADOPTING A BUDGET FOR THE CITY OF MOUNTAIN HOME, ARKANSAS FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022 APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE** Treasurer Marshella Norell explained that \$100,000.00 needs carryover from the previous year ( pertaining to Building Inspection and the incentive program ) Councilman Carry Manual made a motion to approve the budget along with including the \$100,000 that the Treasurer requested. The motion was seconded by Councilman Nick Reed. City Clerk Brian Plumlee recorded the following vote: all present – yes.

7. **OLD BUSINESS**
8. **ADJOURN...6:42 P.M.** with no further business to come before the council. Mayor Adams declared the meeting adjourned at 6:42 p.m.

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**HILLREY ADAMS, MAYOR**

**ATTEST:**

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**BRIAN A. PLUMLEE, CITY CLERK**

**REGULAR CITY COUNCIL MEETING – January 6<sup>th</sup>, 2022**

9. The Mountain Home City Council met in regular session January 6<sup>th</sup>, 2022 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, Paige Evans, Jennifer Baker, Susan Stockton, Robert Van Haaren, and Carry Manual were in attendance for the meeting. Wayne Almond was absent.
11. **OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Clerk Brian Plumlee, City Attorney Roger Morgan, Water & Sewer Director Alma Clark, Street Director Arnold Knox, Police Chief Eddie Griffin, Kelly Lewis from Parks & Recreation, Treasurer Marshella Norell,

**12. NEW BUSINESS**

**PLANNING COMMISSION APPOINTMENT** Mayor Hillrey made a request to appoint David King to the Planning Commission. Councilman Van Haaren made a motion to appoint David King to the Planning Commission. Councilwoman Stockton seconded the motion. City Clerk Brian Plumlee recorded the following vote: all present – yes.

**MOUNTAIN HOME CEMETERY BOARD APPOINTMENT** Mayor Hillrey made a request to appoint J.R. Martin to the Cemetery Board. Councilwoman Evans made a motion to appoint J.R. Martin to the Cemetery Board. Councilman Manual seconded the motion. City Clerk Brian Plumlee recorded the following vote: all present – yes.

**A RESOLUTION SETTING FORTH ORGANIZATION FOR THE CITY OF MOUNTAIN HOME, ARKANSAS**  
Councilwoman Baker made a motion to pass the resolution. Councilwoman Stockton seconded the motion. City Clerk Brian Plumlee recorded the following vote: all present – yes.

**13. OLD BUSINESS**

14. **ADJOURN...6:22 P.M.** with no further business to come before the council. Mayor Adams declared the meeting adjourned at 6:22 p.m.

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**HILLREY ADAMS, MAYOR**

**ATTEST:**

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**BRIAN A. PLUMLEE, CITY CLERK**

## **JANUARY 2022 Committee Meeting**

01/13/2022 – 5:10PM. Attending: Alma Clark, Mayor Adams, Jennifer Baker, Bob Van Haaren, Nick Reed, Paige Evans, Kirby Rowland & Roy Richards with ARWA. We met in council chamber. The meeting adjourned at \_\_\_\_\_ pm.

- **First order of business was to change the time in which the committee meets back to 4:30pm from 5:15pm the day of the Month is not changing it will remain on 2nd Thursday of each month.**
- Roy Richards with ARWA – Source Water Protection Division presented the completed updated Source Water Protection Manual to the steering committee which is the same as the w/s committee for final approval.
- Cash analysis / Revenue / Expense Report ending December 2021 were passed out.
- Project reports for month ending December 2021 passed out.
- Our water loss was 27.5% Ending December 2021. The previous month was at 26.8%. We continue to fix and find leaks daily.
- Alma passed out copies of year end fund balance comparisons from 2006 – 2021 for committee / mayor review....
- Alma passed out copies of w/s state of the department ending 2021.
- Alma passed out copies of bid wavers that will need to go before council at the next council meeting to be passed. **Need vote of council at next council meeting.**
- Alma passed out copies of the South region Section CPI% information just to keep committee informed. I Won't have December 2021 final % until end of January for council to make decision on increases. Will share when I can get.
- Alma passed out copies of spreadsheet to show impact of 5% increase on sewer and possible ordinance that was discussed back in November 2021. Didn't meet in December to provide a copy.
- Kirby passed out copies of Project reports to the Committee 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.
- Alma Passed out copies of 2 Engineering Agreements (1) for Additional upgrades to WWTP - we are bonding for this project in 2022 (1) for Master Plan Update – this was budgeted for in engineering for 2022. **Need vote of council at the next council meeting to allow these agreements.**

### **PROJECT UPDATES:**

- **Hwy 5N WL upgrade @ Golden Mobile Home Park.** Started 09/16/2021. Completed 01/04/2022.
- **Dyer Streets/2<sup>nd</sup>/3<sup>rd</sup> Streets - Phase 1** - Started 09/08/2021. Completed 12/08/2021
- **Hickory street / 3<sup>rd</sup> St / Lillian St SL replacement – Phase 1.** Started 12/09/2021. We will be laying approximately 3336' of 8" SDR 26 PVC sewer line and setting 20 manholes. This included a bore from 6<sup>th</sup> & hickory across 6<sup>th</sup> street by old gas company. We have replaced approximately 354 ' of pipe and 4 manholes to date. Remaining to do is 2982' and 16 manholes on this phase of the project.
- **Hickory Street / Lillian WL Upgrade:** Started 01/11/22.. Moved Meter at city hall on sprinkler system to corner of building and deleted in parking lot. Will be relocating services from everything connected to old 8" AC line to 16" Ductile WL in hickory street and then will delete out 8" AC line that runs adjacent with main line. Will be upgrading water line on Lillian Street from 2" galvanized line 6" PVC.
- We have also 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 FEBRUARY 10, 2021 @ 4:30 pm.**  
Meeting will be held in council chambers.

## Minutes

### Personnel Committee Meeting: January 31, 2022

**Meeting Purpose:** To review proposed Position Classification Table with reclassified and newly created positions. To share information on results of Employee Engagement Survey.

**Committee Members:** Committee Chair Susan Stockton, Jennifer Baker, Wayne Almond, and Carry Manuel.

**Officials Present:** Mayor Adams, HR Coordinator Sue Edwards, City Treasurer Marshella Norell, City Clerk Brian Plumlee, Directors: Arnold Knox; Alma Clark; Chief Eddie Griffin; Chief Kris Quick; Billy D. Austin; and Asst, Director Johnny Dewey

**Media:** None Present

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The meeting was called to order at approximately 1:00 pm.

The Mayor addressed the committee to review the Employee Engagement Survey which was taken in early December. The participation rate was incredibly good for the survey with 145 of the approximately 175 full-time employees. The survey was implemented to allow employees a chance to share their view of employment with the City.

The results have been shared with all Directors in one-on-one meetings, and with the employees through departmental meetings. The next steps are the formation of departmental EE Committees who will meet to put together action plans to address opportunities found. There will also be quarterly meetings with all committees to share information.

The second topic presented by Mayor Adams and HR Sue Edwards was a reclassification of positions and a proposed Revised Position Classification Table , a Revised Wage Scale with the addition of Certification Pay for Police Officers and Trainer Incentive Pay for Fire Fighters, and the creation of several new positions across the City. The current table was originally adopted in the 1990's with smaller revisions since that time.

The proposed table includes significant changes to positions, revisions of job descriptions to support positions and the creation of new positions. These changes will address the increased levels of training, licensing and certifications that have been added since the original study. Technological advancements have placed a much larger emphasis on many positions.

Chairperson Stockton asked each Director to comment on their departments proposed changes.

Chief Griffin- Shared hiring challenges, pay for additional training and certifications to support the Certification incentive pay. He also discussed the changes to pay grades for several of his positions (see Table). Additional leadership responsibilities for those changes were shared. To better identify the responsibilities of the different divisions in the department, there will be separate job descriptions for Patrol, CID and SRO. There is also a new Operations Manager position which will be responsible for IT/Technology tasks, and Communications Officer Corporal and Sergeant to provide a stronger leadership base in the division.

Director Alma Clark- Shared advancement and changes in licensing process and tests. These tests have become significantly more challenging and difficult to pass.

Director Billy D, Austin- Licensing for Parks employees for Turf Management and Chemical Applications are necessary for proper maintenance of the Parks, These typically require college coursework to attain, as well as passing tests. As well, with the retention of his staff over 70% are topped out in Parks and 50% in the Youth Center. Several new positions were created for the Parks Department to provide leadership and supervision for the crews which has not been present. There were also adjustments made to the Program Coordinator's as their responsibilities have significantly increased.

Director Arnold Knox- Discussed turnover and challenges in hiring. Current job descriptions do not adequately describe the demands of his Laborer and Truck Driver positions. The proposed changes will bump most of his staff two pay grades.

Chief Kris Quick- Only change requested is to implement a pay incentive for anyone who takes on Trainer role in department. This position requires additional work and leadership.

After the presentations by the Directors Carry Manuel discussed the changes to the PD requirements as an example of technology and certification changes. He shared that he could not recall this previously being addressed.

There was also continued discussion on the EE surveys, The general consensus is that the Reclassification of Positions should help address some of the issues brought forth in the survey. It also will give employees a chance to have a say in the Improvements made going forward.

The consensus of the Committee was that the Directors had done the work to make the changes and that they were comfortable with the explanations that they gave,

It was decided that Sue and Brian would draw up the appropriate ordinance(s) needed to present to Council. The emergency clause will be attached with the Council to determine if they will vote with one meeting or call a special meeting on February 10 to vote. The targeted effective date will be February 14 which is the start of the pay period.

The Directors were excused at that time and there was a more in-depth discussion regarding the EE Survey. To try to avoid comparisons and negative reaction each department has only been given their own results and the City overall results to compare to.

The meeting adjourned at 2:42 p.m.

Respectfully submitted,  
Sue Edwards

**ORDINANCE NO. \_\_\_\_\_**

**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 RESIDENTIAL R-1A.**

WHEREAS, a proper petition was filed by a property owner requesting a map change in zoning; said petition was submitted to the Planning Commission of the City of Mountain Home, Arkansas; notice of said petition and public hearing thereon was published in a newspaper having local circulation as required by Ordinance; a public hearing was held, and all remonstrances were heard, after which the Planning Commission recommended the property described herein be rezoned.

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

The following real estate in Baxter County, Arkansas be, and it hereby is changed in zoning from Residential R-1 to Residential R-1A.

Lot 10, Ramey's Addition to the City of Mountain Home, Arkansas, as shown by the recorded plat thereof.

The above described property is located between 1145 S. Church Street and 1153 S. Church Street, Mountain Home, Arkansas.

WHEREAS, this Ordinance is necessary to permit the best use of the property and to permit the immediate commencement of construction on the property, an emergency is hereby declared to exist pertaining to the rezoning of the property, and this Ordinance shall be in full force and effect from and after its passage and publication.

PASSED this 20th day of January, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**PETITION**

TO: PLANNING COMMISSION  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

MAYOR AND CITY COUNCIL  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

The petitioner, Ronnie Gilbert, Trustee of the Ronnie Gilbert Trust UTA dated April 25, 2002, by and through his counsel, Ted H. Sanders, hereby petitions you to rezone certain residential property described below. The petitioner requests that the property be rezoned from Residential R-1 to Residential R-2. The property to be rezoned is described below, to-wit:

Lot 10, Ramey's Addition to the City of Mountain Home, Arkansas, as shown by the recorded plat thereof.

The property is located between 1145 S. Church Street and 1153 S. Church Street, Mountain Home, Arkansas. The rezoning of this property will not conflict with the surrounding land uses because of multiple zoning classifications that exist in the vicinity. A diagram of the property and vicinity is attached hereto and marked Exhibit "A". It is the opinion of the petitioner that this property is no longer practical or desirable for Residential R-1 use.

The petitioner herein is Ronnie Gilbert, Trustee of the Ronnie Gilbert Trust UTA dated April 25, 2002, and he has authorized Ted H. Sanders to act on his behalf in the prosecution of this petition.

RONNIE GILBERT, TRUSTEE, PETITIONER

BY: 

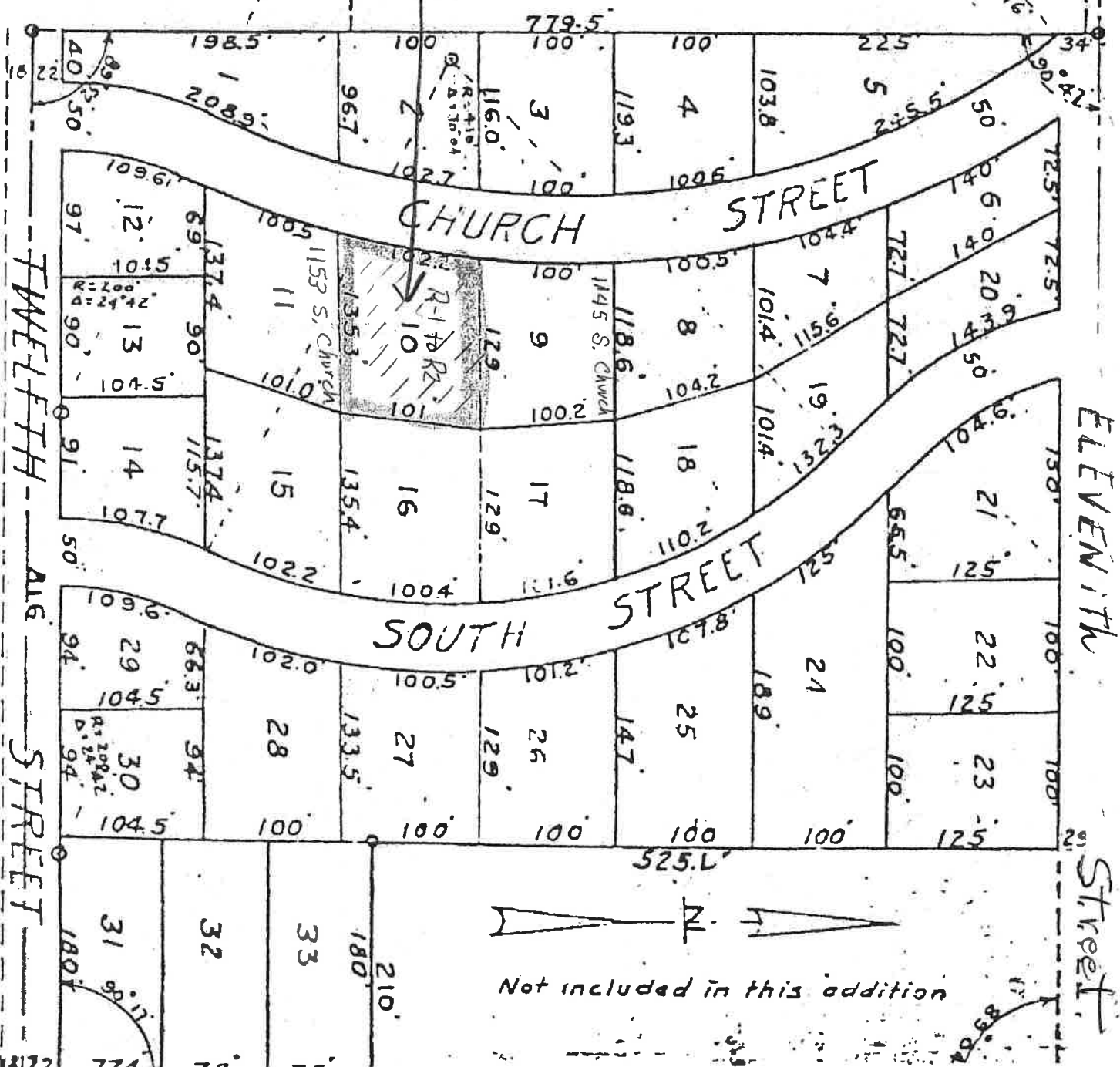
Ted H. Sanders  
P. O. Box 2308  
Mountain Home, AR 72654  
His Attorney

Exhibit "A"

Property to be Rezoned R-1 to R-2

Mountain Home Cemetery

R-1 S 88.5° E 211.17'

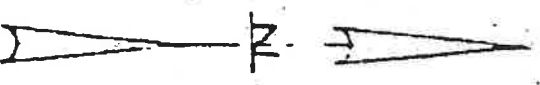


RAMSEY'S ADDITION

MAP OF

ELEVENTH STREET

Street



Not included in this addition

## NOTICE

NOTICE is hereby given that a petition has been filed with the Planning Commission and City Council of Mountain Home, Arkansas, by the owner of the following described property situated in Baxter County, Arkansas, to-wit:

Lot 10, Ramey's Addition to the City of Mountain Home, Arkansas, as shown by the recorded plat thereof.

The above described property is located between 1145 S. Church Street and 1153 S. Church Street, Mountain Home, Arkansas.

Said petition seeks the rezoning of the property from Residential R-1 to Residential R-2.

The hearings related to said petition will be held as follows:

1. The Planning Commission will hear objections and make its determination on said petition at the City Hall on January 10, 2022, at 1:00 p.m.

2. The City Council will make its determination on said petition at the City Hall on January 20, 2022, at 6:00 p.m.

The petitioner is Ronnie Gilbert, Trustee of the Ronnie Gilbert Trust UTA dated April 25, 2002, the record owner of the property, and he has named Ted H. Sanders to act for him in this proceeding.

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City Clerk

**ONE PUBLICATION:**

December 21, 2021

**ORDINANCE NO. \_\_\_\_\_**

**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.**

WHEREAS, a proper petition was filed by property owners requesting a map change in zoning; said petition was submitted to the Planning Commission of the City of Mountain Home, Arkansas; notice of said petition and public hearing thereon was published in a newspaper having local circulation as required by Ordinance; a public hearing was held, and all remonstrances were heard, after which the Planning Commission recommended the property described herein be rezoned.

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

The following real estate in Baxter County, Arkansas be, and it hereby is changed in zoning from Residential R-1 to Commercial C-3.

Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West, Baxter County, Arkansas, described as follows: Beginning at a point North 01° 36' 33" East 392.63 feet of the SE corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ ; thence North 88° 21' 14" West 357.00 feet to a 3/8" rebar; thence North 01° 20' 53" East 83.56 feet to a chiseled X in concrete; thence South 88° 21' 14" East 357.00 feet to a point; thence South 01° 20' 53" West 83.56 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING: Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West in Baxter County, Arkansas, described as follows: Commence at the SE corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence North 88° 00' 04" West 581.97 feet; thence North 01° 13' 02" East 249.33 feet to a 1½ inch pipe on East side of South Street; thence North 02° 08' 01" East 198.09 feet to a set 3/8 inch rebar and plastic cap on the East right of way of South Street; thence South 87° 14' 49" East 200.00 feet to the point of beginning; thence continue South 87° 14' 49" East 30.97 feet to the center of a concrete drainage ditch; thence along the center line of said ditch the following courses: North 3° 12' 07" West 51.31 feet; North 01° 58' 52" East 38.95 feet; thence leaving said ditch North 87° 14' 49" West 27.34 feet; thence South 01° 20' 30" West 90.00 feet to the point of beginning.

The above described property is located at 1034 S. College Street, Mountain Home, Arkansas.

WHEREAS, this Ordinance is necessary to permit the best use of the property and to permit the immediate commencement of construction on the property, an emergency is hereby declared to exist pertaining to the rezoning of the property, and this Ordinance shall be in full force and effect from and after its passage and publication.

PASSED this 20th day of January, 2022.

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MAYOR

ATTEST:

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CITY CLERK

## PETITION

TO: PLANNING COMMISSION  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

MAYOR AND CITY COUNCIL  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

The petitioner, James R. Neff, Trustee of the James R. Neff Trust UTA dated January 17, 2013, by and through his counsel, Ted H. Sanders, hereby petitions you to rezone certain residential property described below. The petitioner requests that the property be rezoned from Residential R-1 to Commercial C-3. The property to be rezoned is described below, to-wit:

Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West, Baxter County, Arkansas, described as follows: Beginning at a point North 01° 36' 33" East 392.63 feet of the SE corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ ; thence North 88° 21' 14" West 357.00 feet to a 3/8" rebar; thence North 01° 20' 53" East 83.56 feet to a chiseled X in concrete; thence South 88° 21' 14" East 357.00 feet to a point; thence South 01° 20' 53" West 83.56 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING: Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West in Baxter County, Arkansas, described as follows: Commence at the SE corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence North 88° 00' 04" West 581.97 feet; thence North 01° 13' 02" East 249.33 feet to a 1½ inch pipe on East side of South Street; thence North 02° 08' 01" East 198.09 feet to a set 3/8 inch rebar and plastic cap on the East right of way of South Street; thence South 87° 14' 49" East 200.00 feet to the point of beginning; thence continue South 87° 14' 49" East 30.97 feet to the center of a concrete drainage ditch; thence along the center line of said ditch the following courses: North 3° 12' 07" West 51.31 feet; North 01° 58' 52" East 38.95 feet; thence leaving said ditch North 87° 14' 49" West 27.34 feet; thence South 01° 20' 30" West 90.00 feet to the point of beginning.

The property is located at 1034 S. College Street, Mountain Home, Arkansas. The rezoning of this property will not conflict with the surrounding land uses because of multiple zoning classifications that exist in the vicinity. A diagram of the property and vicinity is attached

hereto and marked Exhibit "A". It is the opinion of the petitioner that this property is no longer practical or desirable for Residential R-1 use.

The petitioner herein is James R. Neff, Trustee of the James R. Neff Trust UTA dated January 17, 2013, and he has authorized Ted H. Sanders to act on his behalf in the prosecution of this petition.

JAMES R. NEFF, TRUSTEE, PETITIONER

BY: 

Ted H. Sanders  
P. O. Box 2308  
Mountain Home, AR 72654  
His Attorney

OK

Exhibit "A"

TANK REA

10th Street

R-1

C-3

3/8" REBAR

RB-310-89

SET CHISELED X  
IN CONCRETE

(DEED EAST 11<sup>th</sup>)  
S 88°21'14" E 387.00'

152.85'

3/8" REBAR

142.92'

3/8" REBAR

26.55'

Property to be  
Reconed R1 to C-3

1034 S. College

327.47'

1" PIPE

20.53'

4" CHAIN LINK FENCING

N 88°21'14" W 387.00'  
(DEED WEST 11<sup>th</sup>)

FD. PIPE  
8 30" (10')  
7.3'

VACANT Lot

C-2 Church  
Parking  
LOT

11th Street

C-2 mtw. Home  
community of  
Christ

Montessori  
School  
R-4

R-1

67.91'  
S 88°21'14" W  
387.00'  
(DEED EAST 11<sup>th</sup>)  
COLLEGE STREET  
S 01°21'51" W  
83.55'  
20.53'  
FD. PIPE  
8 30" (10')  
7.3'



## NOTICE

NOTICE is hereby given that a petition has been filed with the Planning Commission and City Council of Mountain Home, Arkansas, by the owner of the following described property situated in Baxter County, Arkansas, to-wit:

Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West, Baxter County, Arkansas, described as follows: Beginning at a point North 01° 36' 33" East 392.63 feet of the SE corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ ; thence North 88° 21' 14" West 357.00 feet to a 3/8" rebar; thence North 01° 20' 53" East 83.56 feet to a chiseled X in concrete; thence South 88° 21' 14" East 357.00 feet to a point; thence South 01° 20' 53" West 83.56 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING: Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 19 North, Range 13 West in Baxter County, Arkansas, described as follows: Commence at the SE corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence North 88° 00' 04" West 581.97 feet; thence North 01° 13' 02" East 249.33 feet to a 1½ inch pipe on East side of South Street; thence North 02° 08' 01" East 198.09 feet to a set 3/8 inch rebar and plastic cap on the East right of way of South Street; thence South 87° 14' 49" East 200.00 feet to the point of beginning; thence continue South 87° 14' 49" East 30.97 feet to the center of a concrete drainage ditch; thence along the center line of said ditch the following courses: North 3° 12' 07" West 51.31 feet; North 01° 58' 52" East 38.95 feet; thence leaving said ditch North 87° 14' 49" West 27.34 feet; thence South 01° 20' 30" West 90.00 feet to the point of beginning.

The above described property is located at 1034 S. College Street, Mountain Home, Arkansas.

Said petition seeks the rezoning of the property from Residential R-1 to Commercial C-3.

The hearings related to said petition will be held as follows:

1. The Planning Commission will hear objections and make its determination on said petition at the City Hall on January 10, 2022, at 1:00 p.m.
2. The City Council will make its determination on said petition at the City Hall on January 20, 2022, at 6:00 p.m.

The petitioner is James R. Neff, Trustee of the James R. Neff Trust UTA dated January 17, 2013, the record owner of the property, and he has named Ted H. Sanders to act for him in this proceeding.

---

City Clerk

**ONE PUBLICATION:**

December 21, 2021

**ORDINANCE NO. \_\_\_\_\_**

**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.**

WHEREAS, a proper petition was filed by a property owner requesting a map change in zoning; said petition was submitted to the Planning Commission of the City of Mountain Home, Arkansas; notice of said petition and public hearing thereon was published in a newspaper having local circulation as required by Ordinance; a public hearing was held, and all remonstrances were heard, after which the Planning Commission recommended the property described herein be rezoned.

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

The following real estate in Baxter County, Arkansas be, and it hereby is changed in zoning from Residential R-1 to Commercial C-3.

Lot 23, Schutt Subdivision, as shown by the recorded plat thereof, Baxter County, Arkansas.

The above described property is located at 812 Sanford Lane, Mountain Home, Arkansas.

WHEREAS, this Ordinance is necessary to permit the best use of the property and to permit the immediate commencement of construction on the property, an emergency is hereby declared to exist pertaining to the rezoning of the property, and this Ordinance shall be in full force and effect from and after its passage and publication.

PASSED this 20th day of January, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**PETITION**

TO: PLANNING COMMISSION  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

MAYOR AND CITY COUNCIL  
CITY OF MOUNTAIN HOME  
MOUNTAIN HOME, ARKANSAS

The petitioner, Angela Kuypers, by and through her counsel, Ted H. Sanders, hereby petitions you to rezone certain residential property described below. The petitioner requests that the property be rezoned from Residential R-1 to Commercial C-3. The property to be rezoned is described below, to-wit:

Lot 23, Schutt Subdivision, as shown by the recorded plat thereof, Baxter County, Arkansas.

The property is located at 812 Sanford Lane, Mountain Home, Arkansas. The rezoning of this property will not conflict with the surrounding land uses because of multiple zoning classifications that exist in the vicinity. A diagram of the property and vicinity is attached hereto and marked Exhibit "A". It is the opinion of the petitioner that this property is no longer practical or desirable for Residential R-1 use.

The petitioner herein is Angela Kuypers, and she has authorized Ted H. Sanders to act on her behalf in the prosecution of this petition.

ANGELA KUYPERS, PETITIONER

BY: 

Ted H. Sanders  
P. O. Box 2308  
Mountain Home, AR 72654  
Her Attorney

VAC  
ETC

TACO  
Bell

CASEYS

Exhibit H

Hwy 62

Used  
car lot

C-2

Review  
Auto  
Sales

Closed  
CAR-WASH  
used cars parked

State  
FARM  
cars C-2

C-2

C-2

C-2

C-2 Town East  
Shopping Center

Used  
CAR lot

C-2

810 Sanford Ln SANFORD LANE

C-3

140'

92'

Property TO  
be rezoned  
R-1 TO C-3

R-1

Lot 25

Lot 24

Lot 23

Lot 10

Railroad

R-1

R-1

Lot 26

Lot 22

Lot 11

Lot 27

Douglas

## **NOTICE**

NOTICE is hereby given that a petition has been filed with the Planning Commission and City Council of Mountain Home, Arkansas, by the owner of the following described property situated in Baxter County, Arkansas, to-wit:

Lot 23, Schutt Subdivision, as shown by the recorded plat thereof, Baxter County, Arkansas.

The above described property is located at 812 Sanford Lane, Mountain Home, Arkansas.

Said petition seeks the rezoning of the property from Residential R-1 to Commercial C-3.

The hearings related to said petition will be held as follows:

1. The Planning Commission will hear objections and make its determination on said petition at the City Hall on January 10, 2022, at 1:00 p.m.
2. The City Council will make its determination on said petition at the City Hall on January 20, 2022, at 6:00 p.m.

The petitioner is Angela Kuypers, the record owner of the property, and she has named Ted H. Sanders to act for her in this proceeding.

---

City Clerk

### **ONE PUBLICATION:**

December 21, 2021

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USAGE VARIANCE TO  
ORDINANCE NO. 2020-48 FOR THE PURPOSE OF ALLOWING A  
MOBILE FOOD UNIT IN A FLOOD PLAIN**

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

WHEREAS, a proper petition was filed by a property owner requesting a special use variance for a mobile food unit in a flood plain, and said petition was submitted to the City Council of Mountain Home, Arkansas.

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

That the real estate in Mountain Home, Arkansas, is hereby granted a special use variance for a mobile food unit on the South 250 feet lying West of Industrial Park Road on the following described real estate, to-wit:

Part of the SE 1/4 of the NW 1/4, part of the SW 1/4 of the NE 1/4, and part of the NE 1/4 of the SW 1/4, of Section 17, Township 19 North, Range 13 West, Baxter County, Arkansas, described as follows: Starting at the 1/4 corner between Sections 8 and said Section 17; thence South 00 degrees 25 minutes 45 seconds West for a distance of 1723.74 feet; thence South 88 degrees 18 minutes 30 seconds West for a distance of 199.68 feet to the point of beginning; thence South 01 degrees 41 minutes 30 seconds East for a distance of 620.73 feet to a 1/2 inch rebar; thence South 87 degrees 55 minutes 38 seconds East for a distance of 60.58 feet to a 3/8 inch rebar; thence South 06 degrees 20 minutes 28 seconds East for a distance of 119.05 feet to a 3/8 inch rebar; thence North 82 degrees 29 minutes 35 seconds East for a distance of 73.65 feet to a cotton picker spindle; thence South 19 degrees 33 minutes 01 seconds East for a distance of 140.58 feet to a 3/8 inch rebar on the Northerly R/W line of U.S. Hwy. 62/412; thence along said R/W line the following: thence South 70 degrees 34 minutes 33 seconds West for a distance of 50.14 feet to a concrete marker; thence South 72 degrees 59 minutes 53 seconds West for a distance of 179.39 feet to a A.H.T.D. R/W post; thence South 69 degrees 46 minutes 41 seconds West for a distance of 170.04 feet to a point on center of creek; thence leaving Hwy. R/W run along center of creek the following courses: thence North 39 degrees 19 minutes 42 seconds West for a distance of 180.68 feet; thence North 35 degrees 22 minutes 31 seconds West for a distance of 364.94 feet; thence North 30 degrees 07 minutes 31 seconds West for a distance of 143.12 feet; thence North 34 degrees 07 minutes 12 seconds West for a distance of 138.73 feet; thence North 46 degrees 07 minutes 19 seconds West for a distance of 138.76 feet; thence North 28 degrees 48 minutes 27 seconds West for a distance of 242.43 feet to an X in concrete; thence leaving creek run; thence North 89 degrees 02 minutes 49 seconds East for a distance of 321.99 feet to a 1 inch angle

post; thence South 32 degrees 53 minutes 02 seconds East for a distance of 186.22 feet to a 1/2 inch rebar; thence South 32 degrees 53 minutes 02 seconds East for a distance of 100.00 feet to a 1 inch angle post; thence North 57 degrees 09 minutes 47 seconds East for a distance of 219.91 feet to a computed point in utility pole; thence North 32 degrees 47 minutes 26 seconds West for a distance of 100 feet to a 1/2 inch rebar; thence South 57 degrees 09 minutes 47 seconds West for a distance of 19.92 feet to a 3/8 inch rebar; thence North 33 degrees 35 minutes 58 seconds West for a distance of 60.94 feet to a 1 inch angle post; thence North 89 degrees 08 minutes 44 seconds East for a distance of 300.97 feet to a spike nail and bottle cap at 1 inch angle post; thence South 01 degrees 41 minutes 30 seconds East for a distance of 5.60 feet to the point of beginning.

Subject to a 50 foot wide right of way for city street as shown.

Being shown on a survey by Slater Surveying & Mapping dated September, 2021.

The above described property is located at 123 Industrial Plaza, Mountain Home, Arkansas, described as being at the corner of Highway 62 and Industrial Plaza.

PASSED this \_\_\_\_\_ day of January, 2022.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



## PETITION

Comes Vanguard Properties Limited Partnership, by it's attorney, Ted H. Sanders, and for its petition, to the Court states:

1. That the petitioner is the owner of the following described real estate in Mountain Home, Arkansas:

Part of the SE 1/4 of the NW 1/4, part of the SW 1/4 of the NE 1/4, and part of the NE 1/4 of the SW 1/4, of Section 17, Township 19 North, Range 13 West, Baxter County, Arkansas, described as follows: Starting at the 1/4 corner between Sections 8 and said Section 17; thence South 00 degrees 25 minutes 45 seconds West for a distance of 1723.74 feet; thence South 88 degrees 18 minutes 30 seconds West for a distance of 199.68 feet to the point of beginning; thence South 01 degrees 41 minutes 30 seconds East for a distance of 620.73 feet to a 1/2 inch rebar; thence South 87 degrees 55 minutes 38 seconds East for a distance of 60.58 feet to a 3/8 inch rebar; thence South 06 degrees 20 minutes 28 seconds East for a distance of 119.05 feet to a 3/8 inch rebar; thence North 82 degrees 29 minutes 35 seconds East for a distance of 73.65 feet to a cotton picker spindle; thence South 19 degrees 33 minutes 01 seconds East for a distance of 140.58 feet to a 3/8 inch rebar on the Northerly R/W line of U.S. Hwy. 62/412; thence along said R/W line the following: thence South 70 degrees 34 minutes 33 seconds West for a distance of 50.14 feet to a concrete marker; thence South 72 degrees 59 minutes 53 seconds West for a distance of 179.39 feet to a A.H.T.D. R/W post; thence South 69 degrees 46 minutes 41 seconds West for a distance of 170.04 feet to a point on center of creek; thence leaving Hwy. R/W run along center of creek the following courses: thence North 39 degrees 19 minutes 42 seconds West for a distance of 180.68 feet; thence North 35 degrees 22 minutes 31 seconds West for a distance of 364.94 feet; thence North 30 degrees 07 minutes 31 seconds West for a distance of 143.12 feet; thence North 34 degrees 07 minutes 12 seconds West for a distance of 138.73 feet; thence North 46 degrees 07 minutes 19 seconds West for a distance of 138.76 feet; thence North 28 degrees 48 minutes 27 seconds West for a distance of 242.43 feet to an X in concrete; thence leaving creek run; thence North 89 degrees 02 minutes 49 seconds East for a distance of 321.99 feet to a 1 inch angle post; thence South 32 degrees 53 minutes 02 seconds East for a distance of 186.22 feet to a 1/2 inch rebar; thence South 32 degrees 53 minutes 02 seconds East for a distance of 100.00 feet to a 1 inch angle post; thence North 57 degrees 09 minutes 47 seconds East for a distance of 219.91 feet to a computed point in utility pole; thence North 32 degrees 47 minutes 26 seconds West for a distance of 100 feet to a 1/2 inch rebar; thence South 57 degrees 09 minutes 47 seconds West for a distance of 19.92 feet to a 3/8 inch rebar; thence North 33 degrees 35 minutes 58 seconds West for a distance of 60.94 feet to a 1 inch angle post; thence North 89 degrees 08 minutes

44 seconds East for a distance of 300.97 feet to a spike nail and bottle cap at 1 inch angle post; thence South 01 degrees 41 minutes 30 seconds East for a distance of 5.60 feet to the point of beginning.

Subject to a 50 foot wide right of way for city street as shown.

Being shown on a survey by Slater Surveying & Mapping dated September, 2021.

