



AGENDA

MEETING OF THE MOUNTAIN HOME CITY COUNCIL
JANUARY 19, 2023 @ 6 P.M.
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING

Pledge of Allegiance
Prayer
Roll call
Minutes from January 5, 2023, Council meeting
Committee reports
Bank reconciliations
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 COMMERCIAL C-2A, presented by Ted Sanders

AN ORDINANCE REGULATING NOISE WITHIN THE CITY OF MOUNTAIN HOME – Third reading

A RESOLUTION AMENDING THE 2023 ADOPTED BUDGET FOR THE PURPOSE OF RECEIVING AND EXPENDING THE \$5,000 STIPEND FOR ELIGIBLE FULL-TIME LAW ENFORCEMENT OFFICERS, presented by Alma Clark

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT CITY OF MOUNTAIN HOME PROJECT NO. 20W01380, AMENDMENT NO. 2 – Services for water intake, transmission main and water treatment plant project for \$106,000, presented by Alma Clark

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT CITY OF MOUNTAIN HOME, ARKANSAS PROJECT NO. 22W01381, AMENDMENT NO. 1 – Additional wastewater treatment plant work for \$1,958,000, presented by Alma Clark

REQUEST AUTHORIZATION TO ENTER LOAN AGREEMENT WITH ARKANSAS NATURAL RESOURCES COUNCIL FOR WASTEWATER TREATMENT PLANT UPGRADES-PHASE II PROJECT COST FOR AN ADDITIONAL \$7 MILLION, presented by Alma Clark

PROPOSAL FOR BID REVIEW AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MOUNTAIN HOME WAYFINDING PROGRAM, presented by Arnold Knox

COMMENTS

ADJOURN

Respectfully submitted,
Scott Liles, City Clerk

MINUTES
REGULAR CITY COUNCIL MEETING – January 5, 2023

1. The Mountain Home City Council met in regular session January 5th, 2023, in the Council Chambers of the Municipal Building. Mayor Hillrey Adams called the meeting to order at 6 p.m., followed by the Pledge of Allegiance and a prayer.
2. District Judge Jodi Carney swore in the following Council members for their 2023-2024 terms: Bob Van Haaren, Susan Stockton, Jennifer Baker, Wayne Almond, Paige Evans, Carry Manuel, Jim Bodenhamer and Nick Reed. Roger Morgan was also sworn back in as city attorney at this time.
3. **ROLL CALL** The following council members were present for the roll call: Bob Van Haaren, Susan Stockton, Jennifer Baker, Wayne Almond, Paige Evans, Carry Manuel, Jim Bodenhamer and Nick Reed.
4. **OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Clerk Scott Liles, Police Chief Eddie Griffin, Director of Finance and Treasury Alma Clark, Building Inspector Greg Ifland and Fire Chief Kris Quick. Media in attendance: Heather Link (KTLO) and Chris Fulton (Mountain Home Observer).
5. **MINUTES** Council member Jennifer Baker made a motion to approve the minutes from December 15th, 2022, meeting. The motion was seconded by council member Susan Stockton. The vote was recorded as follows: All present – yes.
6. **NEW BUSINESS**

A RESOLUTION SETTING FORTH ORGANIZATION FOR THE CITY OF MOUNTAIN HOME, ARKANSAS This resolution establishes the meeting times, location, and organizational structure for City Council meetings for 2023. The vote recorded was as follows: All present – yes. The resolution was declared passed and adopted as Resolution 2023-1.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, PROJECT No. 21W01384 This item was presented by Garver engineer Kirby Rowland and addressed the city's planned southwest sewer expansion. The vote recorded was as follows: All present – yes.

RESOLUTION OPPOSING THE SALE OF THE NABORS LANDFILL Community members Dr. Rob Connors and Steve Blumreich addressed the Council about the possible sale of the shuttered NABORS landfill, and the potential environmental impacts that were possible from the landfill's reopening. The vote recorded was as follows: All present – yes. The resolution was declared passed and adopted as Resolution 2023-2.

CITY COUNCIL COMMITTEE ASSIGNMENTS Council members received their committee assignments for the current two-year term. Those assignments include Wayne Almond, Bob Van Haaren, Carry Manuel and Jim Bodenhamer on the Public Safety Committee; Susan Stockton, Wayne Almond, Nick Reed and Paige Evans on the Parks & Recreation Committee; Paige Evans, Jim Bodenhamer, Jennifer Baker and Susan Stockton on the Street Committee; Jennifer Baker, Nick Reed, Bob Van Haaren and Paige Evans on the Water/Sewer Committee; and Carry Manuel, Jennifer Baker, Wayne Almond and Jim Bodenhamer on the Personnel Committee.

APPOINTMENT OF TWO COUNCIL MEMBERS TO A&P COMMISSION Council was also required to select two Council members to serve on the city's Advertising & Promotion Commission. Council member Jennifer Baker made the motion to appoint Bob Van Haaren and Susan Stockton to the A&P Committee, and the motion was seconded by Jim Bodenhamer. The vote recorded was as follows: All present – yes.

AN ORDINANCE REGULATING NOISE WITHIN THE CITY OF MOUNTAIN HOME The proposed ordinance was placed on its second reading. Stricken from the ordinance was the following phrase found in Section 4 (A): "Except between the hours of 10:00 p.m. and 1:00 a.m., a complaint under this section must be brought by a property owner or leaseholder affected by excessive noise on their property." After some discussion, City Attorney Roger Morgan said he would add a line exempting the use of electrical generators in emergency situations, as well as their use in daily business.

MAYORAL APPOINTMENT TO THE ADVERTISING & PROMOTION COMMISSION Mayor Hillrey Adams announced that he would like to appoint Russell Tucker to fill the at-large seat recently vacated by Richard Hansen. Council member Bob Van Haaren made the motion to approve the appointment and was seconded by Council member Susan Stockton. The vote recorded was as follows: All present – yes.

7. ADJOURN

With no further business to come before the council, Mayor Adams declared the meeting adjourned at 6:43 p.m.

HILLREY ADAMS, MAYOR

ATTEST:

SCOTT LILES, CITY CLERK

Meeting was held on January 5, 2023 in the Council Chambers and was called to order at 4:45

Those present were: Mayor Adams

Jennifer Baker

Committee Members: Wayne Almond

Paige Evans

Nick Reed

Susan Stockton

Attached is the agenda presented by Director Baxley.

Additional information on registration for Spring Sports (softball, baseball and soccer) is that February 13th will be the deadline to sign up and there will be a \$15.00 late fee to help cover shipping charges on late tee shirt orders.

On the maintenance department restructuring, Rosie Harris will be promoted to Grounds Supervisor and Darryl Cheek will be promoted to Building Supervisor. Also, Allison Parks has been hired as the Office Manager for the Youth Center.

There was a group of people that attended the meeting that wanted to know what was going to be done about the tennis courts at Cooper Park. They stated that the courts were in terrible shape and needed a lot of repair or replaced. Director Baxley said that he would be applying for a reconstruction grant for up to \$80,000.00 towards the end of the year. They felt that some of the money from the bond issue was supposed to go towards the tennis courts. Director Baxley was not sure about that but said he would check into it.

Director Baxley will be out of town for the regular scheduled meeting in March so it has been rescheduled to February 23rd for now.

Mayor Adams gave a quick update on the park projects and the meetings was adjourned at 5:35 p.m.

WA

January 5th, 2023

Parks Committee Meeting Agenda

- Registration Deadline Policy for Spring Sports-
- Maintenance Dept Restructure-
- Office Manager Position Filled-
- March Meeting Reschedule- 2/23/2023 or 3/9/2023-
- Upcoming programs/Events-
- Project Update- Mayor Adams.

Mountain Home Parks and Recreation

1101 Spring Street
Mountain Home, AR 72653

TELEPHONE 870-424-9311
FAX: 870-424-7282
E-MAIL: dbaxley@cityofmountainhome.com

January 5th, 2023

Parks and Recreation City Council Committee Meeting

During the month of December, L.C. Sammons Youth Center had a total usage of 1466 utilize the facility. The Youth Center also held 7 birthday parties which brought in roughly 200 people for the party time slots.

December 5th and 21st, the Youth Center was rented for indoor soccer practice by 2 teams. On December 19th, Ozark Football Cheer Awards took place in the Youth Center to celebrate their successful season.

On December 20th, MHPR Staff joined the students and faculty of Guy Berry College and Career Academy at McCabe Park to introduce a duck house built by students of GBCCA.

