



AGENDA

**MEETING OF THE MOUNTAIN HOME CITY COUNCIL
August 18, 2022. 6:00 P.M.
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING**

Pledge of Allegiance
Prayer
Roll Call
Minutes from the August 4, 2022 Council Meeting
Committee Reports
Announcements

NEW BUSINESS

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A SPARE RAS PUMP

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A SL-RAT PACKAGE SYSTEM
W/ACCESSORIES**

COPPER AND LEAD AGREEMENT

BUDGET ADJUSTMENTS

**AN ORDINANCE PROVIDING GUIDELINES AND PROCEDURES FOR SHORT-TERM RENTAL RESIDENTIAL GUEST HOUSE IN AREAS
ZONED R-1 AND R-2 WITHIN THE CITY OF MOUNTAIN HOME, ARKANSAS**

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

1. The Mountain Home City Council met in regular session August 4th, 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.
2. **ROLL CALL:** The following council members were present for the roll call: Susan Stockton, Jennifer Baker, Wayne Almond, Nick Reed, Paige Evans, Jim Bodenhamer, Carry Manuel, and Bob Van Haaren.
3. **OFFICIALS IN ATTENDANCE:** Mayor Hillrey Adams, Police Chief Eddie Griffin, Building Inspector Greg Ifland, City Clerk Brian Plumlee, City Attorney Roger Morgan, Fire Chief Kris Quick, Human Resource Sue Edwards, and Director of Finance and Treasury Alma Clark.
4. **MINUTES:** Councilwoman Baker made a motion to approve the council meeting minutes from July 21, 2022. The motion was seconded by Councilwoman Stockton. City Clerk Brian Plumlee recorded the following vote: 7 – yes : Reed, Bodenhamer, Evans, Baker, Almond, Stockton, and Manual ; 1 – abstain : Van Haaren.
5. **NEW BUSINESS:**

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF MOUNTAIN HOME, ARKANSAS AND FOR OTHER PURPOSES The City Attorney made a request to council to hold a public hearing on September 1st in council chambers at 5:45 p.m. Councilman Van Haaren made the motion to hold a public hearing on that date. Councilwoman Stockton seconded the motion. City Clerk Brian Plumlee recorded the following vote: all present – yes.

AN ORDINANCE AMENDING ORDINANCE NO. 2022-21 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. The City Attorney put the ordinance on first reading and read it in its entirety.

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

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

ADOPTION Councilman Almond made the motion to adopt the ordinance and it was seconded by Councilman Manual. The City recorded the following vote: all present – yes. The ordinance was declared adopted.

EMERGENCY CLAUSE Councilwoman Evans made a motion to pass the emergency clause. Councilman Almond seconded the motion. The City Clerk recorded the following vote: all present – yes.

AN ORDINANCE FOR ADOPTING AN UPDATED PERSONNEL POLICY HANDBOOK, AND, MATTERS AFFECTING THE STATUS OF EMPLOYEES OF THE CITY OF MOUNTAIN HOME; AS AMENDED AND ORIGINALLY ADOPTED BY ORDINANCE NO. 2006-16. The City Attorney put the ordinance on first reading and read it in its entirety.

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

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

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

EMERGENCY CLAUSE Councilwoman Baker made a motion to pass the emergency clause. Councilman Almond seconded the motion. The City Clerk recorded the following vote: all present – yes.

6. ADJOURN

With no further business to come before the council, Mayor Adams declared the meeting adjourned at 6:17 p.m.

HILLREY ADAMS, MAYOR

ATTEST:

BRIAN PLUMLEE, CITY CLERK

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF
A SPARE RAS PUMP.**

WHEREAS, the City of Mountain Home Wastewater Department is desirous of purchasing a spare RAS Pump.

WHEREAS, the RAS Pump 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 a spare RAS Pump for exchanging existing pumps that that may need repair at some point, this will allow the wastewater to plant to have uninterrupted operation without being out a portion being out of service until repair can be made.