2. That the City of Mountain Home Ordinance No. 2020-48, which regulates mobile food courts, prohibits food trucks in the flood plain.

3. That petitioner requests a special use variance to Section 3(A) of Ordinance No. 2020-48 to allow mobile food units on the South 250 feet of the above described property lying West of Industrial Plaza Road. All other provisions of said ordinance shall remain the same. A copy of a map showing the area is attached as Exhibit "A."

VANGUARD PROPERTIES LIMITED  
PARTNERSHIP, Petitioner

BY

  
\_\_\_\_\_  
TED H. SANDERS  
ITS ATTORNEY

L E G E N D

- O = FOUND IRON PIN AS NOTED
- = SET 1/2" DIA. REBAR 8 I.D. CAP
- = COMPUTED POINT
- = 1/16, 1/4, OR SEC. COR. FOUND
- ( ) = FENCE
- ( ) = RECORD OR PLAT DISTANCE

DATE : SEPT. 2021  
 JOB NO : 030-271  
 FIELD BK. NO. : 2-21  
 DRAWN : C.S.R.  
 SURVEY : AS NOTED  
 REFERENCES : 211-42  
 RECORDS : L20210609 0949-89  
 4039-09 4033-09  
 UNRECORDED PLAT OF CENTER  
 SLATED W/ANALOGICAL 5/16/77  
 R.S.141-32  
 R.S.231-03  
 R.S.240-07  
 R.S.234-07  
 R.S.219-30  
 R.S.101-46  
 R.S.161-92  
 A.M.T.D. R/W MAP  
 JOB #090953.

SURVEY DESCRIPTION

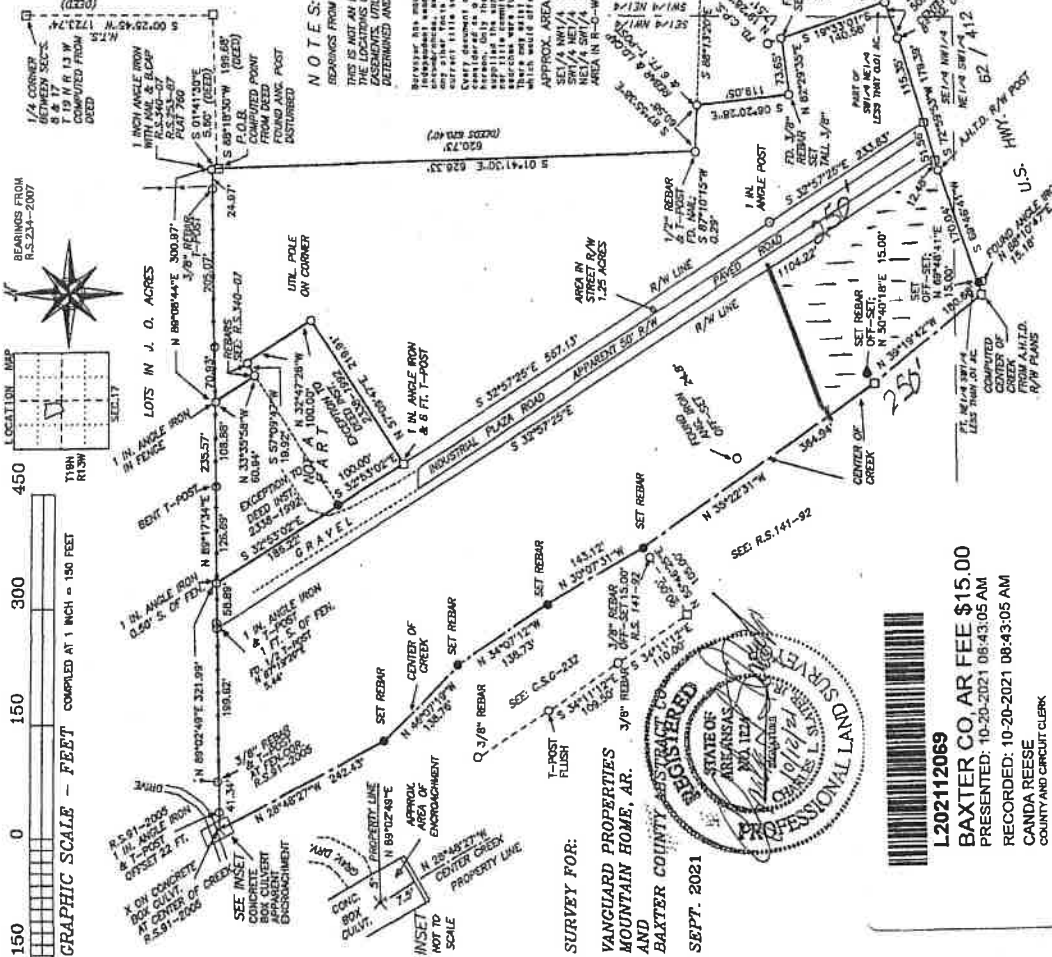
THE N.E.1/4 OF THE S.W.1/4 OF THE S.W.1/4 OF THE S.W.1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 13 WEST, BAXTER COUNTY, ARKANSAS DESCRIBED AS FOLLOWS:

SECTION 17:  
 THENCE South 00 degrees 25 minutes 45 seconds West for a distance of 723.74 feet;  
 THENCE North 00 degrees 19 minutes 30 seconds West for a distance of 189.65 feet TO THE POINT OF BEGINNING;  
 THENCE South 01 degrees 41 minutes 30 seconds East for a distance of 10.00 feet TO AN IRON PIN;  
 THENCE South 87 degrees 45 minutes 55 seconds East for a distance of 60.58 feet TO A 3/8" REBAR;  
 THENCE South 08 degrees 20 minutes 26 seconds East for a distance of 100.00 feet TO AN IRON PIN;  
 THENCE North 02 degrees 29 minutes 30 seconds East for a distance of 73.55 feet TO A COTTON PICKER SPINDLE;  
 THENCE South 89 degrees 45 minutes 41 seconds West for a distance of 100.00 feet TO AN IRON PIN;  
 THENCE North 35 degrees 19 minutes 42 seconds West for a distance of 384.94 feet;  
 THENCE North 33 degrees 07 minutes 31 seconds West for a distance of 38.73 feet;  
 THENCE North 34 degrees 07 minutes 12 seconds West for a distance of 24.78 feet;  
 THENCE North 28 degrees 48 minutes 27 seconds West for a distance of 242.43 feet TO AN X IN CONCRETE, THENCE LEAVING CREEK RUN, THENCE North 09 degrees 02 minutes 49 seconds East for a distance of 321.59 feet TO A 1 IN. ANGLE POST;  
 THENCE North 09 degrees 02 minutes 49 seconds East for a distance of 188.22 feet TO AN IRON PIN;  
 THENCE South 32 degrees 53 minutes 02 seconds East for a distance of 100.00 feet TO A 1 IN. ANGLE POST;  
 THENCE North 32 degrees 47 minutes 25 seconds West for a distance of 219.01 feet TO AN IRON PIN;  
 THENCE North 32 degrees 47 minutes 25 seconds West for a distance of 100.00 feet TO A 1/2" REBAR;  
 THENCE North 33 degrees 07 minutes 47 seconds West for a distance of 18.82 feet TO A 3/8" REBAR;  
 THENCE North 33 degrees 33 minutes 58 seconds West for a distance of 103.44 feet TO A 1 IN. ANGLE POST;  
 THENCE North 33 degrees 33 minutes 58 seconds West for a distance of 300.87 feet TO AN X IN CONCRETE AND BOTTLE CAP AT 1 INCH ANGLE POST;  
 THENCE South 01 degree 41 minutes 30 seconds East for a distance of 4.01 feet TO THE POINT OF BEGINNING.

SUBJECT TO A 50 FOOT WIDE RIGHT OF WAY FOR CITY STREET AS SHOWN, together with and subject to easements, encumbrances, and restrictions.

Said property contains 11.90 acres more or less.

NOTES:  
 READINGS FROM R.S. 234-2007  
 THIS IS NOT AN IMPROVEMENT SURVEY  
 THE LOCATIONS OF STRUCTURES, BUILDINGS,  
 EASEMENTS, UTILITIES, ETC. WERE NOT  
 DETERMINED AND ARE NOT SHOWN.  
 However, this was an investigation of  
 independent search for easements of record,  
 and other titles which to accurate and  
 current titles which may disclose  
 easements, encumbrances, etc. were not  
 considered a part of this survey, it is  
 advised that the surveyor is not  
 responsible for the accuracy of title,  
 or the location of structures, buildings,  
 etc. shown on maps or records.  
 This map and all other documents of record  
 are subject to the provisions of the  
 Arkansas Improvement Survey Act.  
 APPROX. AREA BY FORTY'S  
 S.W.1/4 NW1/4 11.98  
 S.W.1/4 NE1/4 .01 AC  
 NE1/4 SW1/4 .01 AC  
 AREA IN R-0-0-W-C CITY STREET 1.26 AC.



L202112069  
 BAXTER CO. AR FEE \$15.00  
 PRESENTED: 10-20-2021 08:43:05 AM  
 RECORDED: 10-20-2021 08:43:05 AM  
 CANDIA REESE  
 COUNTY AND CIRCUIT CLERK  
 87 LITTLE MCQUINNEY  
 SUITE



SSM  
 STATE SURVEY CODE  
 500-19A-13W-0-17-420-03-1224  
 500-19A-13W-0-17-420-03-1224  
 Stalter Surveying & Mapping  
 CALISTOGA, ARKANSAS 70808  
 (501) 848-1008  
 CHEYENNE, WYOMING  
 (307) 342-8471

## ORDINANCE NO: 2022 –

AN ORDINANCE AMENDING ORDINANCE NO. 2021-17, 2021-10, 2020-27, 2019-27, 2017-17, 2016-4, 2014-3, 2012-11, 2011-12, 2009-17, 2009-12, 2008-37, AS AMENDED BY 96-033, 07-31, 06-14, 05-03, 04-04, 03-37, 03-05, 02-27, 02-20, 02-09, 01-04, TO EXPAND AND REDEFINE THE JOB CLASSIFICATION AND COMPENSATION PLAN IN ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE DEPARTMENTS OF THE CITY OF MOUNTAIN HOME.

**WHEREAS**, the Job Classification and Compensation Plan was adopted in 1996 and has served the City well since that time; and,

**WHEREAS**, the Job Classification and Compensation Plan recommends the classification system be reviewed no less than every three years for continuity and fairness; and,

**WHEREAS**, adjustments need to be made in order to meet the needs of the departments of the City of Mountain Home; and,

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

**Section 1:** It is in the economic interest of the City of Mountain Home to amend the Job Classification and Compensation Plan as it relates to the following:

- 1) The Position Classification Table (see attached Exhibit A and Exhibit B) has been revised based upon recommendations of Department Directors to better reflect current expectations, licensing, and certifications.
- 2) The Wage Scale has been revised to reflect the addition of certification pay for the Police Department and Trainer Incentive Pay for the Fire Department. (Exhibit C)

**Section 2:** That all other provisions of the Job Classification and Compensation Plan of the City of Mountain Home shall remain in full force and effect unless specifically changed by the provisions of this Ordinance.

**Section 3: EMERGENCY CLAUSE:** The revised Position Classification Table affects the employees of the City departments, who in turn contribute to the safety and welfare of the residents of Mountain Home, Arkansas; therefore, an emergency is declared to exist, and this ordinance shall be in full force and effect from and after its passage.

Hillrey Adams, Mayor

**ATTEST:**

Brian Plumlee, City Clerk

# Table 4 Position Classifications – 2022

Revised 12/6/07 in accordance with Ordinance No: 2007-47  
Revised 10/16/08 in accordance with Ordinance No: 2008-37  
Revised 5/21/2009 in accordance with Ordinance No: 2009-12  
Revised 7/2/09 in accordance with Ordinance No. 2009-17  
Revised 9/2/2010 in accordance with Ordinance No. 2010-23  
Revised 10/18/2012 in accordance with Ordinance No. 2012-11  
Revised 2/20/2014 in accordance with Ordinance No. 2014-3  
Revised 5/5/2016 in accordance with Ordinance No. 2016-4  
Revised 10/19/19 in accordance with Ordinance No. 2019-27  
Revised 06/04/2020 in accordance with Ordinance No. 2020-27  
Revised 04/01/2021 in accordance with Ordinance No. 2021-10  
Revised 7/1/2021 in accordance with Ordinance No: 2021-17  
Revised 2/1/2022 in accordance with Ordinance No. 2022-\_\_

## GRADE 39 – EXEMPT

Director – Water & Sewer Services  
Director – Street Services  
Director – Fire Services  
Director – Police Services  
Director – Parks & Recreation Services

## GRADE 37 – EXEMPT

Engineer

## GRADE 36 – EXEMPT

Assistant Police Chief  
Assistant Fire Chief  
Assistant Director

## GRADE 18 – EXEMPT

Chief Financial Officer  
Human Resources Coordinator  
Manager  
Building Official  
City Treasurer

## GRADE 17 – NON-EXEMPT

Chief Deputy Treasurer

## GRADE 16 – NON-EXEMPT

Chief Court Clerk  
Deputy Treasurer  
Computer & Software Technician

## GRADE 15 – NON-EXEMPT

Fire Marshal – Fire Department

## GRADE 14 – NON-EXEMPT

Battalion Chief – Fire Department  
Plant Supervisor Reclassified from Asst. Supt. W/S  
Warehouse Supervisor- Reclassified from Foreman  
Inspector – Fire Department  
CAD Draftsman  
Office Manager / Inventory Comptroller  
Parks Maintenance Supervisor (NEW)  
Patrol Lieutenant -moved from Gr 13 and broke down by division  
CID Lieutenant

SRO Lieutenant

## GRADE 13 – NON-EXEMPT

Captain – Fire Department  
Patrol Sergeant- moved from Gr 12 and broke down by division  
CID Sergeant  
SRO Sergeant

## GRADE 12 – NON-EXEMPT

Lieutenant – Fire Department  
Foreman  
Assistant Supervisor  
Office Manager  
Chief Deputy Court Clerk  
Water/Wastewater IV – moved from Gr 11  
Operations Manager- (NEW PD)  
Program Coordinator- Moved from Gr 10  
Patrol Corporal- moved from Gr 11 and broke down by division  
CID Corporal  
SRO Corporal

## GRADE 11 – NON-EXEMPT

Engineer – Fire Department  
Lab Tech  
Water/Wastewater III- Moved from Gr 10  
Patrol First Class- new Job Title based on Exp.  
CID First Class  
School Resource Officer First Class

## GRADE 10 - NON-EXEMPT

Firefighter  
Plumbing Inspector  
Patrol Officer (adding certification pay)  
Probation Officer / Work Release Coordinator  
Equipment Operator-new job title, condensed Heavy and Small Equip  
Mechanic  
Concrete Finisher  
Maintenance Operator  
Communications Supervisor, Sergeant (NEW)  
CID Investigator (NEW)  
School Resource Officer (NEW)

## GRADE 9 – NON-EXEMPT

Mayor's Secretary  
Apprentice Operator / Water Treatment/Sewer Treatment- Title Chg  
Communications Supervisor, Corporal (NEW)

## GRADE 8 – NON-EXEMPT

Secretary  
Administrative Secretary  
District Court Clerk  
Billing Clerk  
Communications Officer-Title Chg  
Communications Officer/Secretary (NEW)

Table 4  
Position Classifications – 2022

Maintenance & Building Coordinator

Inventory Clerk

Meter Maintenance- moved from Gr 6

Laborer/Truck Driver With CDL-moved from Gr 6

GRADE 7 – NON-EXEMPT

---

Facility Maintenance- moved from Gr 6

GRADE 6 – NON-EXEMPT

---

Clerk / Receptionist

Laborer- moved from Gr 3 and combined Laborer 1 and I13

GRADE 3 – NON-EXEMPT

---

GRADE 2 – NON-EXEMPT

---

# Table 4 Position Classifications – 2022

Revised 12/6/07 in accordance with Ordinance No: 2007-47  
Revised 10/16/08 in accordance with Ordinance No: 2008-37  
Revised 5/21/2009 in accordance with Ordinance No: 2009-12  
Revised 7/2/09 in accordance with Ordinance No. 2009-17  
Revised 9/2/2010 in accordance with Ordinance No. 2010-23  
Revised 10/18/2012 in accordance with Ordinance No. 2012-11  
Revised 2/20/2014 in accordance with Ordinance No. 2014-3  
Revised 5/5/2016 in accordance with Ordinance No. 2016-4  
Revised 10/19/19 in accordance with Ordinance No. 2019-27  
Revised 06/04/2020 in accordance with Ordinance No. 2020-27  
Revised 04/01/2021 in accordance with Ordinance No. 2021-10  
Revised 7/1/2021 in accordance with Ordinance No: 2021-17  
Revised 2/1/2022 in accordance with Ordinance No. 2022-\_\_

## GRADE 39 – EXEMPT

Director – Water & Sewer Services  
Director – Street Services  
Director – Fire Services  
Director – Police Services  
Director – Parks & Recreation Services

## GRADE 37 – EXEMPT

Engineer

## GRADE 36 – EXEMPT

Assistant Police Chief  
Assistant Fire Chief  
Assistant Director

## GRADE 18 – EXEMPT

Chief Financial Officer  
Human Resources Coordinator  
Manager  
Building Official  
City Treasurer

## GRADE 17 – NON-EXEMPT

Chief Deputy Treasurer

## GRADE 16 – NON-EXEMPT

Chief Court Clerk  
Deputy Treasurer  
Computer & Software Technician

## GRADE 15 – NON-EXEMPT

Fire Marshal – Fire Department

## GRADE 14 – NON-EXEMPT

Battalion Chief – Fire Department  
Plant Supervisor  
Warehouse Supervisor  
Inspector – Fire Department  
CAD Draftsman  
Office Manager / Inventory Comptroller  
Parks Maintenance Supervisor  
Patrol Lieutenant  
CID Lieutenant