Ongoing activities:

- L.C. Sammons Youth Center After-School Programming
- Membership Renewals
- Senior Exercise
- Pickleball
- MH Cornhole
- Christmas Light storage

Upcoming Events:

- MHPR Spring Sport Registrations are open 1/3 – 2/12
- Mass Sport Registrations 2/4 and 2/11
- Valentines Dance 2/4/23

MHPR SPRING YOUTH SPORTS



IN-PERSON SIGN UPS:
NOW OPEN @ YOUTH CENTER
JAN. 3RD - FEB. 11TH
ON-LINE SIGN UPS:
JAN. 3RD - FEB. 12TH

**MASS SPORTS
REGISTRATION:**
FEB. 4TH & FEB. 11TH
@ L.C. SAMMONS
YOUTH CENTER
9A.M. - 12P.M.



DIVISIONS:
SOCCER (CO-ED): 4U, 6U, 8U, 10U, 12U, & 15U
SOFTBALL & BASEBALL: 5U (TEE BALL), 6U & 8U (COACH PITCH)
10U, 12U, & 15U (LIVE ARM)

MHPR SPRING YOUTH SOCCER



IN-PERSON SIGN UPS:
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JAN. 3RD - FEB. 11TH
ON-LINE SIGN UPS:
JAN. 3RD - FEB. 12TH

**MASS SPORTS
REGISTRATION:**
FEB. 4TH & FEB. 11TH
@ L.C. SAMMONS
YOUTH CENTER
9A.M. - 12P.M.

CO-ED DIVISIONS:
4U: \$45.00
6U: \$45.00
8U: \$60.00
10U: \$65.00
12U: \$70.00
15U: \$80.00
KIDS MAY PLAY UP 1 DIVISION, BUT CANNOT
PLAY DOWN.

SEASON SPECIFICS:
REGISTRATION CLOSES: 2/12/23
ASSESSMENTS: 2/16/23
DRAFT: 2/17/23
PRE-SEASON PRACTICE:
2/20/23 - 3/24/23
SEASON GAMES: WEEK OF
3/27/23 - 5/25/23
END OF SEASON TOURNAMENT:
5/27/23

SPECIAL NOTES:
KIDS WHO PLAYED MHPR YOUTH SOCCER IN FALL 2022, ARE ALREADY SIGNED UP FOR
SPRING 2023! PLAYERS WILL BE ON SAME TEAM FROM FALL 2022 AND BE WITH SAME
COACH!

MHPR YOUTH SOFTBALL

IN-PERSON SIGN UPS:
NOW OPEN @ YOUTH CENTER
JAN. 3RD - FEB. 11TH
ON-LINE SIGN UPS:
JAN. 3RD - FEB. 12TH



DIVISIONS:
5U (TEE BALL): \$35.00
6U (COACH PITCH): \$35.00
8U (COACH PITCH): \$35.00
10U (LIVE ARM): \$65.00
12U (LIVE ARM): \$65.00
15U (LIVE ARM): \$65.00
KIDS MAY PLAY UP 1 DIVISION, BUT CANNOT
PLAY DOWN.



SEASON SPECIFICS:
REGISTRATION CLOSES: 2/12/23
ASSESSMENTS: 2/14/23
DRAFT: 2/17/23
PRE-SEASON PRACTICE:
2/20/23 - 3/24/23
SEASON GAMES: WEEK OF
3/27/23 - 5/25/23
END OF SEASON TOURNAMENT:
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MASS SPORTS REGISTRATION:
FEB. 4TH & FEB. 11TH @ L.C. SAMMONS YOUTH CENTER
9A.M. - 12P.M.



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MASS SPORTS REGISTRATION:
FEB. 4TH & FEB. 11TH @ L.C. SAMMONS YOUTH CENTER
9A.M. - 12P.M.

IN-PERSON SIGN UPS:
NOW OPEN @ YOUTH CENTER
JAN. 3RD - FEB. 11TH
ON-LINE SIGN UPS:
JAN. 3RD - FEB. 12TH

MHPR YOUTH BASEBALL

DIVISIONS:
5U (TEE BALL): \$35.00
6U (COACH PITCH): \$35.00
8U (COACH PITCH) ROOKIE: \$35.00
10U (LIVE ARM) MINOR: \$65.00
12U (LIVE ARM) MAJOR: \$65.00
15U (LIVE ARM): \$65.00
KIDS MAY PLAY UP 1 DIVISION, BUT CANNOT
PLAY DOWN.



MOUNTAIN HOME PARKS & RECREATION

Winter Photo Contest

Details:

- Contestant Age: ANY
- Photo must be taken within City Park.
- Submitted photo must be taken during specified time range.
- \$10 entry fee
- Physical photo must be 8"x8"
- Must submit digital photo
- Only 8 photos will be accepted this season.
- Winner will receive \$50 from Little T's Mini Golf & More!

Time Range:

Dec. 21st-Mar. 19th

Photo Submission:

Mar. 20th-23rd, 2023
by 5pm

Survey Monkey Voting:

Mar. 27th-Apr. 10th,
2023 by 5pm

Winner

Announced:
April 11th, 2023

Little T's



Mini Golf & More!



About:

Organized volunteer opportunities for kids ages 8-16 years.
Children will be supervised by staff members.

Goals:

Instill confidence.
Promote strong work ethic
Encourage teamwork.

Y.C. KIDS IMPACT

Opportunity Examples:

MH Parks & Rec Events
Local Community Events
MHPSD Special Events

Perks:

Parent contact will receive annual report of child's logged hours!
Appeals to scholarship committees and university admissions offices!

**Youth who complete 10 hours of volunteer time will
receive a Y.C. Kids Impact t-shirt!**

December 2022
Park and Youth Center Usage

2022 December		DAILY USAGE
Thu	1	73
Fri	2	69
Sat	3	100
Sun	4	
Mon	5	71
Tue	6	70
Wed	7	77
Thu	8	67
Fri	9	72
Sat	10	100
Sun	11	
Mon	12	76
Tue	13	77
Wed	14	88
Thu	15	72
Fri	16	57
Sat	17	
Sun	18	
Mon	19	69
Tue	20	69
Wed	21	56
Thu	22	36
Fri	23	
Sat	24	
Sun	25	
Mon	26	
Tue	27	40
Wed	28	44
Thu	29	49
Fri	30	34
Sat	31	
total		1466

DECEMBER	
Average attendance for month	67
Saturday attendance	200
Parks/Pavilion usage total for month	0

Membership Count 12/31/22	
Youth Members	291
Adult/Senior Members	57
Total:	348

Parks & Pavilion Reservations:	# Reservations	# people
Cooper Pav. 1+2:	0	0
Cooper Multi-use Fields:	0	0
Hickory Large + Small Pav.:	0	0
Youth Center Gym: BDAY/RENTALS	7	200
Total:	7	200

Special Events/Sports Reservations and Rentals:
12/5/22: Indoor Soccer Practice: YC
12/19/22: Ozark Football Cheer Awards: YC
12/2022: McCabe: Duck House with Guy Berry
12/21/22: Indoor Soccer Practice: YC

December 2022
Revenues and Expenses

Pool: Account/Title:	CURRENT BUDGET (PROJECTED REVENUE)	YEAR TO DATE REVENUE	VARIANCE (REVENUE)	ANNUAL BUDGET	AMOUNT USED (EXPENSES)	AVAILABLE (EXPENSES)
4000-42290: Pool Admissions	\$ 31,000.00	\$ 36,233.00	\$ (5,233.00)	x	x	x
4000-42300: Pool Rentals	\$ 4,000.00	\$ 4,535.00	\$ (535.00)	x	x	x
4000-42305: Pool Swimming Lessons	\$ 15,800.00	\$ 16,025.00	\$ (225.00)	x	x	x
4000-42295: Concessions	\$ 4,200.00	\$ 6,944.75	\$ (2,744.75)	x	x	x
5107-28790: Concession Expenses	x	x	x	\$ 1,850.00	\$ 1,018.35	\$ 831.65
Youth Center: Account/Title:	CURRENT BUDGET (PROJECTED REVENUE)	YEAR TO DATE REVENUE	VARIANCE (REVENUE)	ANNUAL BUDGET	AMOUNT USED (EXPENSES)	AVAILABLE (EXPENSES)
4000-43420: YC Concessions	\$1,500	\$ 1,624.97	\$ (124.97)	x	x	x
4000-43480: Membership Fees	\$ 15,250.00	\$ 13,664.00	\$ 1,586.00	x	x	x
4000-43500: Programs/Lessons	\$ 300.00	\$ 40.00	\$ 260.00	x	x	x
4000-43510: Facility Rentals	\$ 1,500.00	\$ 7,587.50	\$ (6,087.50)	x	x	x
4000-43520: Softball Revenue	\$ 11,000.00	\$ 8,500.00	\$ 2,500.00	x	x	x
4000-43552: Baseball Revenue	\$ 16,000.00	\$ 14,258.00	\$ 1,742.00	x	x	x
4000-43553: Youth Soccer Revenue	\$ -	\$ 14,715.00	\$ (14,715.00)	x	x	x
5106-26585: Youth Sport Expenses*	x	x	x	\$ 59,000.00	\$ 53,251.03	\$ 5,748.97

City of Mountain Home (Recreation)