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 a spare RAS Pump for a sum not to exceed \$40,000.00 (Forty thousand dollars) from Jack Tyler Engineering, Inc. and to be paid for from the W/S 2019 Bond Money acct# 1000-13088-00.

WHEREAS, the purchase of the spare RAS Pump 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 18th DAY OF AUGUST 2022.

Hillrey Adams, Mayor

ATTEST:

Brian A. Plumlee, City Clerk



JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

- TERMS/PAYMENTS:** Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.
- SHIPMENT:** The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.
- EXPIRATION:** Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.
- TAXES:** Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.
- RETURNS/REFUNDS:** Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.
- All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

***** A \$50.00 minimum order charge will apply *****

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

Quote



Jack Tyler Engineering, Incorporated
6301 S. University Avenue
Little Rock, AR 72209
(501) 562-2296 Phone
(501) 562-4273 Fax

Order Number: 0137086
 Order Date: 7/13/2022
 Quoted By: CGRAY
 Entered by: cory
 Salesperson: 0203
 Customer Number: 0005205
 Customer Fax: (870) 425-5139

Sold To:

City of Mountain Home
 Water & Sewer Dept
 752 N College
 Mountain Home, AR 72653
 Confirm To:
 TERRY

Ship To:

City of Mountain Home
 Wastewater Treatment Plant
 537 Hicks Road
 Mountain Home, AR 72653

Customer P.O.	Ship VIA	Freight	F.O.B.	Terms		
	SHIPPERS CHOICE	PREPAID		Net 15		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
REPLACEMENT OF FLYGT PUMP 3171.185-2030104						
0031711850315	EACH	1.00	0.00	0.00	38,800.00	38,800.00
NT613-10 25/460/3 50' FLS FV			Whse: 001			

NORMAL SHIPPING 14-16 WEEKS, ARO

Net Order: 38,800.00

Sales Tax is NOT included in quoted price

Thank you for the opportunity to quote on your requirements. If you have any questions, please do not hesitate to contact us. NOTE: This quotation expires 30 days from above date unless noted.

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF
A SL-RAT PACKAGE SYSTEM W/ACCESSORIES.**

WHEREAS, the City of Mountain Home Wastewater Department is desirous of purchasing a SL-RAT Package System W/Accessories.

WHEREAS, the SL-RAT Package System W/Accessories 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 a SL-RAT Package System W/Accessories for maintaining sewer lines within the city that may need repair. Purchasing this system will allow the wastewater department to efficiently check for blockages within sewer lines faster and more effectively.

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 a SL-RAT Package System W/Accessories for a sum not to exceed \$35,000.00 (Thirty-Five thousand dollars) from InfoSense, inc. and to be paid for from the Capital Outlay monies currently budgeted.

WHEREAS, the purchase of the SL-RAT Package System W/Accessories 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 18th DAY OF AUGUST 2022.

Hillrey Adams, Mayor

ATTEST:

Brian A. Plumlee, City Clerk



Sales Quote

Date: 08/08/22
Quote #: 2022-0808P2-GAC

Billing and Payment Address: 8116 South Tryon St, Suite B3-203, Charlotte, NC 28273

Prepared for:	Contact	Phone #	Fax #	Email
City of Mountain Home, AR	Hillrey Adams	870-425-5116		mayor@cityofmountainhome.com
Price List:	US Price List			
InfoSense Contacts	Job Title	Phone #	Fax #	Email
Alex Churchill	CEO	(877) 747-3245 x3	(704) 930-0145	achurchill@infosense.com
Terms and Conditions	All shipments are ARO, and subject to final verification upon receipt of order. All items will be shipped UPS ground unless otherwise specified. Please indicate whether partial shipment is acceptable. Shipping charges are Pre-Paid. An electronic copy of this quote may be provided for your convenience. InfoSense retains an original copy of all quotes and will consider the original to be the governing document.			
Shipment Terms:	FOB Your Dock			
Credit Terms:	Net 30			
Effective From:	08/08/22			
Valid Through:	10/07/22			