SRO Lieutenant

## GRADE 13 – NON-EXEMPT

Captain – Fire Department  
Patrol sergeant  
CID Sergeant  
SRO Sergeant

## GRADE 12 – NON-EXEMPT

Lieutenant – Fire Department  
Foreman  
Assistant Supervisor  
Office Manager  
Chief Deputy Court Clerk  
Water/Wastewater IV  
Operations Manager  
Program Coordinator  
Patrol Corporal  
CID Corporal  
SRO Corporal

## GRADE 11 – NON-EXEMPT

Engineer – Fire Department  
Lab Tech  
Water/Wastewater IV  
Patrol First Class  
CID First Class  
School Resource Officer First Class

## GRADE 10 - NON-EXEMPT

Firefighter  
Plumbing Inspector  
Patrol Officer  
Probation Officer / Work Release Coordinator  
Equipment Operator  
Mechanic  
Concrete Finisher  
Maintenance Operator  
Communications Supervisor, Sergeant  
CID Investigator  
School Resource Officer

## GRADE 9 – NON-EXEMPT

Mayor's Secretary  
Apprentice Operator / Water Treatment/Sewer Treatment  
Communications Supervisor, Corporal

## GRADE 8 – NON-EXEMPT

Secretary  
Administrative Secretary  
District Court Clerk  
Billing Clerk  
Communications Officer  
Communications Officer/Secretary

Maintenance & Building Coordinator  
Inventory Clerk  
Meter Maintenance  
Laborer/Truck Driver With CDL

GRADE 7 – NON-EXEMPT

Facility Maintenance

GRADE 6 – NON-EXEMPT

Clerk / Receptionist  
Laborer

GRADE 3 – NON-EXEMPT

GRADE 2 – NON-EXEMPT



2022 FD WAGE SCALE

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

G: FD - 10			G: FD - 10		
STEP	2022 RATE	STEP	2022 RATE	STEP	2022 RATE
<b>FIREFIGHTER - START</b>	\$ 12.96	4 Years	7	\$ 16.40	
6 Months	\$ 13.60	5 Years	8	\$ 16.73	
1Year	\$ 14.25	6 Years	9	\$ 16.98	
1 1/2 Years	\$ 14.91	7 Years	10	\$ 17.29	
2 Years	\$ 15.53	8 Years	11	\$ 17.61	
2 1/2 Years	\$ 15.86	9 Years	12	\$ 17.88	
3 Years	\$ 16.18	10 Years	13	\$ 18.21	

G: FD - 11			G: FD - 11		
STEP	2022 RATE	STEP	2022 RATE	STEP	2022 RATE
<b>ENGINEER - START</b>	\$ 13.52	4 Years	7	\$ 17.18	
6 Months	\$ 14.18	5 Years	8	\$ 17.51	
1Year	\$ 14.85	6 Years	9	\$ 17.82	
1 1/2 Years	\$ 15.49	7 Years	10	\$ 18.23	
2 Years	\$ 16.20	8 Years	11	\$ 18.52	
2 1/2 Years	\$ 16.45	9 Years	12	\$ 18.93	
3 Years	\$ 16.80	10 Years	13	\$ 19.32	

G: FD - 12			G: FD - 12		
STEP	2022 RATE	STEP	2022 RATE	STEP	2022 RATE
<b>LIUTENANT - START</b>	\$ 13.96	4 Years	7	\$ 18.00	
6 Months	\$ 14.65	5 Years	8	\$ 18.31	
1Year	\$ 15.32	6 Years	9	\$ 18.62	
1 1/2 Years	\$ 15.96	7 Years	10	\$ 18.93	
2 Years	\$ 16.68	8 Years	11	\$ 19.24	
2 1/2 Years	\$ 17.12	9 Years	12	\$ 19.55	
3 Years	\$ 17.69	10 Years	13	\$ 19.90	

G: FD - 13			G: FD - 13		
STEP	2022 RATE	STEP	2022 RATE	STEP	2022 RATE
<b>CAPTAIN - START</b>	\$ 14.56	4 Years	7	\$ 18.64	
6 Months	\$ 15.22	5 Years	8	\$ 19.06	
1Year	\$ 15.90	6 Years	9	\$ 19.42	
1 1/2 Years	\$ 16.53	7 Years	10	\$ 19.79	
2 Years	\$ 17.27	8 Years	11	\$ 20.14	
2 1/2 Years	\$ 17.89	9 Years	12	\$ 20.55	
3 Years	\$ 18.30	10 Years	13	\$ 20.95	

G: FD - 14			G: FD - 14		
STEP	2021 RATE	STEP	2021 RATE	STEP	2021 RATE
<b>BATTALION CHIEF - START</b>	\$ 15.65	4 Years	7	\$ 20.17	
6 Months	\$ 16.28	5 Years	8	\$ 20.74	
1Year	\$ 16.98	6 Years	9	\$ 21.08	
1 1/2 Years	\$ 17.64	7 Years	10	\$ 21.41	
2 Years	\$ 18.36	8 Years	11	\$ 21.79	
2 1/2 Years	\$ 19.36	9 Years	12	\$ 22.19	
3 Years	\$ 19.83	10 Years	13	\$ 22.67	

2022 FD WAGE SCALE

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

FIRE DEPT INCENTIVE PAY	
DESIGNATED	\$ .50 PER HOUR
EMT	\$50 PER MONTH



2022 WAGE SCALES

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

	A	B	C	D	E	F	G
1	<b>GRADE 3</b>		<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>
2	STEP 20 = STEP 0	<b>START</b>	\$ 12.75	3 Years	6	\$ 15.91	
3	6 Months	1	\$ 13.28	4 Years	7	\$ 16.44	
4	1 Year	2	\$ 13.81	5 Years	8	\$ 17.18	
5	1 1/2 Years	3	\$ 14.34				
6	2 Years	4	\$ 14.86				
7	2 1/2 Years	5	\$ 15.39				
8	<b>GRADE 4</b>		<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>
9	STEP 20 = STEP 0	<b>START</b>	\$ 12.85	3 Years	6	\$ 16.01	
10	6 Months	1	\$ 13.38	4 Years	7	\$ 16.54	
11	1 Year	2	\$ 13.91	5 Years	8	\$ 17.28	
12	1 1/2 Years	3	\$ 14.44	6 Years	9	\$ 17.59	
13	2 Years	4	\$ 14.96	7 Years	10	\$ 17.91	
14	2 1/2 Years	5	\$ 15.49				
15	<b>GRADE 5</b>		<b>STEP</b>	<b>2021 RATE</b>		<b>STEP</b>	<b>2021 RATE</b>
16	STEP 20 = STEP 0	<b>START</b>	\$ 12.95	3 Years	6	\$ 16.11	
17	6 Months	1	\$ 13.48	4 Years	7	\$ 16.64	
18	1 Year	2	\$ 14.04	5 Years	8	\$ 17.38	
19	1 1/2 Years	3	\$ 14.57	6 Years	9	\$ 17.85	
20	2 Years	4	\$ 15.11	7 Years	10	\$ 18.33	
21	2 1/2 Years	5	\$ 15.61				
22	<b>GRADE 6</b>		<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>
23	STEP 20 = STEP 0	<b>START</b>	\$ 13.06	3 Years	6	\$ 16.32	
24	6 Months	1	\$ 13.76	4 Years	7	\$ 16.75	
25	1 Year	2	\$ 14.45	5 Years	8	\$ 17.52	
26	1 1/2 Years	3	\$ 15.15	6 Years	9	\$ 17.96	
27	2 Years	4	\$ 15.85	7 Years	10	\$ 18.44	
28	2 1/2 Years	5	\$ 16.09	8 Years	11	\$ 18.77	
29	<b>GRADE 7</b>		<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>
30	STEP 20 = STEP 0	<b>START</b>	\$ 13.23	3 Years	6	\$ 16.78	
31	6 Months	1	\$ 14.00	4 Years	7	\$ 17.15	
32	1 Year	2	\$ 14.77	5 Years	8	\$ 17.61	
33	1 1/2 Years	3	\$ 15.53	6 Years	9	\$ 18.09	
34	2 Years	4	\$ 16.30	7 Years	10	\$ 18.58	
35	2 1/2 Years	5	\$ 16.54	8 Years	11	\$ 19.08	
36	<b>GRADE 8</b>		<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>
37	STEP 20 = STEP 0	<b>START</b>	\$ 13.38	3 Years	6	\$ 17.44	
38	6 Months	1	\$ 14.21	4 Years	7	\$ 17.78	
39	1 Year	2	\$ 15.07	5 Years	8	\$ 18.14	
40	1 1/2 Years	3	\$ 15.91	6 Years	9	\$ 18.48	
41	2 Years	4	\$ 16.77	7 Years	10	\$ 18.80	
42	2 1/2 Years	5	\$ 17.15	8 Years	11	\$ 19.16	
43							

2022 WAGE SCALES

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

	A	B	C	D	E	F	G
44	<b>GRADE 9</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
45	STEP 20 = STEP 0	START	\$ 14.03	3 Years	6	\$ 18.21	
46	6 Months	1	\$ 14.87	4 Years	7	\$ 18.62	
47	1 Year	2	\$ 15.77	5 Years	8	\$ 18.99	
48	1 1/2 Years	3	\$ 16.62	6 Years	9	\$ 19.39	
49	2 Years	4	\$ 17.42	7 Years	10	\$ 19.78	
50	2 1/2 Years	5	\$ 17.82	8 Years	11	\$ 20.21	
51	<b>GRADE 10</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
52	STEP 20 = STEP 0	START	\$ 14.75	4 Years	7	\$ 19.32	
53	6 Months	1	\$ 15.58	5 Years	8	\$ 19.71	
54	1 Year	2	\$ 16.42	6 Years	9	\$ 20.08	
55	1 1/2 Years	3	\$ 17.28	7 Years	10	\$ 20.49	
56	2 Years	4	\$ 18.17	8 Years	11	\$ 20.89	
57	2 1/2 Years	5	\$ 18.52	9 Years	12	\$ 21.25	
58	3 Years	6	\$ 18.93				
59	<b>GRADE 11</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
60	STEP 20 = STEP 0	START	\$ 15.46	4 Years	7	\$ 20.49	
61	6 Months	1	\$ 16.33	5 Years	8	\$ 20.88	
62	1 Year	2	\$ 17.21	6 Years	9	\$ 21.22	
63	1 1/2 Years	3	\$ 18.03	7 Years	10	\$ 21.61	
64	2 Years	4	\$ 18.89	8 Years	11	\$ 22.00	
65	2 1/2 Years	5	\$ 19.75	9 Years	12	\$ 22.37	
66	3 Years	6	\$ 20.09				
67	<b>GRADE 12</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
68	STEP 20 = STEP 0	START	\$ 16.28	4 Years	7	\$ 21.39	
69	6 Months	1	\$ 17.15	5 Years	8	\$ 21.79	
70	1 Year	2	\$ 17.98	6 Years	9	\$ 22.21	
71	1 1/2 Years	3	\$ 18.81	7 Years	10	\$ 22.64	
72	2 Years	4	\$ 19.69	8 Years	11	\$ 23.07	
73	2 1/2 Years	5	\$ 20.51	9 Years	12	\$ 23.56	
74	3 Years	6	\$ 20.94				
75	<b>GRADE 13</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
76	STEP 20 = STEP 0	START	\$ 17.14	4 Years	7	\$ 22.20	
77	6 Months	1	\$ 17.95	5 Years	8	\$ 22.59	
78	1 Year	2	\$ 18.80	6 Years	9	\$ 23.06	
79	1 1/2 Years	3	\$ 19.68	7 Years	10	\$ 23.49	
80	2 Years	4	\$ 20.50	8 Years	11	\$ 23.90	
81	2 1/2 Years	5	\$ 21.36	9 Years	12	\$ 24.35	
82	3 Years	6	\$ 21.78	10 Years	13	\$ 24.79	
83							
84							
85							
86							

**2022 WAGE SCALES**

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

	A	B	C	D	E	F	G
87	<b>GRADE 14</b>		<b>STEP</b>		<b>2022 RATE</b>		
88	STEP 20 = STEP 0	START	\$ 17.98	4 Years	7	\$ 23.17	
89	6 Months	1	\$ 18.81	5 Years	8	\$ 23.66	
90	1 Year	2	\$ 19.69	6 Years	9	\$ 24.12	
91	1 1/2 Years	3	\$ 20.51	7 Years	10	\$ 24.59	
92	2 Years	4	\$ 21.39	8 Years	11	\$ 25.08	
93	2 1/2 Years	5	\$ 22.21	9 Years	12	\$ 25.55	
94	3 Years	6	\$ 22.68	10 Years	13	\$ 26.10	
95	<b>GRADE 15</b>		<b>STEP</b>		<b>2022 RATE</b>		
96	STEP 20 = STEP 0	START	\$ 18.89	4 Years	7	\$ 24.50	
97	6 Months	1	\$ 19.75	5 Years	8	\$ 24.98	
98	1 Year	2	\$ 20.57	6 Years	9	\$ 25.44	
99	1 1/2 Years	3	\$ 21.44	7 Years	10	\$ 25.97	
100	2 Years	4	\$ 22.27	8 Years	11	\$ 26.45	
101	2 1/2 Years	5	\$ 23.12	9 Years	12	\$ 26.91	
102	3 Years	6	\$ 23.98	10 Years	13	\$ 27.45	
103	<b>GRADE 16</b>		<b>STEP</b>		<b>2022 RATE</b>		
104	STEP 20 = STEP 0	START	\$ 19.81	5 Years	8	\$ 25.90	
105	6 Months	1	\$ 20.65	6 Years	9	\$ 26.41	
106	1 Year	2	\$ 21.50	7 Years	10	\$ 26.85	
107	1 1/2 Years	3	\$ 22.38	8 Years	11	\$ 27.36	
108	2 Years	4	\$ 23.23	9 Years	12	\$ 27.89	
109	2 1/2 Years	5	\$ 24.03	10 Years	13	\$ 28.37	
110	3 Years	6	\$ 24.91	11 Years	14	\$ 28.87	
111	4 Years	7	\$ 25.40				
112	<b>GRADE 17</b>		<b>STEP</b>		<b>2022 RATE</b>		
113	STEP 20 = STEP 0	START	\$ 20.82	5 Years	8	\$ 27.24	
114	6 Months	1	\$ 21.65	6 Years	9	\$ 27.75	
115	1 Year	2	\$ 22.49	7 Years	10	\$ 28.29	
116	1 1/2 Years	3	\$ 23.32	8 Years	11	\$ 28.79	
117	2 Years	4	\$ 24.17	9 Years	12	\$ 29.30	
118	2 1/2 Years	5	\$ 25.06	10 Years	13	\$ 29.81	
119	3 Years	6	\$ 25.89	11 Years	14	\$ 30.28	
120	4 Years	7	\$ 26.76				
121	<b>GRADE 18</b>		<b>STEP</b>		<b>2022 RATE</b>		
122	STEP 20 = STEP 0	START	\$ 21.81	5 Years	8	\$ 29.07	
123	6 Months	1	\$ 22.89	6 Years	9	\$ 29.53	
124	1 Year	2	\$ 23.96	7 Years	10	\$ 29.98	
125	1 1/2 Years	3	\$ 25.05	8 Years	11	\$ 30.47	
126	2 Years	4	\$ 26.09	9 Years	12	\$ 30.90	
127	2 1/2 Years	5	\$ 27.05	10 Years	13	\$ 31.34	
128	3 Years	6	\$ 27.75	11 Years	14	\$ 31.83	
129	4 Years	7	\$ 28.55				

2022 WAGE SCALES

(Full-time employees evaluated every 6 months until Step 6 - annual evaluations at Step 7)

	A	B	C	D	E	F	G
130	<b>GRADE 19</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
131	STEP 20 = STEP 0	START	\$ 22.89	5 Years	8	\$ 29.65	
132	6 Months	1	\$ 23.71	6 Years	9	\$ 30.54	
133	1 Year	2	\$ 24.58	7 Years	10	\$ 30.98	
134	1 1/2 Years	3	\$ 25.42	8 Years	11	\$ 31.46	
135	2 Years	4	\$ 26.27	9 Years	12	\$ 31.93	
136	2 1/2 Years	5	\$ 27.14	10 Years	13	\$ 32.39	
137	3 Years	6	\$ 28.00	11 Years	14	\$ 32.87	
138	4 Years	7	\$ 28.83	12 Years	15	\$ 33.43	
139	<b>GRADE 36</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
140	STEP 20 = STEP 0	START	\$ 30.15	3 Years	6	\$ 33.30	
141	6 Months	1	\$ 30.67	4 Years	7	\$ 33.83	
142	1 Year	2	\$ 31.19	5 Years	8	\$ 34.37	
143	1 1/2 Years	3	\$ 31.70	6 Years	9	\$ 34.88	
144	2 Years	4	\$ 32.25	7 Years	10	\$ 35.44	
145	2 1/2 Years	5	\$ 32.78	8 Years	11	\$ 35.94	
146	<b>GRADE 37</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
147	STEP 20 = STEP 0	START	\$ 30.79	4 Years	7	\$ 34.42	
148	6 Months	1	\$ 31.48	5 Years	8	\$ 34.81	
149	1 Year	2	\$ 32.23	6 Years	9	\$ 35.25	
150	1 1/2 Years	3	\$ 32.66	7 Years	10	\$ 35.67	
151	2 Years	4	\$ 33.09	8 Years	11	\$ 36.12	
152	2 1/2 Years	5	\$ 33.55	9 Years	12	\$ 36.59	
153	3 Years	6	\$ 33.98				
154	<b>GRADE 39</b>	<b>STEP</b>	<b>2022 RATE</b>		<b>STEP</b>	<b>2022 RATE</b>	
155	STEP 20 = STEP 0	START	\$ 31.65	3 Years	6	\$ 34.80	
156	6 Months	1	\$ 32.17	4 Years	7	\$ 35.33	
157	1 Year	2	\$ 32.69	5 Years	8	\$ 35.87	
158	1 1/2 Years	3	\$ 33.20	6 Years	9	\$ 36.38	
159	2 Years	4	\$ 33.75	7 Years	10	\$ 36.94	
160	2 1/2 Years	5	\$ 34.28	8 Years	11	\$ 37.44	
161							
162	<b>POLICE OFFICER CERTIFICATION PAY (NEW)</b>						
163	INTERMEDIATE CERTIFICATE	\$ .25 PER HOUR					
164	ADVANCED CERTIFICATE	\$ .50 PER HOUR ADDL. (\$.75)					
165	SENIOR CERTIFICATE	\$ .75 PER HOUR ADDL. (\$1.50)					