2022 Budget Account Balances

Account Number	Account Title	Annual Budget	Amount Used	Remaining Balance
4000-43420	CONCESSIONS		(\$1,824.97)	
4000-43480	MEMBERSHIP FEES	\$0.00	(\$13,864.00)	\$13,864.00
4000-43500	PROGRAM LESSONS - REV	\$0.00	(\$40.00)	\$40.00
4000-43510	RENTALS	\$0.00	(\$7,587.00)	\$7,587.00
4000-43520	SOFTBALL REVENUE	\$0.00	(\$8,500.00)	\$8,500.00
4000-43522	ADULT SPORTS - REV	\$0.00		
4000-43551	YOUTH BASKETBALL	\$0.00		
4000-43552	YOUTH BASEBALL	\$0.00	(\$14,258.00)	\$14,258.00
4000-43553	YOUTH SOCCER		(\$14,715.00)	
5108-11500	SALARIES - YOUTH CTR ACC	\$195,000.00	\$192,830.89	\$2,369.31
5108-11501	SALARIES - PART TIME	\$103,850.00	\$102,470.37	\$1,179.63
5108-11502	SALARIES-OVERTIME	\$2,000.00	\$124.50	\$1,875.50
5108-11580	SALARIES - LONGEVITY PAY	\$4,500.00	\$4,480.55	\$19.45
5108-13700	TAXES - FICA	\$18,919.30	\$17,783.43	\$1,135.87
5108-13710	TAXES - MEDICARE	\$4,424.88	\$4,158.88	\$265.82
5108-14730	TAXES - UNEMPLOYMENT C	\$400.00	\$388.32	\$31.68
5108-15630	INSURANCE - WORKERS CO	\$3,100.00	\$3,071.00	\$29.00
5108-16200	RETIREMENT / APERS	\$30,333.60	\$32,819.59	(\$2,485.99)
5108-16251	RETIREMENT-CASH OUT	\$0.00		
5108-17620	INSURANCE - HOSPITAL	\$34,557.60	\$28,857.60	\$5,700.00

Account Number	Account Title	Annual Budget	Amount Used	Remaining Balance
5108-17623	INSURANCE-EMPLOYEE LIFE	\$500.00	\$206.32	\$293.68
5108-21390	SALARIES - CONTRACT	\$6,000.00		
5108-21610	INS-PROPERTY & CONTENT	\$4,100.00	\$3,540.86	\$559.14
5108-24720	SALES TAX PAYABLE	\$2,750.00	\$1,308.91	\$1,441.09
5108-25800	TRAVEL & TRAINING	\$3,000.00	\$2,301.39	\$698.61
5108-26585	ADULT & YOUTH SPORTS PR	\$59,000.00	\$53,251.03	\$5,748.97
5108-26655	SUPPLIES / RECREATIONAL	\$5,000.00	\$3,377.97	\$1,622.03
5108-26658	PROMOTIONAL EXPENSE	\$1,500.00	\$681.10	\$818.90
5108-27060	REPAIRS / MAINTENANCE	\$10,000.00	\$10,261.02	(\$261.02)
5108-27310	COMPUTER OPERATING EXP	\$11,000.00	\$7,706.28	\$3,293.72
5108-31650	SUPPLIES / OFFICE	\$10,000.00	\$7,534.47	\$2,465.53
5108-32520	FUEL,GAS & OIL	\$300.00		
5108-32900	UTILITIES	\$25,489.00	\$15,152.48	\$10,336.52
5108-35820	UNIFORMS	\$1,000.00	\$501.03	\$498.97
5108-37550	HEP B / BG / PHY / DRUG TES	\$1,200.00	\$560.00	\$640.00
5108-43273	NEW ROOF LC SAMMONS YC	\$0.00		
5108-73400	DONATIONS / CURRENT AVA	\$9,219.14	\$219.75	\$8,999.39
5108-73402	DONATIONS / CURRENT REV	\$0.00	(\$9,219.14)	\$9,219.14
5108-73410	REV - YOUTH MEAL DONATI	\$0.00	(\$60.22)	\$60.22
5108-73411	YOUTH MEAL: AVAILABLE: E	\$60.22		
5108-73414	REV - YOUTH BSKBALL EOY	\$0.00	(\$2.00)	\$2.00
5108-73415	YTH BSKBALL EOY PARTY: A	\$2.00		
5108-73416	REV - MOVIES IN THE PARK	\$0.00	(\$835.78)	\$835.78

Account Number	Account Title	Annual Budget	Amount Used	Remaining Balance
5108-73417	MOVIES IN THE PARK: AVAIL	\$835.78	\$892.28	\$143.52
5108-73422	REV - YC PROGRAMMING DO	\$0.00		
5108-73423	YC PROGRAMMING: AVAILAB	\$0.00		
5108-73427	REV - 5K DONATIONS	\$0.00	(\$1,244.39)	\$1,244.39
5108-73428	5K AVAILABLE: EXP.	\$1,244.39		
5108-73429	REV - SPRING CARNIVAL DO	\$0.00	(\$800.00)	\$800.00
5108-73430	SPRING CARNIVAL: AVAILAB	\$800.00	\$736.28	\$63.72
5108-73431	REV - TRUNK OR TREAT DO	\$0.00	(\$1,087.36)	\$1,087.36
5108-73432	TRUNK OR TREAT: AVAILABL	\$1,087.36	\$653.77	\$433.59
5108-73433	REV - YOUTH BASEBALL DO	\$0.00	(\$32,348.80)	\$32,348.80
5108-73434	YTH BASEBALL: AVAILABLE:	\$32,348.80		
5108-73435	REV - YTH SOCCER DONATI	\$0.00	(\$12,000.00)	\$12,000.00
5108-73436	YTH SOCCER: AVAILABLE: E	\$14,438.26	\$6,494.25	\$7,944.01
5108-73437	REV - YTH SOFTBALL DONAT	\$0.00	(\$4,715.00)	\$4,715.00
5108-73438	YTH SOFTBALL: AVAILABLE:	\$4,715.00		
5108-73620	P/C CASH BACK - REVENUE	\$0.00	(\$314.46)	\$314.46
5108-73621	P/C CASH BACK - AVAILABLE:	\$314.46	\$149.22	\$165.24
5108-73700	MISCELLANEOUS EXP	\$0.00		
5108-73705	CREDIT CARD EXPENSE	\$400.00	\$270.00	\$130.00
Totals:		<u>\$603,189.59</u>	<u>\$379,347.18</u>	<u>\$223,842.41</u>

City of Mountain Home (PARKS)

2022 Budget Account Balances

Account Number	AccountTitle	Annual Budget	Amount Used	Remaining Balance
4000-42300	POOL RENTALS		\$85.00	
4000-42305	SWIM LESSONS		\$625.00	
5107-11500	SALARIES - GENERAL	\$450,000.00	\$445,476.65	\$4,523.35
5107-11501	SALARIES - PART TIME	\$135,334.05	\$135,334.05	\$0.00
5107-11502	SALARIES - OVERTIME	\$25,500.00	\$20,585.55	\$4,914.45
5107-11580	SALARIES - LONGEVITY PAY	\$8,802.00	\$8,801.90	\$0.10
5107-13700	TAXES - PAYROLL-FICA	\$39,370.00	\$38,259.13	\$1,110.87
5107-13710	TAXES - MEDICARE	\$9,207.50	\$8,947.88	\$259.62
5107-14730	TAXES - UNEMPLOYMENT	\$1,500.00	\$773.37	\$726.63
5107-15630	INSURANCE - WORKERS COMP	\$9,200.00	\$9,123.00	\$77.00
5107-16200	RETIREMENT - APERS	\$76,600.00	\$72,489.64	\$4,110.36
5107-16251	RETIREMENT CASH OUT	\$38,211.63	\$38,211.63	\$0.00
5107-17620	INSURANCE - HOSPITAL	\$109,709.76	\$107,226.18	\$2,483.58
5107-17623	INSURANCE-EMPLOYEE LIFE	\$750.00	\$549.38	\$200.62
5107-21001	POOL CHANGE DRAWER	\$300.00	\$0.00	\$300.00
5107-21390	CONTRACT LABOR	\$34,544.56	\$34,545.56	(\$1.00)
5107-21610	INS - PROPERTY & CONTENTS	\$10,075.00	\$11,838.09	(\$1,763.09)
5107-24720	TAXES - SALES	\$0.00	\$3,813.09	(\$3,813.09)
5107-25800	TRAVEL & TRAINING	\$3,750.00	\$3,488.38	\$261.62
5107-27060	REPAIRS / MAINTENANCE	\$33,800.00	\$31,626.78	\$2,173.22
5107-27310	COMPUTER OPERATING EXPEN	\$4,370.00	\$3,709.24	\$660.76

Account Number	AccountTitle	Annual Budget	Amount Used	Remaining Balance
5107-28790	CONCESSIONS	\$1,850.00	\$1,018.35	\$831.65
5107-28820	PARK DEVELOPMENT	\$33,000.00	\$31,177.29	\$1,822.71
5107-28821	PARK DEVELOPMENT REV.	\$0.00	(\$15,000.00)	\$15,000.00
5107-31850	SUPPLIES - OFFICE	\$1,780.00	\$1,118.29	\$661.71
5107-32520	FUEL - GAS & OIL	\$30,000.00	\$30,756.09	(\$756.09)
5107-32780	TELEPHONE	\$0.00		
5107-32900	UTILITIES	\$57,780.00	\$53,490.34	\$4,289.66
5107-35820	UNIFORMS	\$6,745.00	\$6,782.89	(\$37.89)
5107-37550	HEP B / BG / PHY / DRUG TEST	\$2,125.00	\$2,244.00	(\$119.00)
5107-38610	INMATE MEALS	\$0.00		
5107-38620	SUPPLIES: PARK, POOL, AND FI	\$126,500.00	\$123,937.67	\$2,562.33
5107-42934	CAPITAL EQUIPMENT	\$82,057.76	\$54,461.58	\$27,596.18
5107-43262	INCLUSIVE PLAYGROUND EQUIP.	\$225,000.00	\$539,891.48	(\$314,891.48)
5107-43263	INCLUSIVE PLAYGROUND GRAN	\$225,000.00	(\$314,891.48)	\$539,891.48
5107-73400	DONATIONS / AVAILABLE: EXP.	\$6,458.82	\$1,537.41	\$4,921.41
5107-73405	DONATIONS / CURRENT REVEN	\$0.00	(\$6,458.82)	\$6,458.82
5107-73406	REV: DONATION: PARK DEV.	\$0.00	(\$7,500.00)	\$7,500.00
5107-73407	PARK DEV: AVAILABLE: EXP.	\$7,500.00	\$21,448.63	(\$13,948.63)
5107-73408	REV - NCASF/SOCCER MAINT.	\$0.00	(\$11,275.55)	\$11,275.55
5107-73409	NCASF/SOCCER MAINT.: AVAIL	\$11,275.55	\$11,102.51	\$173.04
5107-73410	DONATION REVENUE-POOL	\$0.00	(\$2,500.00)	\$2,500.00
5107-73411	DONATION AVAILABLE-POOL: E	\$2,500.00		
5107-73412	REV - YTH BASKETBALL SPONS	\$0.00	(\$777.21)	\$777.21
5107-73413	YTH. BASKETBALL SPONSOR: A	\$777.21		
5107-73415	REV - GANNETT: MAKE A DIFFE	\$0.00	(\$21.62)	\$21.62