Line#	Part Number	Description	Qty.	Unit of Measure	Price	Net Price	Extended	Price
1		SL-RAT Standard Package*	1	ea	\$ 26,500.00	\$ 26,500.00	\$	26,500.00
2		2nd Battery Charger (Optional)	1	ea	\$ 185.00	\$ 185.00	\$	185.00
3		Safety Yellow Foam Frame Cushion (Optional)	1	set	\$ 220.00	\$ 220.00	\$	220.00
4		1/2 Day Training (Optional)****	1	ea	\$ 975.00	\$ 975.00	\$	975.00
5		Shipping & Handling**	1	ea	\$ 445.00	\$ 445.00	\$	445.00

*Price includes storage bag, one battery charger, one-year limited warranty, and license for the SL-DOG** web portal software valid for one year from the date of purchase. Annual subscription to the SL-DOG software can be renewed at \$995 for the first year for one SL-RAT and \$450 more for each additional unit thereafter.

**Shipping & Handling/Insurance via UPS Ground Service. Excludes any additional applicable taxes, duties, or other government charges.

****As an alternative to an in-person training, we have a virtual training option for \$675.

InfoSense is currently an approved vendor on BuyBoard, COSTARS, and TAUD. Please email crupe@infosense.com for more information.

SL-DOG software consists of three components:

- (1) A local client runs on a PC. It downloads the SL-RAT data from the device and is provided at no charge.
- (2) A cloud-based web portal set up for each customer that can assist with the management of SL-RAT data. It includes the ability to edit measurement data, add manhole ID's, add comments, manage data quality, review productivity and export the SL-RAT data in a variety of formats including Google Earth "kml", ArcGIS "SHP", Acrobat "pdf", and Excel or "csv".
- (3) A mobile APP for iOS and Android that can integrate with enterprise systems as well as enable entering notes and asset ID's in the field while conducting acoustic assessments.

Comments: (All returned or exchanged items are subject to 25% restocking fee.)

Visit our website: www.infosense.com

PAST WINNER WEF INNOVATIVE TECHNOLOGY AWARD

Grand Total \$28,325.00

Form Revision Date 02.02.22

+ 2,797.09

\$ 31,112.09



**Agreement
For
Professional Services
City of Mountain Home, Arkansas
Project No. 22W01382**



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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 prepare for compliance with the Environmental Protection Agency Lead and Copper Rule Revisions within the service area of the City of Mountain Home (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. 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.

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

12. MISCELLANEOUS

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



be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

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

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

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

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services:

1.1.1 Background

Garver will assist the Owner Home with preparations for compliance with the Lead and Copper Rule Revisions (LCRR). These services will be phased based on the regulatory time-frame, i.e., the LCRR compliance date of October 16, 2024, and to the regulatory changes introduced by the Lead and Copper Rule Improvements (LCRI), which is currently in development.

Generally, Garver will provide technical guidance to the Owner related to:

- Developing a service line inventory
- Service Line Inventory Physical Inspection
- Assessing water quality
- Identifying funding opportunities and preparing funding applications
- Updating sampling plans and protocols
- Developing a new lead service line replacement plan
- Budgeting for LCRR and LCRI costs
- Developing public outreach materials

1.1.2 Scope of Work

The following scope of work describes the services to be provided.

A. Task 1 – Project Management

This task will include Project Administration and Management to include:

1. Coordination with team members and Owners staff.
2. Conduct internal reviews of deliverables.
3. Provide and coordinate project planning and scheduling tasks of the project.
4. Submit monthly invoices to the Owner.
5. Engineer will develop a Project Management Plan (PMP) and Quality Control Plan (QCP) for the project.