2022 PART-TIME WAGE SCALE

(PT: increases based on 400+ hours 12 months employment; Seasonal: 200+ hours 1 season; PT Officer: based on hours worked + volunteer hours)

GRADE: PT - 1		STEP	2022 RATE	
		START	\$	12.75
1 Year	1	\$		12.91
2 Years	2	\$		13.10
3 Years	3	\$		13.37
4 Years	4	\$		13.63
GRADE: PT - 2		STEP	2022 RATE	
		START	\$	12.80
1 Year	1	\$		12.96
2 Years	2	\$		13.27
3 Years	3	\$		13.74
4 Years	4	\$		14.28
5 Years	5	\$		14.36
GRADE: PT - 3		STEP	2022 RATE	
		START	\$	12.90
1 Year	1	\$		13.17
2 Years	2	\$		13.69
3 Years	3	\$		14.26
4 Years	4	\$		14.65
5 Years	5	\$		14.82
6 Years	6	\$		15.41
GRADE: PT - 4		STEP	2022 RATE	
		START	\$	12.94
1 Year	1	\$		13.58
2 Years	2	\$		14.19
3 Years	3	\$		14.49
4 Years	4	\$		15.09
5 Years	5	\$		15.75
6 Years	6	\$		16.36
GRADE: PT - 5		STEP	2022 RATE	
		START	\$	13.19
1 Year	1	\$		13.84
2 Years	2	\$		14.44
3 Years	3	\$		15.10
4 Years	4	\$		15.71
5 Years	5	\$		16.32
6 Years	6	\$		16.96

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-021 OF THE CITY OF MOUNTAIN HOME; AND 2007-14 OF THE CITY OF MOUNTAIN HOME: REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND FOR OTHER PURPOSES**

**WHEREAS**, it is in the best interest of the residents of the City of Mountain Home the City Council have input into development of the City; and

**WHEREAS**, the Zoning Ordinance is in need of amendment to better aid future development and growth of the City;

**WHEREAS**, the construction industry has made great advancements in the area of what is available for metal siding;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN HOME, ARKANSAS TO WIT:**

**Section 1:** Article 3-2 Façade Requirements, Article 3-3 Façade Requirements, Article 3-4 Façade Requirements, Article 3-5 Façade Requirements and Article 3-6 Façade Requirements of the Zoning Ordinance No. 2007-14 of the City of Mountain Home, Arkansas is here deleted and replaced with the following:

Building Landscaping, Façade Requirements and Permits

All commercially zoned buildings shall be reviewed and approved by the Planning Commission for compliance with Building Landscaping & Façade Requirements before a building permit can be issued. (See Development Regulations for Landscaping Requirements)

A Copy of the plans and letter of intent shall be submitted to the Board Secretary of the Planning Commission at least fifteen (15) working days prior to the scheduled meeting of the Commission at which consideration is requested.



**Section 2** Façade Requirements

All commercially zoned buildings must maintain a façade covering 100% of the entryway side (front-side) that is visible from the street or not. Also any side and rear walls which are 50% visible from the street shall have the same façade covering as the front entry.

**Section 3** Types of façade

Exterior façade material can include stone, cultured stone, brick, brick veneer, glass, architectural precast (panels or detailing) stucco, dryvit, wood, concrete siding, decorative concrete block or medal siding with no visible fasteners.

Vinyl siding, concrete blocks (painted or natural), medal siding with visible fasteners are not to be considered façade materials.

If Vinyl siding, concrete blocks (painted or natural) or medal siding with visible fasteners are desired it shall be reviewed and approved or denied by the Planning Commission. For medal siding with visible fasteners to be considered the Planning Commission will need to know the manufacturer name, profile name and a sample of the panel at least as wide as the panel and two feet tall shall be submitted along with a letter requesting a variance to the façade requirements.

**Section 4** All other provisions of Ordinance No. 98-021 and 2007-14 of the City of Mountain Home, Arkansas shall remain in full force and effect unless specifically changed by the provisions of this Ordinance.

**PASSED AND APPORVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF WATER / SEWER AUTO CAD SOFTWARE**

**WHEREAS**, the City of Mountain Home Water Department is desirous of purchasing water / sewer auto CAD software.

**WHEREAS**, the water / sewer auto CAD software programs are necessary to meet the needs of the Water / Sewer Department.

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

**SECTION 1.** The Water Department of the City of Mountain Home, Arkansas desires to purchase water / sewer auto CAD software.

**SECTION 2.** Due to the nature of the proprietary nature of the software & the amount of the purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Water / Sewer Department is hereby authorized to purchase the water /sewer auto Cad Software for a sum not to exceed \$ 60,000.00 (Sixty Thousand dollars, from Bentley Systems, inc.

**WHEREAS**, the purchase of the water / sewer auto CAD software is necessary in the operation of the Water / Sewer Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, CITY CLERK**

**ORDINANCE NO. 2022 - \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING  
THE PURCHASE OF TWO (2) DODGE TRUCKS**

**WHEREAS**, the City of Mountain Home Water & Wastewater Department is desirous of purchasing two (2) Dodge trucks.

**WHEREAS**, the two (2) Dodge trucks are necessary to meet the needs of the Water & Wastewater Department.

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

**SECTION 1.** The Water & Wastewater Department of the City of Mountain Home, Arkansas desires to purchase of two (2) Dodge Trucks for the purpose of replacing existing older vehicles.

**SECTION 2.** Due to the nature of the purchase and the amount of the purchase the Water & Wastewater department would like to purchase locally, as the water /Wastewater department usually uses state bid to purchase with. Ultimate Auto Group has offered their pricing at or below the state bid pricing.

**Section 3.** That the Water & Wastewater Department is hereby authorized to purchase of one Dodge Trucks for a sum not to exceed \$60,000.00 (Sixty thousand dollars) from Ultimate Auto Group, Mountain Home, AR.

**WHEREAS**, the purchase of the trucks is necessary for Water & Wastewater Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**

**ORDINANCE NO. 2022 -**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF (2) 4' TRENCH BOXES.**

**WHEREAS**, the City of Mountain Home Wastewater Department is desirous of purchasing (2) 4' Trench Boxes.

**WHEREAS**, the (2) 4' Trench Boxes are necessary to meet the safety needs in the Wastewater Department.

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

**SECTION 1.** Wastewater Department of the City of Mountain Home, Arkansas desires to purchase (2) Trench boxes for the purpose of keeping our employees safe as they construct wastewater lines.

**SECTION 2.** Due to the availability of the equipment, the purchase amount & and compatibility requirements of our current trenching system equipment, competitive bidding is neither feasible nor practical.

**Section 3.** That the Wastewater Department is hereby authorized to purchase the (2) 4' Trench boxes from ICM, Inc for a sum not to exceed \$ 29,000.00 (Twenty-Nine thousand dollars)

**WHEREAS**, the purchase of the (2) 4' Trench Boxes is necessary in contributing to the efficiency and safety of the Wastewater Department operations.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF FEBRUARY 2022.**

\_\_\_\_\_  
HILLREY ADAMS, MAYOR

**ATTEST:**

\_\_\_\_\_  
BRIAN A. PLUMLEE, CITY CLERK

**ORDINANCE NO. 2022 - \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING  
THE PURCHASE OF TWO (2) REPLACEMENT SMITH & LOVELESS PUMPS  
FOR FRANKLIN LIFT STATION**

**WHEREAS**, the City of Mountain Home Wastewater Department is desirous of purchasing two (2) Replacement Smith & Loveless Pumps for Franklin Lift station.

**WHEREAS**, the two (2) Replacement Smith & Loveless Pumps for Franklin Lift station are necessary to meet the needs of the Wastewater Department.

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

**SECTION 1.** The Wastewater Department of the City of Mountain Home, Arkansas desires to purchase of two (2) Replacement Smith & Loveless Pumps for Franklin Lift station for the purpose of replacing existing 20 year old ones.

**SECTION 2.** Due to the proprietary nature of the purchase and the amount or purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Wastewater Department is hereby authorized to purchase two (2) Smith & Loveless Pumps for a sum not to exceed \$25,000 (Twenty-Five thousand dollars) from Smith & Loveless, Inc. to be paid for out of the W/S depreciation Fund account# 1000-13072-00.

**WHEREAS**, the purchase of the two (2) Replacement Smith & Loveless Pumps for Franklin Lift station is necessary for Wastewater Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**

**ORDINANCE NO. 2022 - \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING  
THE PURCHASE OF TWO (2) REPLACEMENT ABS PUMPS FOR CR 390 LIFT  
STATION**

**WHEREAS**, the City of Mountain Home Wastewater Department is desirous of purchasing two (2) Replacement ABS Pumps for CR 390 Lift station.

**WHEREAS**, the two (2) Replacement ABS Pumps for CR 390 Lift station are necessary to meet the needs of the Wastewater Department.

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

**SECTION 1.** The Wastewater Department of the City of Mountain Home, Arkansas desires to purchase of two (2) Replacement ABS Pumps for CR 390 Lift station for the purpose of replacing existing 20 year old pumps.

**SECTION 2.** Due to the proprietary nature of the purchase and the amount or purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Wastewater Department is hereby authorized to purchase two (2) ABS Pumps for a sum not to exceed \$65,000 (Sixty-Five thousand dollars) from Tencarva Machinery company to be paid for out of the W/S depreciation Fund account# 1000-13072-00.

**WHEREAS**, the purchase of the two (2) Replacement ABS Pumps for CR 390 Lift station is necessary for Wastewater Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**

**ORDINANCE NO. 2022 - \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING  
THE PURCHASE OF (3) TR-60 70HP AIRE-O<sub>2</sub> TRITON AERATOR/MIXER**

**WHEREAS**, the City of Mountain Home Wastewater Department is desirous of purchasing (3) TR-60 70 HP aire-o<sub>2</sub> triton aerator/mixer.

**WHEREAS**, the (3) TR-60 70 HP aire-o<sub>2</sub> triton aerator/mixers is necessary to meet the needs of the Wastewater Department.

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

**SECTION 1.** The Wastewater Department of the City of Mountain Home, Arkansas desires to purchase (3) TR-60 70 HP aire-o<sub>2</sub> triton aerator/mixers for the purpose of replacing existing rotor assembly units that are used for aerating/mixing wastewater to enhance better efficiency of the wastewater treatment.

**SECTION 2.** Due to the nature of the purchase and the amount or purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Wastewater Department is hereby authorized to purchase (3) TR-60 70 HP aire-o<sub>2</sub> triton aerator/mixer for a sum not to exceed \$225,000.00 (Two Hundred and Twenty-Five thousand dollars) from Aeration Industries International to be paid for out of the W/S depreciation Fund account# 1000-13072-00.

**WHEREAS**, the purchase of the (3) TR-60 70 HP aire-o<sub>2</sub> triton aerator/mixers are necessary for Wastewater Department.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**

**ORDINANCE NO. 2022 - \_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING  
THE PURCHASE OF TWO (2) REPLACEMENT GRUNDFOS PUMPS FOR  
CRYSTAL MTN PUMP STATION**

**WHEREAS**, the City of Mountain Home Water Department is desirous of purchasing two (2) Replacement Grundfos Pumps for Crystal Mtn pump station.

**WHEREAS**, the two (2) Replacement Grundfos Pumps for Crystal Mtn pump station are necessary to meet the needs of the Water Department.

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

**SECTION 1.** The Water Department of the City of Mountain Home, Arkansas desires to purchase of two (2) Replacement Grundfos Pumps for Crystal Mtn pump station for the purpose of replacing existing 20 year old Pumps.

**SECTION 2.** Due to the proprietary nature of the purchase and the amount or purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Water Department is hereby authorized to purchase two (2) Grundfos Pumps for a sum not to exceed \$35,000 (Thirty-Five thousand dollars) from Jones Hydro services, Inc. to be paid for out of the W/S depreciation Fund account# 1000-13072-00.

**WHEREAS**, the purchase of the two (2) Replacement Grundfos Pumps for Crystal Mtn pump station is necessary for Water Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**



**ORDINANCE NO. 2022 - \_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF REPLACEMENT VFDs & SOFT START CONTROLS FOR CRYSTAL MTN PUMP STATION**

**WHEREAS**, the City of Mountain Home Water Department is desirous of purchasing Replacement VFD's & soft start controls for Crystal Mtn pump station.

**WHEREAS**, the Replacement VFD's & soft start controls for Crystal Mtn pump station are necessary to meet the needs of the Water Department.

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

**SECTION 1.** The Water Department of the City of Mountain Home, Arkansas desires to purchase of Replacement VFD's & soft start controls for Crystal Mtn pump station for the purpose of replacing existing 20 year old electrical controls.

**SECTION 2.** Due to the proprietary nature of the purchase and the amount or purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Water Department is hereby authorized to purchase Replacement VFD's & soft start controls for a sum not to exceed \$30,000 (Thirty thousand dollars) from OIC, Inc. to be paid for out of the W/S depreciation Fund account# 1000-13072-00.

**WHEREAS**, the purchase of the Replacement VFD's & soft start controls for Crystal Mtn pump station is necessary for Water Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**

ORDINANCE NO. 2022 - \_\_\_\_

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF REPLACEMENT EQUIPMENT & INSTALLATION SERVICES FOR THE WTP, TANK & PUMP STATION SCADA RADIO EQUIPMENT THAT IS OUT DATED AND NO LONGER SUPPORTED.**

**WHEREAS**, the City of Mountain Home Water Department is desirous of purchasing WTP, tank & pump station scada radio equipment replacements & installation services for scada system upgrades.

**WHEREAS**, this WTP, tank & pump station scada radio equipment replacements & installation services for scada system upgrades is necessary to meet the needs of the Wastewater Department.

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

**SECTION 1.** The Water Department of the City of Mountain Home, Arkansas desires to purchase WTP, tank & pump station scada radio equipment replacements & installation services for scada system upgrades for the purpose maintaining water treatment, water tank levels & pumping capacities and pump run times from the water plant.

**SECTION 2.** Due to the nature of the purchase competitive bidding is neither feasible nor practical.

**Section 3.** That the Wastewater Department is hereby authorized to purchase WTP, tank & pump station scada radio equipment replacements & installation services for scada system upgrades for a sum not to exceed \$78,000 (Seventy-Eight thousand dollars) from OIC, Inc. to be paid from the Depreciation Fund Account # 1000-13072-00.

**WHEREAS**, the purchase of the WTP, tank & pump station scada radio equipment replacements & installation services for scada system upgrades is necessary for Water Department. An emergency is therefore declared to exist; and this Ordinance shall be in full force and effect from and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Hillrey Adams, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brian A. Plumlee, City Clerk**



**Agreement  
For  
Professional Services  
City of Mountain Home, Arkansas  
Project No. 22W01380**



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**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made as of the Effective Date by and between the **City of Mountain Home**, 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 develop a 2022 Water and Sewer Master Plan Update (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, in the form set forth in Exhibit D, 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. 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

10.1. 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:

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.1.4. 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.

10.1.5. 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.

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

10.1.7. 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.

10.1.8. 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.

10.1. 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, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

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
- Exhibit D – Form of Amendment

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.

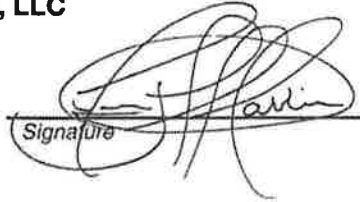


**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

**City of Mountain Home, Arkansas**

**Garver, LLC**

By: \_\_\_\_\_  
*Signature*

By:   
\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Jerry T. Martin  
*Printed Name*


Title: \_\_\_\_\_

Title: Arkansas Water Team Leader

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest:   
\_\_\_\_\_



## EXHIBIT A SCOPE OF SERVICES

### 1.1 Garver shall provide the following Services:

The City of Mountain Home, Arkansas ("City") has selected Garver ("Engineer") to provide services to complete the 2022 Water and Sewer Master Plan Update. The report will build upon the previous Water and Sewer Master Plan update completed in 2012 ("2012 Update").

### 1.2 Assumptions

In developing the scope of work and associated level of effort discussed in this proposal, Engineer has made the assumptions outlined below:

1. The 2022 Master Plan Update will focus on the existing service area and extensions to the following areas:
  - a. East Service Area as described in the 2012 Update, which generally extends east of the City to include the Highway 62/412 Bypass.
  - b. Area southwest of the existing service area as determined by the Southwest Collection System Improvement project analysis.
2. City staff will conduct hydrant flow testing and collection system flow monitoring based on field data collection plans developed by the Engineer.
3. The City has existing, digital (MicroStation) base map files of water and sewer system assets and tabular (Excel) data for manhole elevations with identifiers matching the base map.
4. The City can supply record drawings for infrastructure installed since the 2012 Update completed by the Engineer.

### 1.3 Scope of Work

Generally, the scope of services includes tasks necessary to complete the 2022 Water and Sewer Master Plan Update, which will be developed using updated hydraulic models of each system, as well as information related to system growth, maintenance, and operations. This 2022 Water and Sewer Master Plan Update will include development of an updated capital improvements plan for the water and sewer systems.

### Task 1. Project Management

#### Project Administration

- a. Coordinate with team members and City personnel.
- b. Coordinate with the Arkansas Department of Health (ADH) and the Arkansas Natural Resources Commission (ANRC).
- c. Conduct internal reviews of deliverables with the comments incorporated prior to delivery to Owner.
- d. Provide and coordinate project planning and scheduling tasks of the project.
- e. Submit monthly invoices to the Owner.
- f. Engineer will attend one in-person kickoff meeting to discuss project objectives, roles and responsibilities, document management, and schedules.
- g. Engineer will prepare and attend a workshop with the Owner for discussion of the DRAFT Master Plan Update document for completion of a final document.