Account Number	Account Title	Annual Budget	Amount Used	Remaining Balance
5107-73416	AVA.:GANNETT: MAKE A DIFFER	\$21.62		
5107-73417	REV - WILLETT B/FIELD SIGN	\$0.00	(\$16,152.64)	\$16,152.64
5107-73418	WILLETT B/FIELD SIGN: AVAILA	\$16,152.64		
5107-73421	REV - BASEBALL SCOREBOARD	\$0.00	(\$23.64)	\$23.64
5107-73422	BASEBALL SCOREBOARD: AVAI	\$23.64		
5107-73423	REV - 12 Y/O MAJOR LEAGUE FI	\$0.00	(\$0.06)	\$0.06
5107-73424	12 Y/O MAJOR LEAGUE FIELD: A	\$0.06		
5107-73427	REV - A&P 1A BALL TOURNAME	\$0.00	(\$71.87)	\$71.87
5107-73428	A&P 1A BALL TOURNAMENT: AV	\$71.87		
5107-73429	REV - FISHING DERBY	\$0.00	(\$600.00)	\$600.00
5107-73430	FISHING DERBY: AVAILABLE: EX	\$60.00	\$516.14	(\$456.14)
5107-73431	REV - SAND VOLLEYBALL COUR	\$0.00		
5107-73432	SAND VOLLEYBALL COURTS: A	\$0.00		
5107-73433	REV - HAMMOCK GARDEN	\$0.00		
5107-73600	REV - WALKER AUCTION	\$0.00	\$0.00	\$0.00
5107-73601	WALKER AUCTION: AVAILABLE:	\$0.00		
5107-73620	PC / CASH BACK - REVENUE	\$0.00	(\$1,300.58)	\$1,300.58
5107-73621	PC / CASH BACK: AVAILABLE: E	\$1,300.58	\$1,242.61	\$57.97
5107-73700	MISCELLANEOUS EXPENSES	\$1,000.00	\$1,000.00	\$0.00
5107-73705	CREDIT CARD EXPENSES	\$0.00		
5107-75190	BANK L/L & NSF	\$0.00		
5107-78950	PR YR EXP PAID IN CURRENT Y	\$0.00		
Totals:		<u>\$1,810,004.25</u>	<u>\$1,480,659.31</u>	<u>\$329,344.94</u>

JANUARY 2023

01/10/2023 - W/S Committee Meeting

@ 4:30pm. Attending was: Alma Clark, Johnny Dewey, Arnold Knox, Mayor Adams, Nick Reed, Jennifer Baker, Bob Van Haaren, Kirby Rowland & one citizen Mary Ellen. We met in council chamber. The meeting adjourned at 5:15 pm.

- First order of business was to elect a chair to the water/sewer committee for year 2023. Jennifer nominated Bob Van Haaren for the chair-person... There were no other nominations and it was unanimous vote. So, Bob will be the Chair of the committee for the upcoming term.
- Cash analysis / Revenue / Expense Report ending December 2022 were passed out.
- Project reports for month ending December 2022 passed out.
- Our water loss was 31.3% Ending December 2022. The previous month was at 28.0%. We continue to fix and find leaks daily as these leaks present themselves.
- Kirby passed out copies of Garver project updates to the W/S Committee that are in progress: WWTP upgrades & additional upgrades at WWTP, New Lake intake project, Master Plan Updates.
- Kirby passed out copies of Amendment #1 – Amendment to WWTP PH-2 project upgrades for \$2,006,000.00 for engineering of this project. Copy of probable construction cost is attached as well & 2 spreadsheets to show impact of additional funding needed to complete this project. **This will be on council agenda January 19th, 2023 for vote of council.**
- Kirby passed out copies of Amendment #2 – Amendment to WTP intake project - \$106,000.00 for providing updated conceptual design technical memorandum, regulatory review, environmental clearances and documentation Updates, Geotechnical Coordination. **This will be on council agenda January 19th, 2023 for vote of council.**

PROJECT UPDATES:

- **Hickory/3RD/Lillian/7th/8th - Phase II SL PROJECT** – Bores started on 09/27/22 and are complete on 7th & 8th streets. Our crew started laying pipe on 10/03/22 ... This phase of the project will encompass part of 7th street & 8th streets with 2 bores crossing main street; we will be laying approximately ~~1616~~ there was an error on total footage reported on this phase in the beginning– the CORRECTION is to beginning figures of 840' instead. Sewer main and replacing or adding 7 manholes on this project. Crew started on 8th street 12/05/22. A total of 840' of pipe has been installed and 3 manholes. This job is completed.
- **Dyer St. phase II Sewer Line Upgrade:** Started on 12/19/2022. Total footage to be upgraded is 2900' of pipe and 21 manholes to be replaced. To date we have laid 350' of SDR 26 pipe and have set 3 manholes and 1 bore has been completed. Remaining to be laid is 2550' and 18 manholes.
- **Sharp Annexation Sewer Line Extension Phase 3:** Total footage to be laid on this project is 1800' and set 7 manholes. Contractor has completed all this job and is doing clean up only now. bid for install of materials was for \$464,551.00 – City pays for materials. \$300,000 of this project is being funded by grant money from Delta Regional Authority in which the mayor Adams obtained for the department. The remaining funds are slated to be funded from Sewer Expansion. To date \$516,961.16 has been spent on this project. To date: \$259,608.07 has been reimbursed by the Delta Regional Authority on this grant. We will do 1 final pay request of with Delta Regional Authority, and all will be done. Last pay request from the contractor upon completion is for \$ 41,287.57 and the total bid savings was \$22,669.09 on this project. Which made the total paid to contractor only \$441,881.91.
- **Clysta Willet/Gregg Rd Water Line Extension:** Started 11/07/22. Total footage for this project was going to be 707' but we changed the footage originally decided and moved back from the original start point - so the project ended up being 828' of 6" water line instead and will be laying approximately ~~2000~~ 1000' of 2" line for running inside the park where needed. To date we have completed laying all the 6" line and set one fire hydrant. We have set 1 meter and completed laying all of the 2" line inside the park on 01/09/23 for park service lines. All that is remaining to complete is dirt work, seed & strawing and hauling off extra dirt and then asphalt road back inside the park. This crew will be going to Morris St /N Church Street to water line work & will have more information at a later time on this project.

*****OUR NEXT MEETING IS (CHANGE DAYS & DATE) *****

NEXT MEETING WILL BE HELD ON **February 9, 2023 @ 4:30 pm.**

Meeting will be held in council chambers.

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-2A.**

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 R-1 to C-2A.

Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 19 North, Range 13 West, described as follows: Beginning at a point on the N-S $\frac{1}{4}$ Sec. line, 1723.74 feet South 0 deg. 25 min. 45 sec. West of the $\frac{1}{4}$ section corner on the North side of said section, and 3608.16 feet North 0 deg. 25 min. 45 sec. East of $\frac{1}{4}$ section corner of the South side of said section, run then North 88 deg. 18 min. 30 sec. East 130.32 feet (1.9745 chains) to fence line; thence South 1 deg. 41 min. 30 sec. East along said fence 818.4 feet (12.4 chains) to North R/W of U.S. Highway 62 as it now exists; thence South 69 deg. 12 min. 45 sec. West 69.84 feet (1.0582 chains) along said R/W; thence North 01 deg. 41 min. 30 sec. West 22.85 feet (3.3462 chains); thence South 88 deg. 18 min. 30 sec. West 264 feet (4 chains); thence North 1 deg. 41 min. 30 sec. West 620.4 feet (9.4 chains); thence North 88 deg. 18 min. 30 sec. East 199.68 feet (3.0255 chains); to the point of beginning, containing 5.017 acres more or less.

The above described property is located at U.S. Highway 62 West, 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 _____ day of January, 2023.