B. Task 2 - Initial Service Line Inventory Assistance

1. Two Garver staff members will attend one in-person kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule.
2. Garver will work with the Owner to identify existing records available for use in the service line inventory. Relevant records include installation dates for service lines, previous service line inventories, tap cards and other inspection reports indicating service line material composition, line maintenance and repair information, service or maintenance records, standard operating procedures, engineering, or construction plans or maps, construction permits, local and county planning and zoning records, and plumbing codes.
3. The Owner will provide existing records to Garver in a digital format, such as Microsoft Excel files, GIS shapefiles, or PDF files.



4. Garver will use the water meter shapefile that is being developed as part of the Water Master Plan project as the backbone for the Owner's service line inventory.
5. Garver will review the records provided by the Owner and populate the water meter shapefile with information that is required by the LCRR and *non-mandatory* information that will facilitate development of future sampling plans: service line or meter identifier, service line or meter location, service line material classifications for the Owner and privately-owned portions of the service line, material identification method, service line size, type of building served, presence of lead connectors, presence of lead solder.
6. Garver will facilitate one (1) virtual workshop with Owner's staff to discuss the inventory and the number and locations of service lines that could not be identified based on historical data. Garver will develop a strategy for identifying the "lead status unknown" service line materials and completing the inventory. Following the workshop, Garver will provide the Owner with a copy of the GIS shapefile and a written summary of the status of the inventory and the recommended path forward for completion.

Deliverables: Service line inventory shapefile, service line inventory summary technical memorandum (TM).

C. Task 3 - Physical Inspection Assistance for Service Line Inventory

A number of service lines will be classified as "lead status unknown" under Task 1. Physical inspections of a subset of lead status unknown lines will be used to identify individual service line materials and assign probable classifications to similar service lines.

1. Garver will provide initial field supervision of the Owner's utility location field crew for up to 40 hours. Horizontal locations for the test holes will be identified and collected by the Owner. Test holes will be prioritized outside of paved areas where possible and all test hole backfill, and restoration will be provided by the Owner. Garver will survey Location and documentation of material type of each water service line uncovered will be by the Owner. The initial estimation of test holes to be completed is 400.
2. Garver will provide a data collection template for Owner staff to implement during routine maintenance activities and meter readings to identify additional service line materials. The template will be suitable for data collection on a mobile device (e.g., smartphone or tablet). Garver will review collected data on a monthly basis for up to six months.
3. Garver will update the service line inventory summary TM developed in Task 2 to reflect the status at the inventory at the end of Task 3.

Deliverables: Updated service line inventory shapefile, updated service line inventory summary technical memorandum (TM).



D. Task 4 – Water Quality Assessment

Lead can leach from premise plumbing that is outside the Owner's control. A desktop water quality evaluation will be done to identify conditions that may be conducive to lead release as well as steps that the Owner can take to increase the chemical stability of their water.

4. Garver will prepare a data request document and submit to the Owner including:
 - a. Water quality data from the Owner's entry points and distribution system from the last 10 years, including data from:
 - i. Lead and copper sampling
 - ii. Disinfectant residual monitoring throughout the distribution system
 - iii. pH, alkalinity, metals, and minerals monitoring at entry points and throughout the distribution system as available.
 - b. Historical customer complaint records related to water quality (e.g., discolored water, taste, odor)
 - c. Locations and tier classifications of existing lead and copper sampling sites
 - d. Locations of existing schools and licensed child-care facilities
5. Garver will review the historical water quality information received from the Owner to identify the need for additional testing or potential improvements to minimize lead and copper solubility. Garver will document these results in a TM and submit it to the Owner in draft form.
6. Garver will facilitate one (1) virtual workshop, attended by two Garver staff members, to discuss the water quality assessment and receive feedback from the Owner on the Draft TM. Garver will then finalize the TM based on comments from the Owner.

Deliverables: Data Request, Draft and Final Water Quality Assessment TM

E. Task 5 – Sampling Plans and Protocols

The LCRR includes a new tap sampling site tier structure, new requirements for sampling at schools and licensed child-care facilities, and new requirements for sampling protocols for both types of sampling.