- h. Engineer will develop a Project Management Plan (PMP) and Quality Control Plan (QCP) for the project.

**TASK 2. Data Collection**

Engineer to prepare data request document related to water and wastewater system information. The initial data request to the City will include but not be limited to:

- a. Water system files
- b. Record drawings for water pump stations.
- c. SCADA data for the last three years
- d. Wastewater system files
- e. Record drawings for wastewater lift stations and force mains

**TASK 3. Population Projections**

Engineer will edit and apply the population projection information developed in the LAKE NORFORK USACE WATER ALLOCATION Project for inclusion in the 2022 Master Plan Update.

**TASK 4. Water Demand Projections**

Engineer will edit and apply the water demand projection information developed in the LAKE NORFORK USACE WATER ALLOCATION Project for inclusion in the 2022 Master Plan Update.

**TASK 5. Water Service Area Considerations**

Engineer will examine the Mountain Home existing water service area as defined and approved by the Arkansas Natural Resources Commission (ANRC) and research the possibility for the inclusion of any other areas that could logically be serviced by the City. The potential new service areas would be submitted to the ANRC for Water Plan Compliance.

**TASK 6. Water Distribution System Analyses**

- a. Engineer will update the City's water distribution system hydraulic model in Bentley WaterGEMS based on the City's existing water system data and record drawings.
- b. Engineer will define operational controls in the model based on information from SCADA and operator inputs provided by the City.
- c. Engineer will develop demand scenarios for average day, maximum month, and maximum day conditions based on historical water billing data.
- d. Engineer will prepare a hydrant flow test plan to be executed by City staff. City staff will need to be available to operate the hydrants and take flow/pressure measurements.
- e. Engineer will calibrate and validate the hydraulic model based on historical SCADA information and the hydrant flow test data collected by the City.



**TASK 7. Water Treatment Plant Evaluation**

GARVER will summarize the current water treatment plant operation and treatment systems. The summary will incorporate the following previous and current examinations:

- WTP Preliminary Engineering Report including the new clearwell and recommended improvement of new flocculating clarifier, sodium hypochlorite facility, etc.
- WTP residuals examination covering sludge treatment and disposal, a backwash pump station, and pipe gallery upgrades.
- Lake intake project Technical Memorandum currently in progress, which includes the intake and transmission main.
- Lake Norfolk Water USACE Allocation request that examines population and usage needs to the year 2050.

These reports and examinations recommend improvements needed to the water treatment plant for providing adequate facilities and operation to meet today's regulatory requirements and for the future needs and requirements.

**TASK 8. Water System Assessments**

- a. Engineer will assess the following components relative to design and evaluation criteria established in Task 6 and 7.
  - 1. Water supply capacity
  - 2. Water storage capacity
    - i. Total storage
    - ii. Elevated storage
  - 3. Pumping capacity
  - 4. Water treatment capacity
- b. Engineer will identify capital improvement needs to address gaps in system supply, storage, pumping, and treatment capacity needs based on the assessment.
- c. Engineer will complete hydraulic model assessments of existing conditions.
- d. Engineer will complete hydraulic model assessments of buildout conditions and develop infrastructure improvements to address future system buildout.
- e. Engineer will provide an opinion of probable construction costs (OPCC) for the developed infrastructure improvements. Estimates will be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs.



#### **TASK 9. Wastewater System Analyses**

- a. Engineer will update the City's wastewater collection system hydraulic model in Bentley SewerGEMS based on the City's existing wastewater system data, record drawings, and lift station pump assessments. City will provide manhole depths to be included in the wastewater model.
- b. Engineer will define operational controls in the model based on information from SCADA and information provided by the City's operators.
- c. Engineer will develop a collection system flow monitoring plan to be executed by City staff. Engineer will calibrate and validate the hydraulic model based on historical information collected on flow and rainfall monitoring.
- d. Engineer will develop loading scenarios for dry weather, elevated dry weather, and design storm conditions based on historical flow data.

#### **TASK 10. Wastewater Treatment Plant Evaluation**

GARVER will summarize the current wastewater treatment plant operation and treatment systems. The summary will incorporate the following previous and current examinations:

- WWTP Preliminary Engineering Report on plant evaluation and operations done that resulted in the current construction of improvements to the WWTP.
- WWTP Improvements Evaluation just recently done that to further improve the WWTP operations.

These reports and examinations recommend improvements needed to the wastewater treatment plant for providing adequate facilities and operation to meet today's regulatory requirements and for the future needs and requirements.

#### **TASK 11. Wastewater System Assessments**

- a. Engineer will assess the following components relative to design and evaluation criteria established in Tasks 9 and 10.
  1. Wastewater treatment capacity
  2. Lift station capacity
    - i. Wet well volume
    - ii. Pumping capacity
    - iii. Force main capacity
  3. Gravity pipe capacity
    - i. Minimum slope
    - ii. Maximum slope
- b. Engineer will identify capital improvement needs to address gaps in lift station capacity based on the assessment.
- c. Engineer will complete hydraulic model assessments of existing conditions.



- d. Engineer will complete hydraulic model assessments of buildout condition and develop infrastructure improvements to address future system buildout, including the preferred alternative selected as part of the Southwest Collection System Improvements project.
- e. Engineer will provide an opinion of probable construction costs (OPCC) for the developed infrastructure improvements. Estimates will be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs.

**TASK 12. Water and Sewer Conclusions and Recommendations; Opinion of Probable Construction Costs**

- a. Engineer will identify water and wastewater system improvements necessary to meet required levels of service as identified in this 2022 Master Plan Update.
- b. Engineer will work with the Owner to update the conceptual OPCC's based on the final finding of Task 8 and Task 11 above. The updated estimates will still be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs. Engineer will work with Owner to identify potential funding sources and needs to acquire the sources.

**TASK 13. Regulatory Agency Submittals**

- a. GARVER will submit the final 2022 Master Plan Update document to the Arkansas Department of Health for their records.

**TASK 14. Project Deliverables**

- a. The following will be submitted to the Owner:
  - 1. One copy of the DRAFT 2022 Master Plan Update document for review.
  - 2. Five copies of the FINAL 2022 Master Plan Update document.

**TASK 15. Schedule**

Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and anticipates the work to be completed in accordance with the schedule below:

Draft Report	180 calendar days from Notice to Proceed
Final Report	60 calendar days after review of Draft Report with the City

Note: The above listed calendar days are approximate and subject to adjustment as necessary due to unexpected delays from changes that are beyond the control of GARVER. The Draft Report completion will be dependent on the LAKE NORFORK USACE WATER ALLOCATION Project completion. Receipt of needed projection data from the UALR State Data Center to complete the LAKE NORFORK USACE WATER ALLOCATION Project has currently not yet been received.

**Work Not Included in Agreement**

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

- A. Change in Recommendations due to changed conditions or Regulatory Agency changes after previous alternate direction and/or approval.
- B. Meetings in addition to those listed above.



- C. Rate Study analysis.
- D. Risk and Resilience Assessment Planning
- E. Emergency response planning.
- F. CFD modeling.
- G. Water quality modeling, including water age and source trace analyses.
- H. Transient analysis.
- I. Site visits in addition to those listed above.
- J. Sanitary sewer evaluation and survey (SSES) field investigations.
- K. Flow monitoring.
- L. Design services.
- M. Funding and/or financial assistance.
- N. Water quality testing.
- O. Environmental site assessment.
- P. Submittals in addition to those listed above.
- Q. Litigation assistance for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.

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



**EXHIBIT B  
COMPENSATION SCHEDULE**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Master Plan Update	\$100,000.00	LUMP SUM
TOTAL FEE	\$ 100,000.00	

The lump sum amount to be paid under this Agreement is \$100,000.00.

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 January 1, 2023.

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:

	Statutory Limit
Worker's Compensation	
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
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D  
FORM OF AMENDMENT**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

[Client Name]  
Project No. [?????????]

**AMENDMENT NO. [?]**

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

**[Describe improvements and location]**

The Agreement is hereby modified as follows:

**SECTION [?] – [Insert section heading]**

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

[OWNER NAME]		Garver, LLC	
By:		By:	
	<i>Signature</i>		<i>Signature</i>
Name:		Name:	
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	
Date:		Date:	
Attest:		Attest:	





**Agreement  
For  
Professional Services  
City of Mountain Home, Arkansas  
Project No. 22W01381**



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**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made as of the Effective Date by and between the **City of Mountain Home** (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 complete improvements 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

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, in the form set forth in Exhibit D, 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. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.

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. 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.

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.

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.

9.2.3. 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.

9.2.4. 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

10.1. 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:

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.1.4. 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.

10.1.5. 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.

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



10.1.7. 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.

10.1.8. 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.

10.1. 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, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

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
- Exhibit D – Form of Amendment

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.



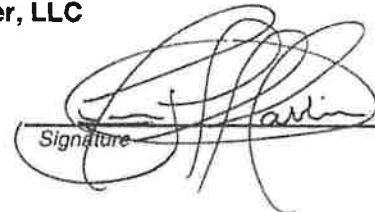
Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

**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: Jerry T. Martin  
*Printed Name*

Title: \_\_\_\_\_

Title: Arkansas Water Team Leader

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest:   
\_\_\_\_\_



## EXHIBIT A SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

### General

Generally, the scope of services includes design and construction support services for the addition of an Ultraviolet Disinfection System, improvements to the Headworks Screw Pumps, Bar Screens, Anoxic Basin Mixers, and Plant Wide Electrical to the Mountain Home Wastewater Treatment Plant. The improvement will consist of providing plans and specifications for the following work:

- Ultraviolet Disinfection
  - Remove the existing chlorination / dechlorination storage and feed equipment and gas scrubber.
  - Design improvements needed to temporarily install the portable Ultraviolet Disinfection System for use while the new Ultraviolet Disinfection System is being installed.
  - Design the necessary changes to the existing contact chamber to allow for the installation of the Ultraviolet Disinfection System.
  - Design for the needed electrical equipment installation to power the Ultraviolet Disinfection System.
  
- Headworks Screw Pumps
  - Design for the provision of temporary bulkheads to assist in the individual removal of the existing screw pumps.
  - Specify new coatings for the screw pumps.
  - Design for needed electrical equipment installation to power the new screw pumps.
  
- Headworks Bar Screens
  - Demolish the south bar screen and modify channel for larger bar screen.
  - Install new mechanical bar screen with heated enclosure in the south channel.
  - Rehabilitate the existing north mechanical bar screen with new mechanisms and heated enclosure.
  - Install bar screen washer / compactor system with bagging system.
  
- Anoxic Basin Mixers
  - Demolish existing anoxic basin mixers.
  - Install new anoxic basin mixers.
  
- Plant Wide Electrical
  - Replace existing headworks area motor control center with new walk-in enclosure and electrical cable replacements to screw pumps and anoxic mixers.
  - Replace existing motor control center outside of Administration Building with new walk-in enclosure and electrical cable replacements to oxidation ditch aerators/mixers.



- Replace existing motor control center inside of Administration Building with new motor control center and electrical cable replacements to NRRS, RAS, and WAS pumps. Install new VFD motor controls and upgrade room HVAC.
- Replace existing North Plant (sludge treatment) area motor control center with new walk-in enclosure and electrical cable replacements to aerobic digesters mixers and pumps.
- Upgrade Oxidation Ditch operation for dissolved oxygen control with probes and electrical controls.

#### **I. Coordination**

GARVER will furnish final plans to the following agencies:

- Arkansas Department of Energy and Environment (ADEE).
- Arkansas Department of Health (ADH).

Owner will pay agency review costs outside of this contract.

GARVER will assist the Owner in the submittal of the NPDES permit modification to allow the installation of the above listed improvements and for the construction permit modification for the construction of the improvements.

GARVER will assist the Owner in coordination with ADEE and the Arkansas Department of Finance and Administration (ADFA) in applying for sales tax exemption for the wastewater treatment plan improvement equipment.

#### **II. Preliminary Design**

The Preliminary Design phase submittal will include completed plans and specifications and an opinion of probable construction cost representing the project to be constructed for the Owner to review. GARVER will incorporate comments from the Owner on the Preliminary Design for inclusion into the Final Construction Documents.

#### **III. Final Design**

GARVER will conduct final designs to prepare construction plans and specifications for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.

#### **IV. Bidding Services**

During the bidding phase of the project, GARVER will:

- A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Provide construction contract documents availability to prospective bidders on the GARVER website.
- C. Support the contract documents by preparing addenda as appropriate.
- D. Participate in a pre-bid meeting if necessary.
- E. Prepare bid tabulation.
- F. Evaluate bids and recommend award.
- G. Prepare conformed construction contracts.



## V. Construction Phase Services

During the construction phase of work, GARVER will accomplish the following:

- A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- B. Attend monthly progress/coordination meetings with the Owner/Contractor.
- C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.
- D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- F. Maintain a set of working drawings and prepare and furnish record drawings.
- G. Provide part-time resident construction observation services for the 180-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 3 days per week, during the 450-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.
- H. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay GARVER an additional fee to be agreed upon by the Owner and GARVER.
- I. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by GARVER's Resident Project Representative, who will provide or accomplish the following:

- A. Consult with and advise the Owner during the construction period.
- B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- D. Maintain a project diary which will contain information pertinent to each site visit.





The proposed fee for Construction Phase Services is based on a 450-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants GARVER to continue the applicable Construction Phase Services, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.

In performing construction observation services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

#### **VI. Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by GARVER:

- A. Three copies of the Preliminary Design with opinion of probable construction cost.
- B. Three copies of the Final Design with opinion of probable construction cost.
- C. One copy of Final Design to ADEE.
- D. One copy of Final Design to ADH.
- E. Three copies of the Final Conformed Plans and Specifications to the Contractor.
- F. Two copies of approved shop drawings/submittals from the Contractor.
- G. One hard copy set of Record Drawings.
- H. Electronic files as requested.

#### **VII. Extra Work**

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Design of any utility's relocation other than water and sewer.
- D. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to ADEQ.
- E. Construction materials testing.
- F. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- G. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- H. Services after construction, such as warranty follow-up, operations support, etc.
- I. Field Surveys
- J. Geotechnical Investigations or Engineering.
- K. SCADA design and upgrades beyond those required for improvements.

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

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 2.1.
- 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.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B  
COMPENSATION SCHEDULE**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Design	\$467,000.00	LUMP SUM
Final Design	\$337,000.00	LUMP SUM
Bidding Services	\$58,000.00	LUMP SUM
Construction Phase Services	\$488,000.00	LUMP SUM
<b>TOTAL FEE</b>	<b>\$ 1,350,000.00</b>	

The lump sum amount to be paid under this Agreement is \$1,350,000.00.

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 January 1, 2023.



**EXHIBIT C  
INSURANCE**

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

	Statutory Limit
Worker's Compensation	
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
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT D  
FORM OF AMENDMENT

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

[Client Name]  
Project No. [????????]

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“Owner”) and Garver, LLC (“Garver”), dated [Insert date] (the “Agreement”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

[OWNER NAME]		Garver, LLC	
By:		By:	
	<i>Signature</i>		<i>Signature</i>
Name:		Name:	
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	
Date:		Date:	
Attest:		Attest:	



**Agreement  
For  
Professional Services  
City of Mountain Home, Arkansas  
Project No. 21W01384**



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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 provide sewer collection to a corridor section southwest of the City along State Highway 62/412 (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

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.

2.2. Subconsultants: After the selected Option is determined as accomplished in the Scope of Services (Exhibit A), and the appropriate level of effort, schedule, and associated compensation for the tasks of Design can be determined, Garver intends to use Ellington





Engineering Services and Consolidated Land Services, Inc., as subconsultants to GARVER for land surveying purposes. Use of these subconsultants will be dependent on obtaining an agreeable executed Agreement with Ellington Engineering Services and Consolidated Land Services, Inc.,... A 5 percent administrative markup will be added to subconsultant fees. The Owner will pay GARVER the subconsultant amounts as submitted by GARVER.

### 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, in the form set forth in Exhibit D, 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.



#### 4.2. Subsequent Services

Subsequent services of Design Plans and Specifications, Bidding Services, and Construction Services tasks, required for completion of the project will be authorized by amendment of this Agreement when the appropriate level of effort, schedule, and associated compensation for those tasks can be determined.

### 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. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.
- 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. 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 make-up 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

- 10.1. 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:
- 10.1.1. 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.
- 10.1.2. 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.
- 10.1.3. 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.



- 10.1.4. 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.
- 10.1.5. 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.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. 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.
- 10.1.8. 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.
- 10.1. 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

- 10.2. 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, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 10.3. 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.

10.4. 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

10.5. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

10.6. 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.

10.7. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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**

10.12. 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
- Exhibit D – Form of Amendment

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.

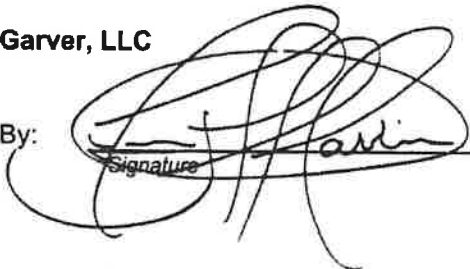
Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

**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: Jerry T. Martin, PE  
*Printed Name*

Title: \_\_\_\_\_

Title: Arkansas Water Team Leader

Date: \_\_\_\_\_

Date: January 31, 2022

Attest: \_\_\_\_\_

Attest: 



## EXHIBIT A SCOPE OF SERVICES

The City of Mountain Home, Arkansas (Owner) has selected Garver (Garver) to provide services for the evaluation and design of improvements to the Southwest Collection System for the City. This will include preliminary route studies and evaluation of improvement options and estimate of construction costs. Future work for the project will include detailed design, construction services, and coordination with regulatory agencies. The Scope of Services is further defined below.