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

City of Mountain Home
File Marked this 15 day
of December, 2022
City Clerk, [Signature]

The petitioner, Jerrit D. Kemp and James Howard Kemp, Co-Trustees of the Martha L. Kemp MAP Trust, by and through their 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-2A. The property to be rezoned is described below, to-wit:

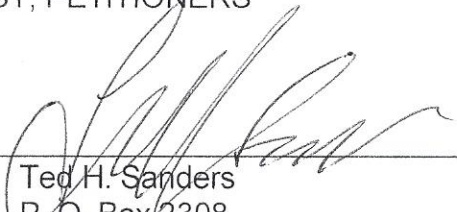
Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 19 North, Range 13 West, described as follows: Beginning at a point on the N-S $\frac{1}{4}$ Sec. line, 1723.74 feet South 0 deg. 25 min. 45 sec. West of the $\frac{1}{4}$ section corner on the North side of said section, and 3608.16 feet North 0 deg. 25 min. 45 sec. East of $\frac{1}{4}$ section corner of the South side of said section, run then North 88 deg. 18 min. 30 sec. East 130.32 feet (1.9745 chains) to fence line; thence South 1 deg. 41 min. 30 sec. East along said fence 818.4 feet (12.4 chains) to North R/W of U.S. Highway 62 as it now exists; thence South 69 deg. 12 min. 45 sec. West 69.84 feet (1.0582 chains) along said R/W; thence North 01 deg. 41 min. 30 sec. West 22.85 feet (3.3462 chains); thence South 88 deg. 18 min. 30 sec. West 264 feet (4 chains); thence North 1 deg. 41 min. 30 sec. West 620.4 feet (9.4 chains); thence North 88 deg. 18 min. 30 sec. East 199.68 feet (3.0255 chains); to the point of beginning, containing 5.017 acres more or less.

The property is located at Highway 62 West, 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 petitioners herein are Jerrit D. Kemp and James Howard Kemp, Co-Trustees of the Marth L. Kemp MAP Trust, and they have authorized Ted H. Sanders to act on their behalf in the prosecution of this petition.

JERRIT D. KEMP and JAMES HOWARD KEMP,
CO-TRUSTEES OF THE MARTHA L. KEMP MAP
TRUST, PETITIONERS

BY: _____



Ted H. Sanders

P. O. Box 2308

Mountain Home, AR 72654

Their Attorney

AFFIDAVIT OF PUBLICATION

State of Arkansas, County of Baxter, ss:

I, Teresese H. Porter, being duly sworn according to law, state that I represent the publisher of the Baxter Bulletin, a daily newspaper in said county, and that I am duly authorized to and do make this affidavit for the dates of publication herein after stated, and that said newspaper has a bona fide circulation in said county at said dates, and has been published in said county for a period of more than one month next before the date of the first publication of the advertisement hereto annexed, and that the said advertisement was published in said newspaper on the following dates:

From 12/22/2022 to 12/22/2022 both inclusive.

1st insertion, Vol. 122, No. 03, 12/22/2022

2nd insertion, Vol. , No. ,

3rd insertion, Vol. , No. ,

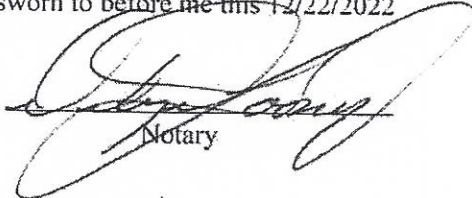
4th insertion, Vol. , No. ,

Account#8004701

Ad#146261

Teresese H. Porter

Subscribed to and sworn to before me this 12/22/2022


Notary

My commission expires 8/14/25

Filed and Recorded

(Publication Fee, \$92.25)

DETRET L. LOONEY
Notary Public-State of Arkansas
Baxter County
My Commission Expires 08-10-2025
Commission # 12704797

NOTICE

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

Part of the SE 1/4 NW 1/4 and part of the SW 1/4 NE 1/4 of Section 17, Township 19 North, Range 13 West, described as follows: Beginning at a point on the N-S 1/4 Sec. line, 1723.74 feet South 0 deg. 25 min. 45 sec. West of the 1/4 section corner on the North side of said section, and 3608.16 feet North 0 deg. 25 min. 45 sec. East of 1/4 section corner of the South side of said section, run then North 88 deg. 18 min. 30 sec. East 130.32 feet (1.9745 chains) to fence line; thence South 1 deg. 41 min. 30 sec. East along said fence 818.4 feet (12.4 chains) to North R/W of U.S. Highway 62 as it now exists; thence South 69 deg. 12 min. 45 sec. West 69.84 feet (1.0582 chains) along said R/W; thence North 01 deg. 41 min. 30 sec. West 22.85 feet (3.3462 chains); thence South 88 deg. 18 min. 30 sec. West 264 feet (4 chains); thence North 1 deg. 41 min. 30 sec. West 620.4 feet (9.4 chains); thence North 88 deg. 18 min. 30 sec. East 199.68 feet (3.0255 chains); to the point of beginning, containing 5.017 acres more or less.

The above described property is located at U.S. Highway 62 West, Mountain Home, Arkansas.

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

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 9, 2023, at 1:00 p.m.

2. The City Council will make its determination on said petition at the City Hall on January 19, 2023, at 6:00 p.m.

The petitioners are Jerri D. Kemp and James Howard Kemp, C-Trustees of the Martha L. Kemp MAP Trust, the record owners of the property, and they have named Ted H. Sanders to act for them in this proceeding.

Scott Liles, City Clerk

CITY OF MOUNTAIN HOME
PLANNING COMMISSION

DATE PRESENTED TO BOARD: JAN 9 2023

PETITIONER: JERRIT AND JAMES KEMP

LOCATION: 2943 Hwy 62 W

PRESENTED BY: TED SANDERS

ACTION TAKEN: Approval of Rezoning from R-1 to C-2A

MOTION BY: Sam SECONDED BY: Ronnie

BOARD MEMBERS	AYES	NAYS	ABSTAIN
DAVID KING	✓		
PAUL NORNELL	✓		
RONNIE GREGORY	✓		
SAM RHOADS	✓		
PHILLIP FRAME	✓		
LYNN ANDERSON	✓		
JIM BROWN	✓		
TOTAL VOTES			

APPROVED: ✓

NOT APPROVED: _____

RECOMMENDATIONS: _____

CHAIRMAN: 

SECRETARY: 

ORDINANCE NO.

AN ORDINANCE REGULATING NOISE WITHIN THE CITY OF MOUNTAIN HOME; REPEALING ORDINANCES IN CONFLICT THEREWITH; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

SECTION 1:

For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Decibel (dB). A unit for measuring the volume of a sound, equal to twenty (20) times the logarithm to the base ten of the ratio of the pressure of the sound measured to the referenced pressure, which is 20 micropascals (20 micronewtons per square meter).

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Gross vehicle weight rating (GVWR). The value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR) which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination vehicle, shall be used.

Motor carrier vehicle engaged in interstate commerce. Any vehicle for which regulations apply pursuant to Section 18 of the Federal Noise Control Act of 1972 (PL92-574), as amended, pertaining to motor carriers engaged in interstate commerce.

Noise. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise disturbance. Any sound which:

- (1) Endangers or injures the safety or health of humans or animals;
- (2) Annoys or disturbs a reasonable person of normal sensitivities; or
- (3) Endangers or injures personal or real property.

Public right-of-way. Any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a government entity.

Public space. Any real property or structures thereon which are owned or controlled by a governmental entity.

Sound level. The weighted sound pressure level obtained by the use of a sound level meter and frequency weighing network, such as A, B, or C as specified in the American National Standards Institute's specifications for sound level meters. If the frequency weighing employed is not indicated, the A-weighting shall apply.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, or output meter, and weighing network used to measure sound pressure levels.

Sound pressure level. Twenty (20) times the logarithm to the base ten of the ratio of the RMS sound pressure to reference pressure of 20 micropascals ($20 \times 10^{-6} \text{ N/m}^2$).

Transient sound source. Noise, the source of which is lawn equipment, an implement of husbandry, a domestic power tool, or the repairing, rebuilding, modifying or testing of any motor vehicle or motorcycle.

SECTION 2:

- (A) Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to make, or continue or cause or permit to be made or continued, any noise disturbance.
- (B) The provisions of this section shall not apply to:
 - (1) The emission of sound for the purpose of alerting persons to the existence of an emergency;
 - (2) The emission of sound in the performance of emergency work;
 - (3) The movement of aircraft which is in all respects conducted in accordance with, or pursuant to applicable federal laws or regulations;
 - (4) The use of bells or chimes in conjunction with places of religious worship;
 - (5) The intentional sounding or permitting the sounding of any fire, burglar or civil defense alarm, siren, whistle or similar stationary or emergency signaling device, for emergency purposes or for testing, provided such testing uses only the minimum cycle test time; and
 - (6) The use of generators as be needed to supply power in commercial or residential zones.
- (C) For the purpose of this section, the use of an amplification devise, radio, television, phonograph, drum, musical instrument or similar devise which produces, reproduces, or amplifies sound shall be deemed annoying or disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public if the sound is produced between the hours of 1:00 a.m. and 8:00 a.m., and is plainly audible a distance of 150 feet or more from the source of the sound.
 - (1) Plainly audible means any sound produced as set forth above which clearly can be heard at a distance of 150 or more feet. The measurement standard shall be by the auditory senses, based on direct line of sight. Words or phrases need not be discernable and bass reverberations are included.
 - (2) This provision shall not apply to athletic or school related events.
- (D) *Late Night Construction Noise Near Residences.* For the purposes of this section, construction noise from private development construction activity shall be deemed annoying or disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public if the sound or noise is produced later than 11:00 p.m. everyday and prior to 7:00 a.m. on all days except Sundays when the "quiet" time shall extend until 9:00 a.m. and is plainly audible at or near any residence (apartment, home, condo, etc.) within 150 yards of the construction activity.
 - (1) The measurement standard shall be by auditory senses and includes transient construction activity noise sources.
 - (2) Emergency construction activity to repair or prevent a dangerous condition in order to protect the health, safety and welfare of citizens or the workers on the development project site is exempt from this provision if authorized in advance or ratified later by the Mayor.
 - (3) This subsection takes precedence over any conflicting and less restrictive noise limitation provisions.
 - (4) A variance may be requested and granted for necessary and temporary after-hours construction activities.
- (E) Operating or causing to operate any sound amplification device on or from within any means of conveyance, whether motorized or not, so that the sound is plainly audible at a distance of 30 feet or more from the vehicle whether in a street, a highway, an alley, parking lot or driveway, whether public or private property, is prohibited and declared to be a noise disturbance in violation of this chapter.