1. Garver will update the Owner's existing list of tap sampling sites and tap sampling protocols. Updates will be based on the Owner's service line inventory, requirements of the LCRR, and proposed or final LCRI, if available.
2. Garver will review the Owner's planned approach for developing and maintaining a list of schools and licensed child-care facilities and provide comments.
3. Garver will develop sampling protocols for implementation at schools and licensed child-care facilities in accordance with the requirements of the LCRR, and proposed or final LCRI, if available. Sampling protocols will include the number of samples required per facility and flow charts for selecting sampling points within each type of facility.
4. Garver will facilitate one (1) virtual workshop, attended by two Garver staff members, to provide updates on Garver-led tasks and any regulatory developments and receive status updates on Owner-led tasks.



5. Garver will provide Owner staff training for implementation of the new plans and protocols.

Deliverables: Draft and Final Updated list of tap sampling sites, Draft and Final tap sampling protocol, comments on the Owner's approach to developing and maintaining a list of schools and licensed child-care facilities, Draft and Final sampling protocol for schools and licensed child-care facilities

F. Task 6 – Lead Service Line Replacement Plan Development

The LCRR requires all water systems with service lines classified as lead, galvanized requiring replacement, or lead status unknown to develop lead service line replacement plans.

1. Garver will review the Owner's existing LSL replacement plan and update it as needed for compliance with the LCRR or, if available, the LCRI.
2. Garver will facilitate one (1) virtual workshop to provide updates on Garver-led tasks and any regulatory developments and receive status updates on Owner -led tasks.

Deliverables: Review comments, Draft and Final updated LSL Replacement Plan

G. Task 7 – Budgeting for LCRR and LCRI Costs

1. Garver will assist the Owner in identifying items related to LCRR, and, if available, LCRI compliance, which should be included in the Owner's operating budget.
2. Garver will review the Owner's proposed LCRR/LCRI budget and provide comments.
3. Garver will facilitate one (1) virtual workshop to provide updates on Garver-led tasks and any regulatory developments and receive status updates on Owner -led tasks.

Deliverables: List of proposed budget items, review comments on proposed budget

H. Task 8 – Funding Assistance

1. Garver will assist the Owner in identifying grants and loans available for projects associated with the LCRR, such as lead service line replacement projects or addressing lead in schools and child-care facilities.
2. Garver will prepare a data request document for information needed to complete funding applications and submit to the Owner including:
 - a. System maps
 - b. Reports
 - c. Financial data
 - d. Budget-level cost estimates
 - e. Project information
3. Garver will coordinate with the Owner and the funding agency (e.g., the Arkansas Department of Agriculture Natural Resources Division, Arkansas Economic Development Commission) as necessary. Garver will send the draft funding application



to the OWNER for review before submitting to the funding agency.

4. Garver will facilitate one (1) virtual workshop to provide updates on Garver-led tasks and any regulatory developments and receive status updates on Owner -led tasks.

Deliverables: Data Request, Draft and Final Funding Application

I. Task 9 –Communications Materials

1. Garver will review the Owner's existing communications materials related to LCR compliance and identify updates or additional materials needed for LCRR, and, if available, LCRI compliance.
2. Garver will review communications materials developed by the Owner or the Owner's outside communications firm for LCRR, and, if available, LCRI, compliance.
3. Garver will facilitate one (1) virtual workshop to provide updates on Garver-led tasks and any regulatory developments and receive status updates on OWNER-led tasks.
4. Garver will facilitate one (1) virtual staff training session on communications materials and delivery schedules.

Deliverables: Review comments on existing LCR materials, review comments on newly developed communications materials

J. Extra Work

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

1. Updates in response to regulatory changes introduced by the Lead and Copper Rule Improvements (LCRI) that are released after submission of draft deliverables above..
2. Reviews of the Owner -led service line inventory updates in addition to those listed herein.
3. Sampling or water quality analyses.
4. Development of a list of schools and licensed child-care facilities.
5. Estimation of labor costs for Owner staff.
6. Design services of any kind.
7. Submittals or deliverables in addition to those listed herein.
8. Field services beyond those listed herein.



K. Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of the Notice to Proceed and it is anticipated that each Task shall take the calendar days listed in the schedule below. Each task 2 through 9 will have Owner -developed documents that Garver is to review.

Task Description	Calendar Days
Task 1 – Project Management	630 days
Task 2 – Service Line Inventory Assistance	210 days
Task 3 – Physical Inspection Assistance for Service Line Inventory	180 days
Task 4 – Water Quality Assessment	75 days
Task 5 – Sampling Plans and Protocols	60 days
Task 6 – Lead Service Line Replacement Plan Development	60 days
Task 7 – Budgeting for LCRR and LCRI Costs	45 days
Task 8 – Funding Assistance	75 days
Task 9 – Review of Communications Materials	60 days

Note: for planning purposes, 14 calendar days are assumed for a complete Owner response to a data request or comments related to a DRAFT submittal.

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.



- 1.1.3 In addition to those obligations set forth in the Agreement, Owner shall:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - vi. Pay all plan review and advertising costs in connection with the project.
 - vii. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - viii. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$70,372.00	LUMP SUM
Initial Service Line Inventory Assistance	\$39,712.00	LUMP SUM
Physical Inspection Assistance for Service Line Inventory	\$17,172.00	LUMP SUM
Water Quality Assessment	\$21,889.00	LUMP SUM
Sampling Plans and Protocols	\$24,760.00	LUMP SUM
Lead Service Line Replacement Plan Development	\$12,036.00	LUMP SUM
Budgeting For LCRR and LCRI Costs	\$18,230.00	LUMP SUM
Funding Assistance	\$29,235.00	LUMP SUM
Communications Materials	\$20,366.00	LUMP SUM
TOTAL FEE	\$253,772.00	

The lump sum amount to be paid under this Agreement is \$253,772.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

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:

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



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Mountain Home
Project No. 22W01382

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Mountain Home ("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.

City of Mountain Home

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

BUDGET ADJUSTMENTS 08/24/2022

Name	Line Item Number	Amount to Move to	Amount to Move
ADMINISTRATION - GENERAL FUND			
DONATIONS - MAYOR ADMIN FUND -REV	101-5101-73406	-\$6.77	
DONATIONS - MAYOR ADMIN FUND -PUR	101-5101-73407		
TOTALS		-\$6.77	
POLICE DEPARTMENT -			
DONATIONS - CURRENT REVENUE	101-5104-73403	-\$7.15	
DONATIONS - PURCHASES	101-5104-73400		
TOTALS		-\$7.15	
YOUTH CENTER			
DONATIONS - REVENUE	101-5106-73402	-\$14.87	
DONATIONS - PURCHASES	101-5106-73400		
TOTALS		-\$14.87	\$
PARKS DEPARTMENT			
DONATIONS - REVENUE	101-5107-73405	-\$13.96	
DONATIONS - PURCHASES			
TOTALS		-\$13.96	\$

ORDINANCE

NO. _____

AN ORDINANCE PROVIDING GUIDELINES AND PROCEDURES FOR SHORT-TERM RENTAL RESIDENTIAL GUEST HOUSE IN AREAS ZONED R-1 AND R-2 WITHIN THE CITY OF MOUNTAIN HOME, ARKANSAS.

WHEREAS, short-term residential guest houses are gaining popularity and provide economic opportunities within the City of Mountain Home, Arkansas; and

WHEREAS, the placement of such short-term rentals within areas zoned R-1 and R-2 require guidelines and permit procedures to protect and benefit the inhabitants within R-1 and R-2 zoning classifications.

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

Section 1: It shall be unlawful for any person or entity to operate a short-term residential guest house within R-1 and R-2 zones of the City of Mountain Home, Arkansas, without first obtaining a permit from the City. As used herein, the term short-term residential guest house shall be defined as follows:

A. A home permanently attached to a solid foundation. No mobile homes will be considered.

B. Square footage equivalent to a two-bedroom, two-bathroom home with full kitchen, dining space and living room space no less than 1200 square feet of heated space.