### 1. Task 1 – Project Management

This task will include Project Administration and Management to include:

- a) Coordination with team members and Owners staff.
- b) Conduct internal reviews of deliverables with the comments incorporated prior to delivery to Owner.
- c) Provide and coordinate project planning and scheduling tasks of the project.
- d) Submit monthly invoices to the Owner.
- e) Engineer will attend one in-person kickoff meeting to discuss project objectives, roles and responsibilities, document management, and schedules.
- f) As part of the Kickoff Meeting, Engineer and Owner will accomplish a field walkthrough to document the locations and site of the project and key concerns of the Owner.
- g) Engineer will develop a Project Management Plan (PMP) and Quality Control Plan (QCP) for the project.

### 2. Task 2 - Route Study

Work associated with Task 2 will be a desktop evaluation and route study to evaluate up to four (4) options for routing. Garver will also work with the Owner to review and determine availability of funds for completion of the project. This will be used in the determination of the final project for design and construction.

- a) Route Evaluation and Alternatives Development. Garver will investigate, recommend, and provide an opinion of probable construction cost for up to four (4) alternatives detailed below and as shown in attachments.
  - i. Sewer service southwest along Highway 62/412 to Buford Road area with pump station pumping back to existing sewer. See attached drawing labeled OPTION 1.
  - ii. Sewer service southwest along Highway 62/412 to Buford Road area including Town Park Subdivision with pump station pumping back to existing sewer. See attached drawing labeled OPTION 2.
  - iii. Sewer service southwest along Highway 62/412 to Buford Road area and an area south of Highway 62/412 with pump station pumping back to existing sewer or the wastewater treatment plant. See attached drawing labeled OPTION 3.
  - iv. Sewer service southwest along Highway 62/412 to Buford Road area including Town Park Subdivision and an area south of Highway 62/412 with pump station pumping back to existing sewer or the wastewater treatment plant. See attached drawing labeled OPTION 4.



- b) Items to be considered in examining the Options.
- i. Examine capacity of existing sewer where pump station force main might connect.
  - ii. Examine capacity of proposed sewer (and existing sewer if used) with the potential inclusion of the Big Creek subdivision expansion and others to Highway 178. Owner shall obtain any planning documents available from potential areas of development that might be included in this evaluation.
  - iii. Garver will use desktop level planning and mapping tools readily available from existing sources, such as LIDAR, aerial photography, and the map of the existing system to develop the recommendations for improvement.
  - iv. Obtain property maps, if available, to identify owners of properties to be sewerred and to reconcile potential routing conflicts.
  - v. Opinion of Probable Construction cost will be developed using existing industry data. In accordance with the Association for the Advancement of Cost Engineering guidelines, the accuracy range of these estimates can vary from – 30% to + 50%.
  - vi. Determine required permitting aspects of project.
- b) Based on the developed alternatives, Garver will work with Owner to review and confirm final project for final design.

**Tasks 3 through 6 will be accomplished after completion of Task 2 by Amendment to this Agreement.**

### **3. Task 3 – Surveys**

Upon selection of final alternative and routing, Garver will work with Owner on the development and execution of a Contract Amendment for Survey services. This will include a proposed plan for the use of subconsultant work and agreements with Ellington Engineering Services, LLC, and Consolidated Land Services, Inc.

### **4. Task 4 - Design**

Upon selection of final alternative and routing, Garver will develop Preliminary and Final Design for construction plans, details, and specifications for approval of the Owner and regulatory agencies.

### **5. Task 5 – Bidding**

Upon completion of Final Design for construction plans, details, and specifications, Garver will provide Bidding Services for the project. This will include advertisement for bids, evaluation of bids, and a recommendation of award. Additionally, this will include pre bid and bid meetings as required.

### **6. Task 6 – Construction Services**

Upon selection of a successful bidder, Garver will assist the Owner for Construction Administration and Observation services as required and requested by the Owner.



**7. Project Deliverables**

The following will be submitted to the Owner:

1. Three copies of the preliminary Routing Alternative Options with opinion of probable construction costs (OPCC) for review.
2. Three copies of the Final Routing Alternative Options with opinion of probable construction costs.

**8. Schedule**

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

Preliminary Routing Alternative Options for review	90 calendar days from Notice to Proceed
Final Routing Alternative Options	14 calendar days after Review by Owner and any final changes/modifications made to the Options and OPCC

Note: The above listed calendar days are approximate and subject to adjustment as necessary due to unexpected delays from changes that are beyond the control of GARVER.

**9. Extra Work Not Included in Agreement**

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

1. Change in Recommendations due to changed conditions or Regulatory Agency changes after previous alternate direction and/or approval.
2. Sanitary sewer evaluation and survey (SSES) field investigations.
3. Funding and/or financial assistance.
4. Water quality testing.
5. Environmental site assessment.
6. Submittals in addition to those listed above.
7. Litigation assistance for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
8. Detailed Design services.
9. Survey
10. Geotech

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

**10. In addition to those obligations set forth in the Agreement, Owner shall:**

- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 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 2.1.
- 1.1.4 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.
  - 1.1.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
  - 1.1.6 Pay all plan review and advertising costs in connection with the project.
  - 1.1.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
  - 1.1.8 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.
  - 1.1.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



**EXHIBIT B  
COMPENSATION SCHEDULE**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Work/Scope Project	\$50,000.00	LUMP SUM
<b>TOTAL FEE</b>	<b>\$ 50,000.00</b>	

The lump sum amount to be paid under this Agreement is \$50,000.00.

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 January 1, 2023.

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
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000





EXHIBIT D  
FORM OF AMENDMENT

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
City of Mountain Home, Arkansas  
Project No. 21W01384

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Mountain Home, Arkansas ("Owner") and Garver, LLC ("Garver"), dated [Insert date] (the "Agreement").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

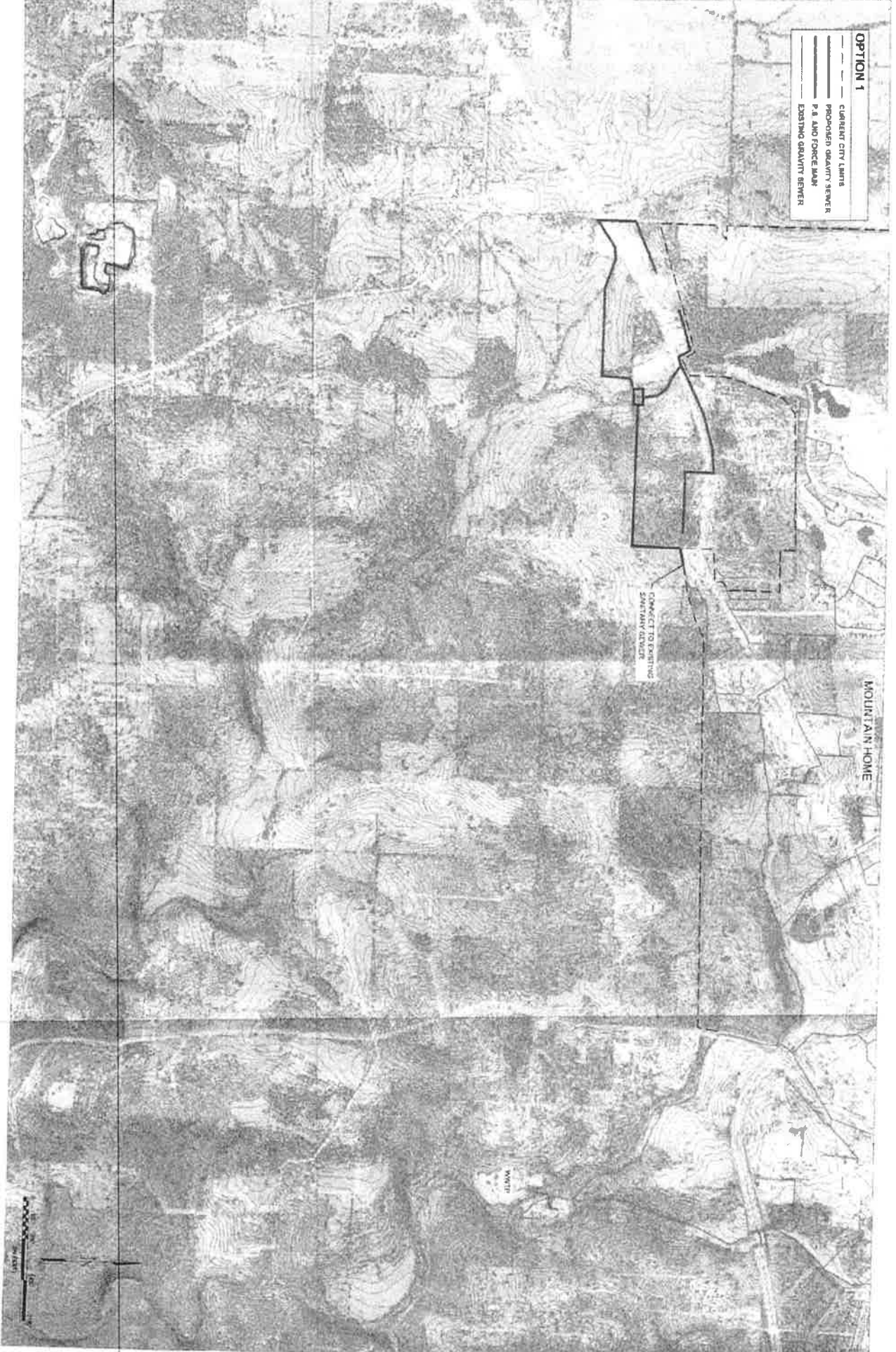
SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

[OWNER NAME]		Garver, LLC	
By:		By:	
	<i>Signature</i>		<i>Signature</i>
Name:		Name:	
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	
Date:		Date:	
Attest:		Attest:	



**OPTION 1**

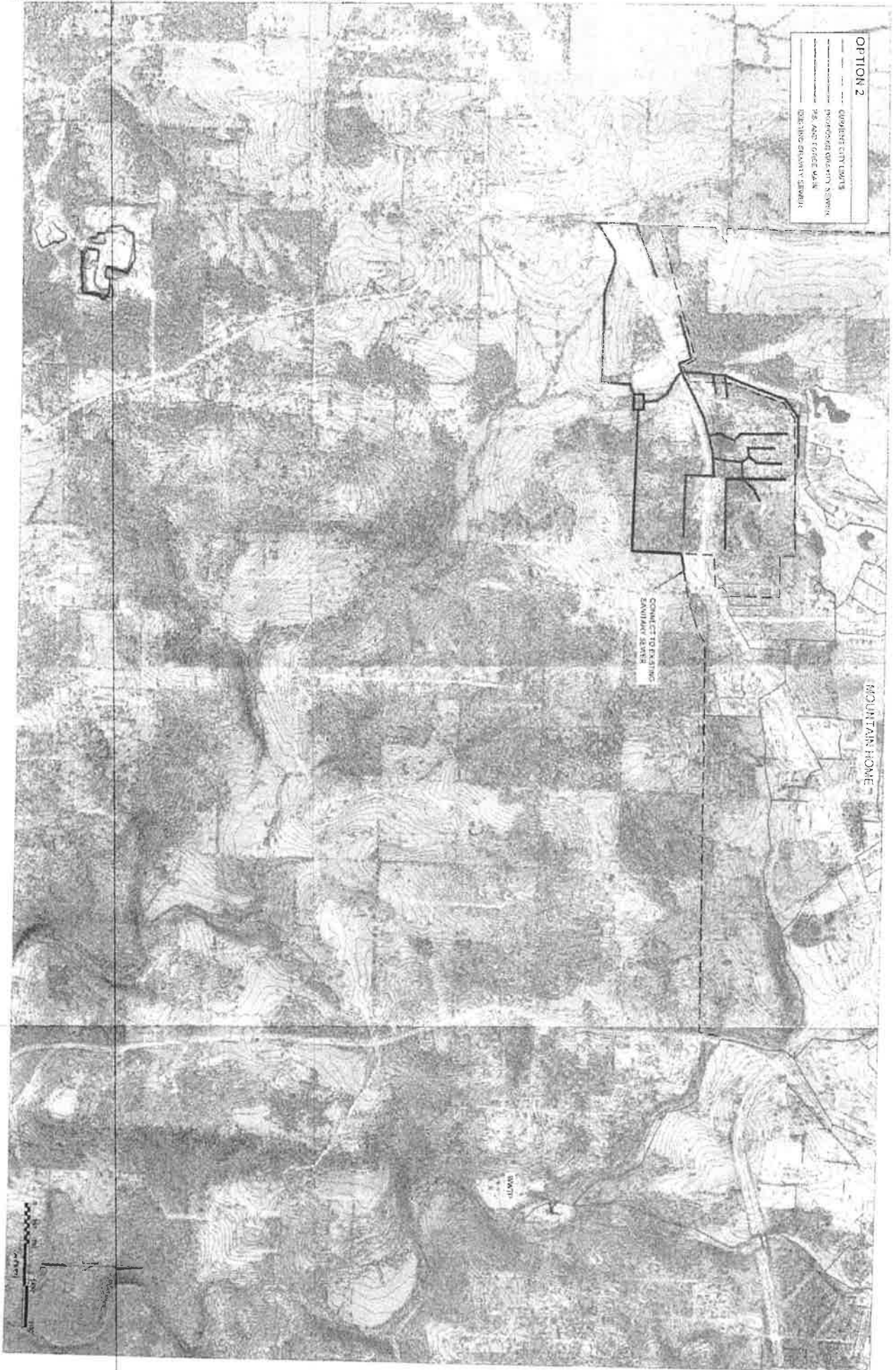
- CURRENT CITY LIMITS
- PROPOSED QUANTITY SEWER
- P.A. AND FORCE MAIN
- EXISTING QUANTITY SEWER