SECTION 3:

Sound level measurements shall be made with a sound level meter Type II or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institution.

SECTION 4:

- (A) No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises on public or private property any identifiable source of sound in such a manner as to create a sound level within the use districts in Table 1 below which exceeds the maximum noise levels as set forth in Table 1 as measured at any point on the boundary of the property from which the sound or noise was emanating.

TABLE 1

Use Districts	Time	Maximum Noise Levels
All residential zones	7:00 a.m. to 11:00 p.m.	60 dB(A)
All residential zones	>11:00 p.m. to 7:00 a.m.	55 dB(A)
All commercial zones	7:00 a.m. to 11:00 p.m.	75 dB(A)
All commercial zones	11:00 p.m. to 7:00 a.m.	70 dB(A)
All industrial zones	7:00 a.m. to 11:00 p.m.	80 dB(A)
All industrial zones	11:00 p.m. to 7:00 a.m.	75 dB(A)

All measurements shall be taken with a sound level meter in its fast or peak level setting.

- (B) *District Boundaries.* When a noise source can be identified and its noise measured in more than one use district, the noise level limits of the most restrictive use district shall apply at that district boundary.
- (C) *Commercial Source.* Notwithstanding the zoning classification of the underlying parcel, restaurants, night clubs, private clubs, auditoriums, dance halls, and rehearsal studios are defined as commercial sound sources existing in commercial zones for the purposes of this chapter.
- (D) *Transient Source.* For a transient sound emanating in any land use category, the peak noise level shall not exceed 20 decibels above the limit set in Table 1 above.
- (E) *Construction.* Construction projects shall be subject to the limitations specified for industrial zones for the period of time allowed by the building permit.

Section 5:

- (A) No person shall operate or cause to be operated a public or private motor vehicle or motorcycle on a public right-of-way or private property at any time and in such a manner that the sound level emitted by the motor vehicle or motorcycle exceeds the level set forth in Table II below.

TABLE II**MOTOR VEHICLE AND MOTORCYCLE SOUND LIMIT**

(Measured at 25 Feet From the Near Side of the Nearest Lane Monitored)

Vehicle class	Sound Level in dB		
	Speed limit 35mph or less	Speed limit over 35mph	Stationary Run-up
Motor vehicle carrier engaged in interstate commerce of GVWR or GCWR of 10,000 lbs. or more	86	90	88
Any other motor vehicle or any combination of vehicles towed by any such motor vehicles	78	78	78
Motorcycles	78	78	78

- (B) No person shall operate or cause to be operated any motor vehicle or motorcycle not equipped with a muffler or other sound dissipative device in good working order and in constant operation.
- (C) No person shall sound any horn or other auditory signaling device on or in any motor vehicle on any public right-of-way or public place, except as a warning of danger.
- (D) Operating or causing to operate any sound amplification device from within a vehicle so that the sound is plainly audible at a distance of 30 feet or more from the vehicle whether in a street, a highway, an alley, parking lot or driveway, whether public or private property, is prohibited and declared to be a noise disturbance in violation of this chapter.
- (E) No person shall operate or cause to be operated a motor vehicle or motorcycle by rapidly advancing its throttle (revving) such that a noise disturbance occurs.

Section 6:

It shall be unlawful for any person to use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on private property, for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

Section 7:

(A) *Application; Issuance.*

- (1) The Mayor shall have the authority to issue a permit, upon a showing of undue hardship, for a variance from the provisions of this section upon a showing by the applicant that:
 - (a) Additional time is necessary for the applicant to alter or modify his activity or operations to comply with this section; or
 - (b) The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with this section; and
 - (c) No reasonable alternative is available to the applicant.
- (2) An application for a variance permit shall be in writing on a form prescribed by the Mayor. In issuing a variance permit, the Mayor may impose reasonable conditions or requirements necessary to minimize adverse effects upon the surrounding neighborhood. For events to be attended by the public, the

written application for a variance shall be filed with the Mayor a minimum of fourteen (14) days prior to the date on which a variance is requested.

- (B) *Denial; Appeal.* An applicant who is denied a variance by the Mayor may appeal to the City Council by filing written notice of appeal with the City Clerk within ten (10) days from the date of the Mayor's decision. The notice of appeal shall specifically state the reasons why the applicant considers the Mayor's findings and decision to be in error.

Section 8:

- (A) In lieu of issuing a notice of violation, a Code Enforcement Officer responsible for enforcement of any provision of this section may issue an order requiring abatement of any source of sound alleged to be in violation of this section within a reasonable time period. An abatement order shall not be issued when the Code Enforcement Officer has reason to believe that there will not be compliance with said order.
- (B) A violation of any provision of this section shall be cause for a notice of violation to be issued by the Code Enforcement Officer.

Section 9:

- (A) A compression release engine brake, or other hydraulically operated device that converts a power producing diesel or gas engine into a power absorbing retarding mechanism with a correspondingly increased amount of noise emission shall not be engaged or used within the city limits except in the case of failure of the service brake system, adverse weather conditions, or other emergency necessitating the compression release engine brake's use.
- (B) Fire trucks, and those municipal vehicles equipped with the Quiet Brake and Silent Partner System are exempted from the requirements of this section.

Section 10:

The violation of any provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such violation. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

Section 11:

Any and all other Ordinances, or parts thereof conflicting with this Ordinance, shall be repealed to the extent of any such conflict.

Section 12:

The regulation of noise within the City of Mountain Home is vital to the health, safety and welfare of its citizens and this Ordinance shall be in full force and effect from and after passage.

DATED this ____ day of January 2023.

HILLREY ADAMS, MAYOR

ATTEST:

SCOTT LILES, CITY CLERK

ORDINANCE NO. 2023-__

**AN ORDINANCE AMENDING THE 2023 ADOPTED BUDGET
FOR THE PURPOSE OF RECEIVING AND EXPENDING THE \$5,000 STIPEND
FOR ELIGIBLE FULL-TIME LAW ENFORCEMENT OFFICERS**

WHEREAS, the Arkansas General Assembly passed Act 224 of 2022 during the 2022 Fiscal Session; WHEREAS, through passage of Act 224 of 2022, the Arkansas General Assembly appropriated \$50,000,000 to provide a one-time salary stipend for eligible full-time law enforcement officers;

WHEREAS, “eligible full-time law enforcement officer” is specifically defined under Act 224 and the city/town does not have discretion to change the definition; and

WHEREAS, each eligible full-time law enforcement officer is entitled to a one-time salary stipend of \$5,000. Employee payroll deductions will be applied as required by law; and WHEREAS, the City Council of the City of Mountain Home, Arkansas has determined that the City’s 2023 budget should be amended for the purpose of receiving the revenue for the onetime salary stipend funding from the State of Arkansas and expending the one-time salary stipend to eligible full-time law enforcement officers.

NOW, THEREFORE, be it ordained/resolved by the City Council, that:

Section 1. The payment for the one-time stipend will be reimbursed by DF&A as the certified officers are entered by the Chief of Police into (CLEST) which in turn verifies to the State to make the disbursements in the total amount of approximately \$26,912.50 for the stipend at \$5,000.00 each for 5 police officers that qualify & approximately \$1,912.50 in social security payments on these dollars.

The appropriation will be as follows:

GL# 101-5104-11504 = \$20,000.00 (Officer Stipend \$5,000 Each General Fund Officer)

GL# 101-5104-13700 = \$1,530.00 (Social Security Match-General fund Officers)

GL# 134-5401-11504 = \$ 5,000.00 (Officer Stipend \$5,000 Each Public Safety Officer)

GL# 134-5401-13700 = \$382.50 (Social Security Match – Public Safety Officers)

Section 2. The amount for the expenditure proposed in the amended 2022 City Budget is hereby approved by the City Council of the City/Town of Mountain Home, Arkansas and is hereby authorized and appropriated for the purposes set forth for the remainder of the Calendar year ending December 31, 2022.

PASSED AND ADOPTED this 19th day of January 2023.

Hillrey Adams, Mayor

ATTEST:

Scott Liles, City Clerk



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

City of Mountain Home

Project No. 20W01380

AMENDMENT NO. 2

This Amendment No. 2, effective on the date last written below, shall amend the original contract between the City of Mountain Home ("Owner") and Garver, LLC ("Garver"), dated April 16, 2020 (the "Agreement").