C. In good repair: exterior surfaces painted, siding, without obvious blemishes, roof, windows, screens, doors, garage/carport, yard free of debris; driveway/parking adequate for the number of guests.

D. A minimum of two nights rental shall be required to qualify as a short-term residential guest house. However, the term shall not include long-term, month-to-month or similar residential rentals which have traditionally been utilized in R-1 or R-2 zoned areas. Furthermore, the terms and conditions of this Ordinance shall not apply to a home where the owner with a majority interest, or an owner holding an equal shared interest if no owner owns a greater interest, occupies a home as his or her principal residence and offers the home, or portion thereof, for occupancy of others for a period of not less than 30 days, and is present during the occupancy of the guest(s).

Section 2: All short-term residential guest houses, in order to obtain a permit from the City, shall meet the following requirements, to wit:

A. The GUEST HOUSE operator shall provide 24-hour contact information to the City of Mountain Home.

B. The GUEST HOUSE operator shall provide the names and contact information of all of the principals who have an interest in the property.

C. The GUEST HOUSE operator shall use the City permit number on all listings with third parties, such as Airbnb, FlipKey or VRBO.

D. The GUEST HOUSE cannot be used for any commercial parties or event parties, such as weddings or showers, but would not prevent a guest from using the short-term rental to entertain during their stay.

E. All abutting neighbors shall be notified of short-term rental. In addition, not less than one time per month, the City Clerk, or his or her designee, shall issue a press release which details the short term rental permits issued within the past month including the physical address of any short term rental.

F. The homeowner must show compliance with State, County and municipal tax requirements, and will obtain and maintain annually a business license through the Mountain Home City Office prior to operation.

G. Any other State requirements for rental properties must be in compliance including the collection of all appropriate taxes, i.e.: State, County, Municipal and Tourism taxes.

H. Parking for guests to be provided onsite. Vehicles, boats, trailers and other items must not park in ditches along the street or on lawns and should not exceed the normal use of the neighborhood in which the short-term rental is located.

I. Occupation of the GUEST HOUSE will not exceed a number appropriate to the size of the home. For example: a three-bedroom two-bath home should not be occupied by more than six adult guests. Minor children may be additional guests without exceeding occupation limits.

J. A pet policy shall be established by the homeowner and must comply with local ordinances and leash laws and not create a disturbance for adjacent homeowners.

K. Prior to issuance of the initial permit, the property owner shall first submit to inspection by the City, the chief building official and/or fire chief or their

designees to ensure compliance with all City Codes. Thereafter, the GUEST HOUSE operator shall have an annual fire inspection and include the following safety devices: fire extinguisher, smoke detector, carbon monoxide detector. The guest house operator shall follow all State, County and City fire codes.

L. No permit issued pursuant to the terms of this Ordinance shall be transferable to any other person or location.

Section 3: Upon compliance with the terms and conditions of this Ordinance, Residential Guest House permit shall be issued to the owner of the property by the City of Mountain Home. The City shall charge \$100 per house per year for the permit. Any permits issued during any part of any calendar year must be renewed the succeeding year. Annual license fees are due on January 1st. A 10% late fee shall be assessed on February 1st. A 30% late fee shall be assessed on March 1st. Any permit not renewed prior to April 1st of each year shall be deemed to have lapsed.

Mountain Home City officials may revoke the RESIDENTIAL GUEST HOUSE permit if there are valid complaints from adjacent neighbors that are not corrected in a timely manner (no longer than 30 days from the properly completed complaint process). These complaints will be made in the form of a written document from the concerned citizen(s) with specific details of date, time, and issue(s) and presented to the Planning and Zoning Commission of Mountain Home. (Form to be included in application packet.)