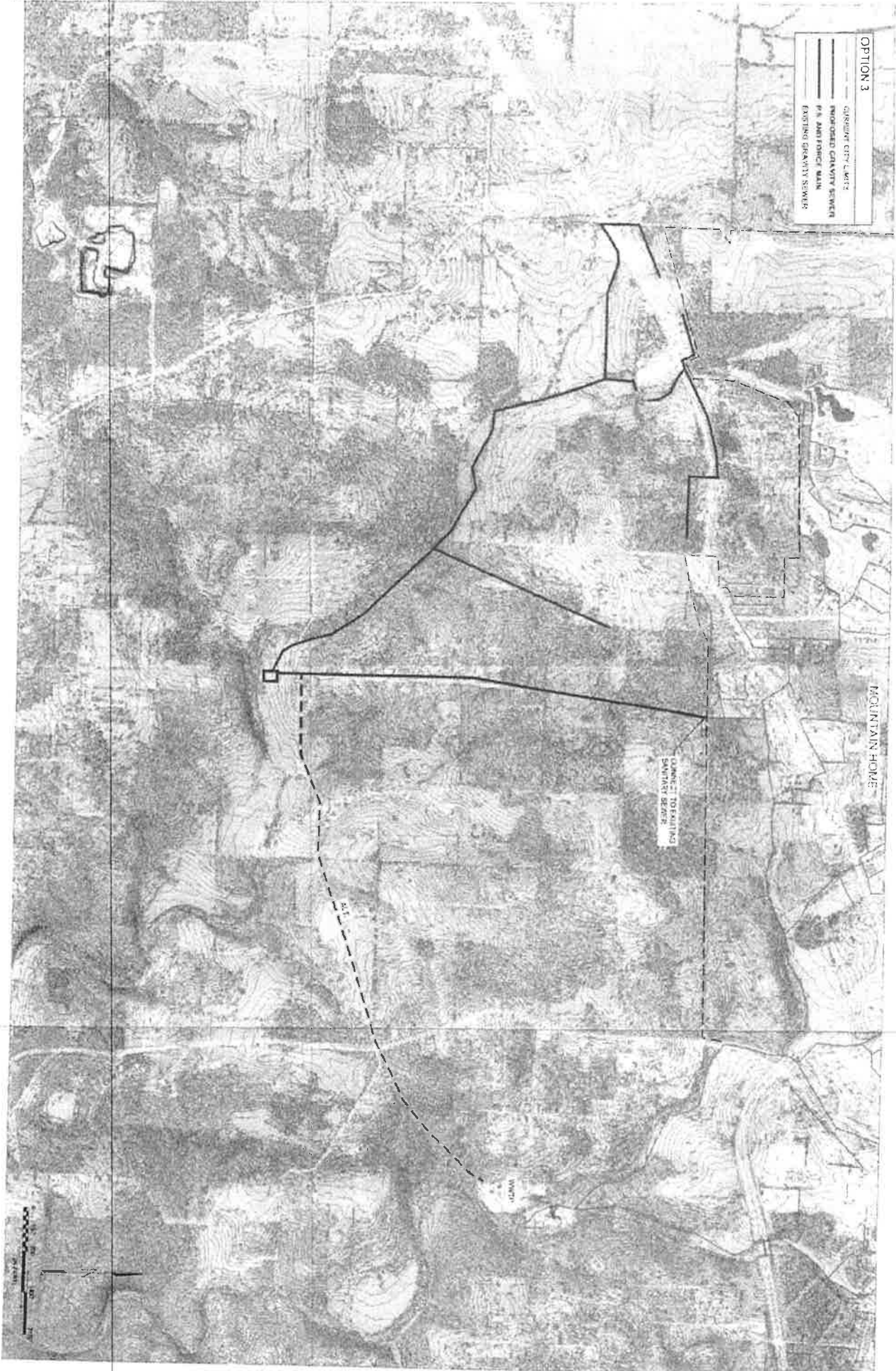
CONNECT TO EXISTING  
SANITARY DEVICE

MOUNTAIN HOME

WELL







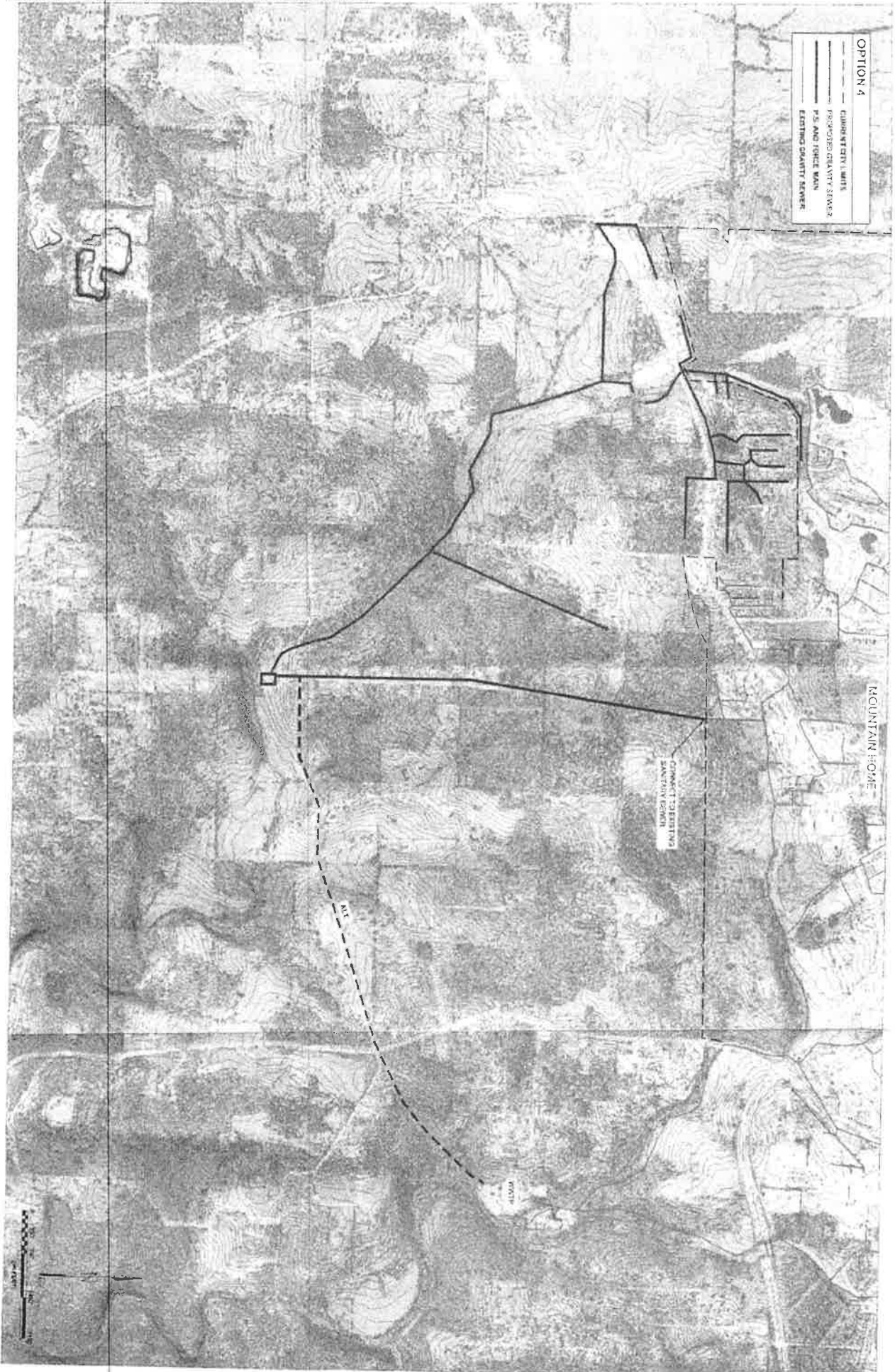
OPTION 3

- CONCRETE CITY LIMITS
- PROPOSED GRAVITY SEWER
- 16" AIR FORCE MAIN
- EXISTING GRAVITY SEWER

MOUNTAIN HOME

CONCRETE TO EXISTING  
GRAVITY SEWER





State of the City Address  
February 3, 2022

Introduction:

When I made the State of the City Address last year, I said we would not slow down and would continue to move forward in 2021. The City did just that. We continued to see growth throughout the City! I want to touch base on a few of the highlights before discussing the departments.

Special Election – Mountain Home Park Project: The proposed park project sales tax passed in 2021 and was put in place on July 1<sup>st</sup>. Bonds were secured and a construction manager hired soon thereafter. You will notice that upgrades are already taking place at Keller and Hickory Parks and will soon start at Clysta Willett.

Sales Tax Numbers: The sales tax continues to have rising numbers. City Sales Tax collected for 2021 was \$6,112,185.65 compared to \$5,451,913.87 collected in 2020. This is a 12.1108% increase for the year over 2020. County Sales Tax collected for 2021 was \$2,731,729.68 compared to \$2,408,432.05 collected in 2020 and is a 13.4236% increase. Public Safety Sales Tax collected for 2021 was \$2,292,069.63 compared to \$2,044,467.71 in 2020 and is a 12.1108% increase.

Park Improvement Sales Tax collected in 2021 was \$1,034,558.23 and Park Operation Sales Tax collected in 2021 was \$517,279.12.

Baxter Summer Concert Series - The Baxter Summer Concert Series at Hickory Park continues to be a success. The community has welcomed this event and we look forward to kicking off season three in May.

Hickory Park Grant: The City of Mountain Home was awarded a grant in the amount of \$225,000 from the Department of Parks, Heritage, and Tourism's Outdoor Recreation Grants for an inclusive playground. Inclusive playgrounds provide access and promotes inclusive play between children of all abilities and develops the entire community. Construction on that project has just began.

Coulter Celebration of Lights Mountain Home: The City of Mountain Home and ASUMH partnered to bring the community the Coulter Celebration of Lights on the campus of ASUMH. This light celebration was held between November 22<sup>nd</sup> – December 27<sup>th</sup>. This event turned out to be more than what we ever expected for the first year. There were over 7600 cars counted and over \$37,000 in donations received.

I want to thank the Mountain Home Parks and Recreation Department, the Street Department, the ASUMH Maintenance Crew and all of the volunteers that worked the gates and the sponsors with a special thank you to Dr. and Mrs. Ed Coulter, the A&P Commission for their sponsorships, and to the Mountain Home Chamber of Commerce for their assistance and promotion of this event.

**Department Updates:**

Street Department – Arnold Knox, Director

- **Completed Projects** – The Street Department completed several projects last year to include:

Burnett Drive – A complete rebuild of Burnett Drive behind the hospital began in November of 2019 and was completed in October of 2021. This two lane street has been reconstructed to three lanes from west of Long Street down to Buttercup Drive.

Gentry Street – Construction of Gentry Street was totally completed in May. Beginning at Coley Drive, new drainage culvert, curb and guttering, sidewalk and hot mix asphalt was put in up to Market Street, including a small spur between Market and Thorn Streets.

Medical Plaza - A complete rebuild of Medical Plaza from Hospital Drive to Buttercup Drive began June 21, 2020 and was completed June 1, 2021. The street was widened considerably to accommodate parking at the many offices on that street.

Market and Thorn Streets - Design work began on February 4, 2019 on the combined rebuild of Market and Thorn Streets. Construction began on North College Street and continued to Hwy 62. New asphalt finished up this project on May 26, 2021.

Spring Street – Design work began on August 27, 2019, for a complete rebuild to Spring Street. Construction began on May 26, 2021 and was finished on November 12, 2021.

Spring Mill Drive – Work began at Spring Mill Drive off of Highway 5 South on November 29, 2021 in order to complete a portion of the street and cul-de-sac that the contract was unable to do. The Street Department poured curb and gutter for the cul-de-sac, dug out that portion of the street, placed new base and finished with hot mix asphalt completing on December 14, 2021. All charges for this project will be reimbursed by the contractor.

Overlays – Streets and parking lot overlays that were completed include the municipal parking lot at 6<sup>th</sup> and Church Street, Buttercup Drive, Kentwood Drive, Pine Street, and Walnut Court; at the Village Green Subdivision, Fairway Drive, Eagle Drive, Putter Circle, Baffy Drive, Niblick Drive and Shadow Oaks Drive; Hallmark Circle, Mark Drive and Hall Court; Baer Street, Shay Street and Hampshire Circle, Courtney Street, Pebble Creek Drive and Cardinal Drive were all completed in 2021.

- Current Projects -

McCabe Park – In addition to the work that was previously completed at the park, most recently, The Street Department has constructed a 30 foot section of sidewalk at McCabe Park connecting to the new Sycamore Springs Senior Living complex. All charges for this will be reimbursed to the Street Department by Sycamore Springs Senior Living.

In addition to the ½ mile recreation trail that was built in 2020, this year a 2,505 foot mountain bike trail was completed.

New Fire Department – The Street Department began working at the new Fire Department location at the end of 2020 clearing trees and brush and crews continue to haul fill and rock to the site from various projects.

Cooper/Louann/Demetree - These streets are undergoing a complete rebuild with both construction crews working at this location.

General Maintenance – Throughout the year, the maintenance crew is patching potholes and crack sealing. The City's 23 traffic lights are regularly maintained including changing out the lights, cleaning the traffic light boxes, trimming trees and bushes from drainage ditches and keeping them clear of trash, sweeping streets and city parking lots, mowing right of ways, and when the winter weather hits, the crews are removing snow and ice from our city streets.

The Department of Corrections at Calico Rock provided inmates to assist in clearing various creeks and right of ways throughout the City to keep these areas from becoming overgrown. They worked at total of 17 hours for an average of 6 hours per day and supplied their own tools. Their meals were furnished for the days that they worked totaling \$3,550 which is approximately \$9.06 per day, per inmate and officer, which is a small price to pay for the work received. The City is always appreciative of the assistance from the Department of Corrections.

Water Department, Alma Clark, Director:



The Water Treatment Plant has an 8 million gallon per day pumping capacity and provides domestic water and fire service to about 7,500 residential, commercial and industrial customers. The City also supplies water to two public water authorities (Lakeview-Midway & Northeast) on a regular monthly basis. In 2021, the Water Plant pumped a total of 1,251,866,000 gallons of water into the distribution system. The plant operates 24 days a week, 24 hours a day.

The Wastewater Treatment Plant treated approximately 962,483,000 gallons of wastewater in 2021. This plant is also open 7 days a week, 24 hours a day.

The Water and Sewer Department maintains its own in-house water distribution and sewer collection construction crews and preventive maintenance cleaning crews. The crews continue to replace and upgrade the water and sewer lines to fit the needs of the City of Mountain Home. Last year the WATER construction crews upgraded and/or replaced a total of 15,440.51 feet of pipe, and the SEWER construction crews upgraded and/or replaced a total of 7,133.90 feet of pipe.

- Completed Water Projects:

Titpon Loop  
Springbranch Terrace  
Arkansas Avenue

- Completed Sewer Projects:

2<sup>nd</sup> & South Street  
6<sup>th</sup> & Church Street (Phase 1)  
Cardinal Street  
Baxter Avenue  
Buttercup Drive  
Arkansas Avenue  
Village Green

- Ongoing Projects –

WWTP upgrades are underway  
Dyer Street/2<sup>nd</sup> Street/3<sup>rd</sup> Street  
Hwy 5 N/Golden Mobile Home Park

Fire Department – Kris Quick, Fire Chief:

The Mountain Home Fire Department has 24 full time firefighters, 10 volunteer firefighters, and three full time administrative staff. The Department has two manned fire stations and one unmanned station. The City of Mountain Home has an ISO rating of 3 inside the city limits and a 4/10 rating in the Rural District.

The Mountain Home Fire Department responded to a total of 3200 incidents in 2021.

35	Fires
931	Rescue & Emergency Medical Services
24	Hazardous Condition (no fire)
449	Service Calls
63	Good Intent Calls
96	False Alarm
1	Severe Weather
5	Special Incident

Achievements: Sonny Sharp donated a piece of his family’s land along Hwy 62 East to the Mountain Home Fire Department in honor of his late parents William Elmer “Red” and Margaret Sharp. The Sharp Family Fire Station will replace Station 2 on Sunset Drive.

The Department received two new firefighters, Cameron Harris and Cole Ifland. Cameron started as a volunteer in November of 2019 and was promoted to full time in November of 2021. Cole started as a volunteer in August of 2021 and was promoted to full time in November of 2021. Both will be attending ASU for the EMT Emergency Medical certification and will be attending the Fire Academy.

Captain Pat Ryan was recognized for 30 years of service with the MHFD. Fire Marshal Gary Pyszka was recognized for 20 years of service with the MHFD. Firefighter/Emt, Jake Bickford was recognized for 10 years of service with the MHFD. We would like to thank each of these men for their dedicated service and jobs well done.

Fire Marshal – Shawn Lofton – Shawn Lofton took the place of former Fire Marshal, Gary Pyszka, who retired last year. Shawn has been with the MHFD since August of 2000. Fire Marshal Lofton was able to obtain all three levels of certification for fire inspectors before the end of 2021 and plans to pursue the Commission of Law Enforcement Standards and Training Certification.

Fire Prevention Activities – These activities were able to resume this year (did not have them in 2020 due to Covid). The tower truck was the focal point of the presentations. Nearly 1300

children from ages 3-8 received the Fire Safety message and handouts. The poster contest was held and Farmers and Merchants Bank generously donated gift bags and gift cards to the three finalists.

In the last four months, Fire Marshal Lofton has completed 229 annual inspections and 25 new business inspections among other duties.

Fire Hydrants – The firefighters inspected and tested a total of 1035 hydrants which took a total of 255 hours to complete.

Police Department – The Mountain Home Police Department provides our community with patrol, criminal investigations, and security details for events, parades, etc. It also provides our schools with resource officers. The Police Department responded to 14,022 calls in 2021.

The Police Department continues to take part in the Arkansas Law Enforcement Accreditation Program. The Department meets or exceeds the requirement established by the program. Through required periodic reviews positive trends are developing.

The Public Safety Tax provided three new Ford Explorer vehicles were purchased and equipped. This brings the total number of police vehicles purchased with the Public Safety Tax to twelve since it was passed. Additional items purchased with the tax include a Fingerprint scanner and printer, a new air conditioner/heat pump for the police department, updates to the speed trailers, tasers and training, and the Code Enforcement Comcate and ISOMS records management annual expense.

A vehicle was purchased for the Criminal Investigation Division from the sale of seized guns and drug money. Two additional vehicles currently in the fleet have been purchased through the same type of seizures in previous years.

Tenth Judicial District Court – Judge Chris Carter/Chief Clerk Debra Jeffrey:

District Court handled 1,559 city cases, 3,466 county cases, and 942 cases for other cities last year. There were 229 civil and small claim cases filed in 2021. There was \$841,332.08 distributed to various agencies in fines, costs, and restitution fees.

Mountain Home Parks and Recreation Dept/L.C. Sammons Youth Center – Billy D. Austin, Director/Kelly Lewis, Manager:

We are looking forward to Youth Recreational Sports starting soon at all parks.

Clysta Willett Park - There were 276 boys that signed up for the youth baseball 2021 season. This park received a new playground structure with a new sun shade. A

volunteer group completed construction on a bicycle dirt track/trail. Upgrades will continue this year through the park rehabilitation project.

Keller Park – There were 174 girls that signed up for the youth softball 2021 season. Currently, the fields are under construction receiving new turf and upgrades as part of the park rehabilitation project. This park also received new trees and shrubs for beautification. The City co-hosted the Forrest L. Wood High School Fastpitch Tournament, the 3A Regional Fastpitch Tournament, and the Girls 5A State Fastpitch Tournament.

Hickory Park – New playground equipment was installed and other equipment repaired and painted. Dirt work continues for beautification and assist with the prevention of erosion. Care Center Ministries extended the basketball court. Century Bank of the Ozarks also funded the installation of a flag pole at the Farmers and Merchant Stage.

The City was awarded a matching grant in the amount of \$225,000 from the Department of Parks, Heritage, and Tourism's Outdoor Recreation Grants for an inclusive playground at Hickory Park. Construction on that project just started.

Cooper Park - The dead trees were removed from Cooper and the landscaping refreshed. This park also co-hosted the Forrest Wood Baseball Tournament and the 3A Regional Baseball Tournament. American Legion baseball continues to be held at this park.

Pool - The pool deck was expanded and a new window was installed in the chemical room. A new sidewalk was added and expanded the old sidewalk. The pool opened on May 31<sup>st</sup> and closed on September 6, 2021.

McCabe Park- The 6<sup>th</sup> Annual Fishing Derby was held at McCabe Park. New park benches were added and a new fishing regulation sign was installed. McCabe Park continues to be a favorite for avid fisherman and people enjoy the walking trail or lunch under the pavilion.

Ray Stahl Soccer Complex – The fields continue to be maintained and overseeded to prepare for the soccer season.

Youth Center – The Youth Center continues to provide the after school and summer programs. They continue to partner with the Mountain Home Parks and Recreational Youth Baseball League, Girls Fastpitch League, as well as the Twin Lakes Soccer Association.

The Center also provides exercise classes and pickleball for seniors.

The Center continues to host an after school and summer program for No Kid Goes Hungry. Not only does the Youth Center have a great summer program, but they also provide academy camp which includes archery, cooking, and art classes.

Another successful event was the annual Drive Thru Trunk or Treat at the Youth Center with different businesses and organizations decorating their vehicles and passing out candy as trick or treaters drove through the park.

Building Inspection – Greg Ifland, Building Inspector: The building inspection handled 622 inspections last year. A total of 233 permits issued in 2021 including 11 commercial remodel/addition permits and 48 new residential construction permits for a total of \$100,137.48.

There was a total of 54 new business licenses issued and 1,187 existing business license renewals in 2021. The renewal of the existing business license and the new licenses issued totaled \$141,017.51 in revenue.

Mountain Home Cemetery: Improvements continue to be made to the cemetery and the grounds are maintained regularly. There are plots for sale for \$600 each. Those plots can be purchased at our office here in City Hall. If you have not taken the time to drive over to the cemetery, we encourage you to do so. We would like to thank the Cemetery Board (Marshella Norell, Chair) and the Cemetery Caretaker, Paul Norell, for their outstanding work in maintaining all aspects of the cemetery.

If anyone would like to learn more about any of these things, you can always give the mayor's office a call at 425-5116 or visit our new website [cityofmountainhome.com](http://cityofmountainhome.com).