This Amendment No. 2 adds/modifies the Services for the:

Water Intake, Transmission Main and Water Treatment Plant Project

The Agreement is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

Appendix A of the Agreement is hereby amended as attached.

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:	Jerry T. Martin, PE
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	Water Team Leader
Date:		Date:	
Attest:		Attest:	



APPENDIX A – SCOPE OF SERVICES

General

The scope of services includes Project Management, Alternative Intake Design Concepts Review, Updated Opinions of Project Construction Cost, Updated Conceptual Designs Technical Memorandum, Regulatory Review, Environmental Clearances and Documentation Updates, Geotechnical Coordination.

I. Project Management

A. *For the Project Management task, GARVER will perform the following:*

- (a) Coordination with team members.
- (b) Conduct internal reviews of deliverables to Owner.
- (c) Submit monthly invoices to the Owner.
- (d) Presentation to Owner on the results of the Intake location reviews.
- (e) Submittal of documents to the United States Army Corps of Engineers (USACE) and the Arkansas Department of Health (ADH).

II. Alternative Intake Design Concepts Review

GARVER will develop updated conceptual site layouts of: (1) a relocated shorter bridge platform style intake closer to shore; (2) a caisson style intake (shaft and micro tunnels) that is inland from the lake.

A. *Updates Opinion of Probable Construction Cost*

GARVER will update the opinion of probable construction costs (OPCC) for the relocated short bridge platform style intake closer to shore and a caisson style (shaft and micro tunnels) intake that is inland from the lake. Estimates will be for conceptual design consideration with an expected range of -30% to +50% of potential construction costs.

B. *Updated Conceptual Designs Technical Memorandum.*

Based on the information developed above, GARVER will develop an updated technical memorandum for the alternate style intakes. This update will be considered an supplement to the original Technical Memorandum.

C. *Regulatory Review*

GARVER will prepare and submit the Updated Conceptual Design Technical Memorandum to:

- United States Corps of Engineers (USACE).
- Arkansas Department of Health (ADH).

GARVER will respond to questions and comments from these Regulatory Agencies as a result of their review of the Technical Memorandum.

III. Environmental Clearances and Documentation

Impacts to the submitted environmental document for the two alternate site locations of the intake will be reviewed to assess any potential needed alterations to the Environmental Clearances and Documentation,



Update the Finding of No Significant Impact (FONSI) document designating the preferred alternative based upon the reviews and submit final draft for approval

IV. Geotechnical Coordination

GARVER will consult with a preferred geotechnical consultant and report in the updated Technical Memorandum on the need and cost for further geotechnical borings required to fully assess the change in site locations.

V. Project Deliverables

The following will be submitted to the Owner.

A. Twelve copies of the Updated Technical Memorandum.

VI. Schedule

GARVER 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:

Updated Conceptual Designs	60 calendar days from Notice to Proceed
Updated Environmental Clearances and Documentation	30 calendar days after Updated Conceptual Designs
Agency Coordination / Approvals	60 (estimated) calendar days after completion of the above listed tasks
Geotechnical and Coordination	30 calendar days
Opinion of Project Construction Cost	30 calendar days
Updated Technical Memorandum	30 calendar days

Note: The above listed calendar days are approximate and subject to adjustment as necessary due to unexpected delays from weather conditions, regulatory agencies requirements, changes in design, etc., that are beyond the control of GARVER.

Work Not Included in Agreement

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

- Change in Concept Design due to changed conditions or further Regulatory Agency changes after previous alternate direction and/or approval.
- Meetings in addition to those listed above.
- Additional requirements required by the USACE or ADH other than those listed above.
- Review required by other Regulatory Agencies other than those listed above.
- Environmental Impact Statement.
- Additional work required to meet USACE regulations that would entail extensive office work and field reconnaissance such as additional cultural resources review, etc.
- 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 additional fee as agreed upon by the Owner and Garver.



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	\$9,000.00	LUMP SUM
Update Conceptual Design Layout	\$47,000.00	LUMP SUM
Update Opinion of Probable Construction Cost	\$19,000.00	LUMP SUM
Updated Environmental Documentation	\$20,000.00	LUMP SUM
Updated Technical Memorandum	\$11,000.00	LUMP SUM
TOTAL FEE	\$ 106,000.00	

The lump sum amount to be paid under this Agreement is \$106,000.00. The payment terms of the original Agreement remain in full force and effect.

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, 2024.



**EXHIBIT D
FORM OF AMENDMENT**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CITY OF MOUNTAIN HOME, ARKANSAS
Project No 22W01381**

AMENDMENT NO. 1

This Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Mountain Home (“Owner”) and Garver, LLC (“Garver”), dated February 10, 2022 (the “Agreement”).

This Amendment No. 1 adds/modifies the Services for the:

Wastewater Treatment Plant Additional Work

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A of the Agreement is hereby amended as follows:

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 fully enclosed in a building, improvements to the Headworks Screw Pumps, Bar Screens, Anoxic Basin Mixers, final clarifier launder covers, Scum Pump replacements, 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 the necessary changes to the existing contact chamber to allow for the tie in of the new Ultraviolet Disinfection System.
 - Design new UV disinfection facility fully enclosed within a building.
 - 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.
 - Install new stainless steel screw pumps.
 - Design for needed electrical equipment installation to power the new screw pumps.



- **Headworks Bar Screens**
 - Demolish the south bar screen and modify the 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.
- **Oxidation ditch DO Measurement and De-Nitrification Analysis**
 - Install new DO meters
 - Provide TM on current De-Nitrification capacity and potential denitrification improvements as required to meet the current discharge permit limits.
- **Anoxic Basin Mixers**
 - Demolish existing anoxic basin mixers.
 - Install new anoxic basin mixers.
- **Final Clarifier Launder Covers**
 - Install covers on final clarifier effluent launders.
- **Scum Pump Station Rehabilitation**
 - Re-pipe and replace existing scum pumps with chopper pumps to pump clarifier scum to the aerobic digesters.
- **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 the existing motor control center inside the Administration Building with a 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).

The 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.

Geotechnical coordination:

- Garver will provide boring exhibit and a scope of services for Owner to hire geotechnical consultant and provide a geotechnical report for the new UV structure.

Survey Coordination:

- Garver will provide a topographic survey of the proposed limits of work.

CMAR Coordination:

- Garver will assist Owner in developing Request for Proposal and selection of a qualified CMAR.
- Garver will coordinate with CMAR monthly and at major design deliverables as needed to receive cost updates from CMAR and to receive constructability reviews from the CMAR.
- The CMAR will be responsible for all Cost Estimates, providing a GMP, and bidding the work packages.

ANRC Coordination

- Garver will assist Owner in the preparation and completion of the Water and Wastewater Advisory Committee (WWAC) application for project approval and funding source recommendation.
- Garver will assist Owner in the preparation and completion of the Arkansas Department of Agriculture-Natural Resources Division (ANRC) Water Plan Compliance (WPC) application for WPC exemption.
- Garver will assist Owner in the preparation and completion of documentation to add the project to the ANRC project priority list.
- Garver will assist Owner in the preparation and completion of the ANRC funding application.
- Garver will assist Owner in the preparation and completion of the Environmental Checklist and Information Document for application of a Categorical Exclusion (CATEX).
- Garver will assist the Owner in the preparation of monthly payment requests from the ANRC loan.

II. Preliminary Design

The Preliminary Design phase submittal will include completed plans and specifications 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, and special provisions.

IV. Bidding Services

During the bidding phase of the project, GARVER will:

- A. Provide construction contract documents availability to prospective bidders on the GARVER website.
- B. Support CMAR Contractor responses to questions and addenda.
- C. Participate in a pre-bid meeting if necessary.
- D. 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 full-time resident construction observation services for the 550-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 550-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.
- E. 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.
- F. 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.

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.
- B. Three copies of the Final Design.
- 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.
- L. Preparation and submission of an Environmental Information Document.

Extra Work will be as directed by the Owner in writing for an additional 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 inform 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 the 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	\$702,000.00	LUMP SUM
Final Design	\$400,000.00	LUMP SUM
Bidding Services	\$47,000.00	LUMP SUM
Construction Phase Services	\$809,000.00	HOURLY RATE
TOTAL FEE	\$ 1,958,000.00	

The lump sum amount to be paid under this Agreement is \$1,958,000.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about June 1, 2023. For the Construction Observation Phase Services, the Owner will pay GARVER the hourly rate of \$166.00 plus expenses.



**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



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:		By:	
	Signature		Signature
Name:	Hillrey Adams	Name:	Jerry T. Martin
	Printed Name		Printed Name
Title:	Mayor	Title:	Arkansas Water Team Leader
Date:		Date:	1/12/2023
Attest:		Attest:	

January 9, 2023

Mr. Arnold Knox
Director of Public Works
City of Mountain Home
720 S. Hickory Street
Mountain Home, AR 72653

RE: PROPOSAL FOR BID REVIEW & CONSTRUCTION ADMINISTRATION SERVICES
FOR THE MOUNTAIN HOME WAYFINDING PROGRAM

Dear Arnold,

This proposal represents a request for additional services for MERJE to act as agent of the City of Mountain Home during the implementation of the Wayfinding Project. The following Bid Review and Construction Administration tasks will be performed.