If Zoning officials determine this to be a valid complaint, then a written correction plan with dates to verify resolution of the problem(s) from the homeowner will be required. Failure to respond or resolve a valid complaint will result in a revocation of the permit with notice to the property owner to cease rentals until resolved. A renewal fee of \$50 will be required to reestablish rental operations, and all records of the event will be kept on file at City Offices. If, and when, three (3) separate violations occur, the short-term rental permit will be revoked permanently.

Section 4: A RESIDENTIAL GUEST HOUSE in a R-1 or R-2 zone may be advertised for short-term rental via internet sites such as Homeaway, Airbnb, VRBO, FlipKey and in tourism magazines or other printed material, but NO ADVERTISING SIGNAGE shall be allowed on the property or streets in the City of Mountain Home. A guest house may have a small sign attached to the entrance to identify a special name, i.e.: "Honeysuckle House," but these signs may not be separate from the home but must be attached to the home proper.

Section 5: A GUEST HOUSE owner shall require the renters to sign a CONTRACTURAL AGREEMENT which will be maintained in the property owner's possession and will be available for review should questions arise by City officials.

Section 6: The aggregate number of short term residential guest house permits situated within a residentially zones area of Mountain Home, AR shall not exceed _____ per calendar year. The renewal of existing permits shall be given priority over initial permit applications for new short term residential guest house permits.

Section 7: Any violations of the terms and conditions of this Ordinance shall be subject to a fine ranging from \$0 to \$500 with each day of violation being deemed a separate offense. Furthermore, the failure to comply with the terms and conditions of this Ordinance shall result in the revocation of the Residential Guest House permit after any notices and hearings required by law. Violations of this Ordinance shall be treated as a strict liability offense regardless of intent.

PASSED AND APPROVED this ____ day of _____, 2021.

MAYOR

ATTEST:

RECORDER



NATURAL RESOURCES
DIVISION

Retail Water Provider Board Training

Act 605 of 2021

Act 605 of 2021 tasked retail water providers with additional responsibilities in managing and operating their water systems with some exceptions. All members of a retail water provider governing board must complete eight hours of training. The training must be completed within one year of becoming a board member. A member with 10 years or more service on the governing board is exempt from training. The Arkansas Environmental Training Academy, a division of SAU Tech, has partnered with the Arkansas Department of Agriculture's Natural Resources Division to provide this training.

There is **NO FEE** for Retail Water Provider Board Members to attend this training.

To register for a class contact Kassondra Ivie kivie@sautech.edu or call (870) 574-4550 to register for in-person, internet, or zoom classes. For Internet classes please go to the AETA Water Training webpage www.sautech.edu/aeta/aeta-class-schedule-water/ and select the course you wish to attend.

Please see the table below for training dates and locations.

Dates and Locations for 605 Board Training

Date	Location	Seating Capacity
July 6, 2022	Springdale	25
July 19, 2022	Ft. Smith	50
July 25, 2022	Maumelle	40
July 18-21, 2022	Internet	N/A
August 1-14, 2022	Internet	N/A
August 15-28, 2022	Internet	N/A
August 15, 2022	Camden/Zoom	50
August 9, 2022	Springdale	25
August 23, 2022	Jonesboro	30
August 24, 2022	Mt. Home	TBD
August 29 - September 11, 2022	Internet	N/A
September 9, 2022	Ft. Smith	50
September 12-25, 2022	Internet	N/A
September 13, 2022	Camden/Zoom	50
September 14, 2022	McGehee	TBD
September 15, 2022	Texarkana	40
September 29, 2022	Clarksville	40
October 3-16, 2022	Internet	N/A
October 6, 2022	Ft. Smith	50
October 17-30, 2022	Internet	N/A
October 21, 2022	Hot Springs	25
October 17-30, 2022	Internet	N/A
October 31 - November 13, 2022	Internet	N/A
November 1, 2022	Camden/Zoom	50
November 14-27, 2022	Internet	N/A
November 15, 2022	Springdale	25
November 28 - December 11, 2022	Internet	N/A
December 5, 2022	Internet	N/A
December 9, 2022	Camden/Zoom	50

8 - 4:30
Police Dept