SCOPE OF WORK

A. Bid Assistance and Review

- Attend Pre-Bid Meeting (via tele-conference)
- Answer Bidder Questions and respond to Requests For Information (RFI's)
- Provide information necessary for client to release Addendums to Bid (if necessary)
- Review Bids with client to confirm compliance with drawings and unit cost appropriateness
- Check References of preferred vendor(s)

Note: The client shall coordinate all bid process tasks, including; advertising, administration, receiving of bids and bid results tabulation.

B. Construction Administration

- Field verify and mark-out final sign locations/placement with the contractor prior to installation (Trip #1)
- Attend Construction Meetings (via tele-conference)
- Review and approve submittals: Shop Drawings, Product Sheets and Material Samples.
- Review and assist with Graphic Layouts
- Provide information during the fabrication and installation process.

Prepare Punchlist: Upon substantial completion of the signage, punch-list (on-site) all items that must be Completed and/or corrected prior to final acceptance by the client. (Trip #2)

COMPENSATION

Based on the Scope of Services outlined above, we propose the following compensation.

A. Bid Assistance and Review	\$ 3,500
B. Construction Administration	\$ 15,450
C. Reimbursables (2 Trips)	\$ 4,000
TOTAL FEE	\$ 22,950



We appreciate you considering MERJE to provide the services for this project. If you have any questions regarding the above, please feel free to contact me. If you find everything in order please sign and return a copy of this letter for our files.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,

A handwritten signature in black ink that reads 'John Bosio'.

John F. Bosio
Principal
MERJE

APPROVED

Signature

Date

Print Name

Title

SPECIFICATIONS

MENU OF SIGN TYPES

This menu of sign types is a general overview of system. Reference drawings in Sections A, D, E, and F for materials, colors, sizes and construction details.

NOTES:

1. Fabricator to verify the mounting conditions and provide a detail drawing for each mounting condition to be fabricated. Fabricator shall obtain approval from the Designer or Client for placement, location, and fasteners to be fabricated.
2. All vinyl and painted surfaces shall receive a compatible anti-graffiti (and UV) clear coat or vinyl over laminate.
3. Hardware: All exposed hardware shall be tamper proof fasteners.
4. Contractor shall provide shop drawings for all structural components, signed and sealed by a licensed engineer in the State of the project.

ENVIRONMENTS & EXPERIENCES

merje

DATE	11/22/22
------	----------

DRAWN BY: MP

These drawings are meant for DESIGN
INTENT ONLY and are not for construction.

dimensions and conditions of the job. Contractor shall be familiar with the site and conditions

it presents. This office must be located or any variations from the dimensions and conditions

Post & Panel

Primary Monument Gateway

REVISIONS

	SHEET NO.
--	-----------

3/4/20

15

SPECIFICATIONS

MENU OF SIGN TYPES

This menu of sign types is a general overview of system. Reference drawings in Sections A, D, E, and F for materials, colors, sizes and construction details.

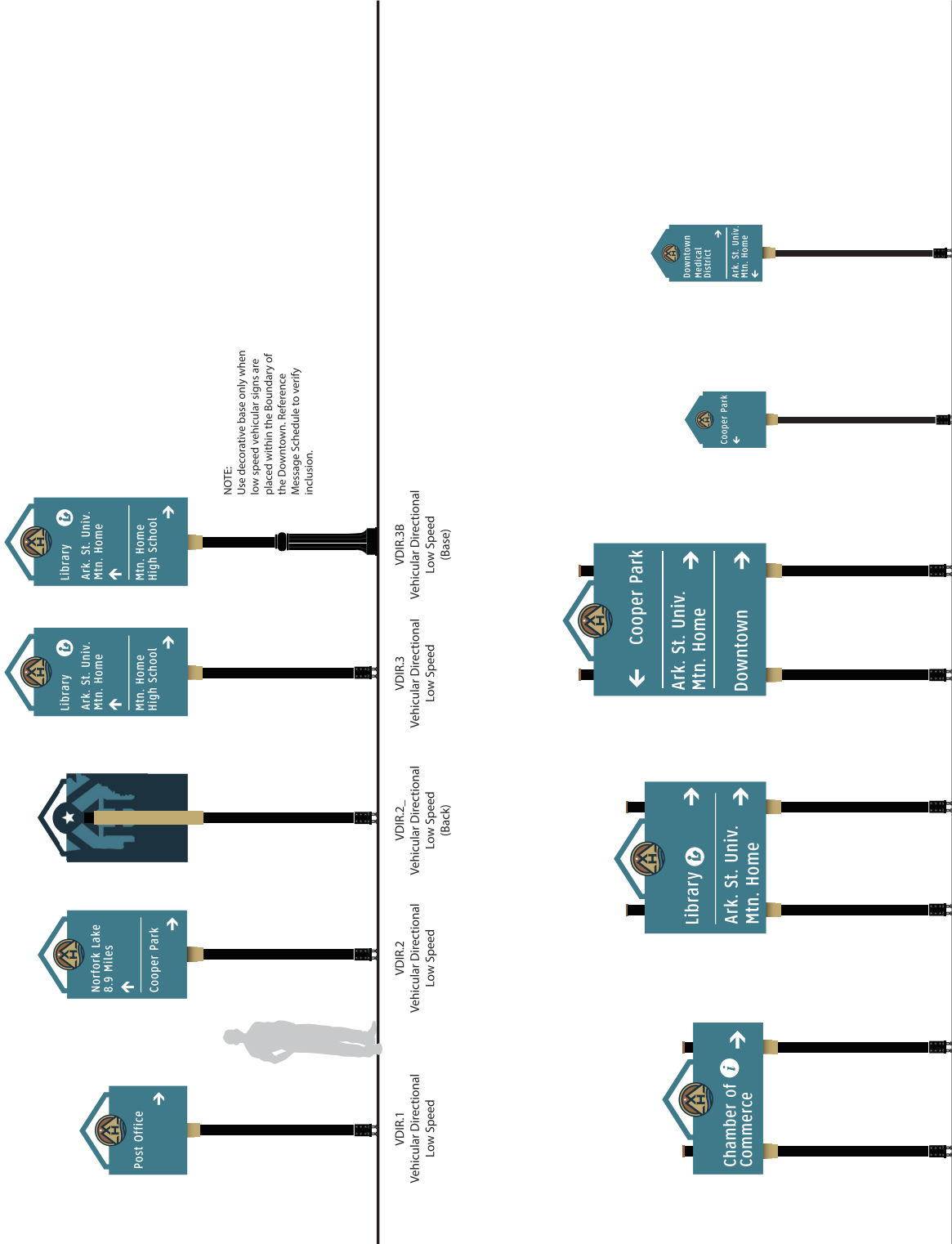
NOTES:
1. Fabricator to verify the mounting conditions and provide a detail drawing for each mounting situation, prior to fabrication. Fabricator shall obtain approval from the Designer or Client for placement prior to fabrication.
2. All vinyl and painted surfaces shall receive a compatible anti-graffiti (and UV) clear coat or equivalent.
3. Hardware: All exposed hardware shall be tamper proof fasteners.
4. Contractor shall provide shop drawings for all structural components, signed and sealed by a licensed engineer in the State of the project.

ENVIRONMENTS & EXPERIENCES

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

merje

DATE	11/22/22	CLIENT / PROJECT
DRAWN BY:	MP	Mountain Home, AR Wayfinding Program
These drawings are created for RES201, INTERIM ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor is to provide shop drawings for all structural components. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and dimensions shall be provided to the client for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.		
100% Final Submission_V1		
PROJECT NO.		
SHEET TITLE		
Vehicular Signs		
REVISIONS		
SHEET NO.		
C.2		



MENU OF SIGN TYPES

NOTES:

1. Fabricator to verify the mounting conditions and provide a detail drawing for each mounting situation, prior to fabrication. Fabricator shall obtain approval from the Designer or Client for placement prior to fabrication.
2. All vinyl and painted surfaces shall receive a compatible anti-graffiti (and UV) clear coat or vinyl over laminate.
3. Hardware/All exposed hardware shall be tamper proof fasteners.
4. Contractor shall provide shop drawings for all structural components, signed and sealed by a licensed engineer in the State of the project.

merje

merje

120 North Church Street
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DATE 11/22/22

DRAWN BY: MP

These drawings are meant for DESIGN	100% Final Submission_V1
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dimensions and conditions of the job. Contractor shall be familiar with the site and conditions

variations from the dimensions and conditions

Parking & Park Signs

REVISIONS

	SHEET NO.
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The image displays 12 distinct signage designs for a park, organized into four groups of three. Each design features a logo at the top, which consists of a stylized 'A' and 'S' inside a circle, set against a background of a mountain and a river.

- Trail Name Signs:** These signs are rectangular with a dark blue background and white text. They feature a small brown tab on the left side. The text reads "TRAIL NAME".
- Park Rules Signs:** These signs are rectangular with a green background and white text. They feature a small brown tab on the left side. The text reads "PARK RULES" and includes a list of rules.
- Directional Signs:** These signs are rectangular with a green background and white text. They feature a small brown tab on the left side. The text reads "DR. RAY STAHL SOCCER COMPLEX" and "4667 HWY. 5 SOUTH".
- Parking Signs:** These signs are rectangular with a blue background and white text. They feature a small brown tab on the left side. The text reads "EAST 7TH ST PARKING LOT" and "FREE PUBLIC PARKING".