

MOUNTAIN HOME CITY COUNCIL REGULAR MEETING AGENDA

THURSDAY, NOVEMBER 7, 2024 @ 5 P.M.
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING
720 HICKORY STREET, MOUNTAIN HOME, ARKANSAS

Pledge of Allegiance
Prayer
Roll call
Minutes from the October 17TH Council meeting
Committee reports
Bank reconciliations
Agenda additions
Announcements



OLD BUSINESS

NEW BUSINESS

AN ORDINANCE DIRECTING AND ORDERING REMOVAL OR RAZING OF THE BUILDINGS LOCATED AT 1417 HALLMARK CIRCLE, MOUNTAIN HOME, AR, presented by Todd Pease and Roger Morgan

AMENDMENT TO THE SW COLLECTION SYSTEM PROJECT, presented by Steve Hill

AN ORDINANCE DEFINING THE COMPENSATION PLAN FOR THE CITY CLERK IN ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE CITY OF MOUNTAIN HOME; AND TO REPEAL ORDINANCE NO. 2014-7 AND ORDINANCE NO. 2022-48; presented by Scott Liles

ADOPTION OF THE PROPOSED WASTE CONNECTIONS CONTRACT, presented by Hillrey Adams

DISCUSSION AND POSSIBLE SALE OF MOUNTAIN HOME FIRE STATION NO. 2 (84 SUNSET DRIVE), presented by Hillrey Adams

COMMENTS

ADJOURN

Respectfully submitted,
Scott Liles, City Clerk

MINUTES
REGULAR CITY COUNCIL MEETING – Thursday, October 17th, 2024

1. The Mountain Home City Council met in regular session on October 17, 2024, in the Council Chambers of the Municipal Building. Mayor Hillrey Adams called the meeting to order at 5 p.m.
2. **CITY OFFICIALS IN ATTENDANCE** Mayor Hillrey Adams, City Clerk Scott Liles, City Attorney Roger Morgan, Treasury Director Alma Clark, Public Works Director Steve Hill, Police Chief Eddie Griffin and Parks Director Daniel Baxley.
3. **MEDIA IN ATTENDANCE** Caroline Spears of the Baxter Bulletin. The meeting was also streamed on Facebook by XL-7 TV.
4. **ROLL CALL** Following the Pledge of Allegiance and an invocation, the following Council members were present for the roll call: Bob Van Haaren, Susan Stockton, Jennifer Baker, Paige Evans, Carry Manuel, Jim Bodenhamer and Nick Reed. Council member Wayne Almond was absent.
5. **APPROVAL OF THE OCTOBER 3RD MINUTES** Council member Jennifer Baker made a motion to approve the minutes from the Council's October 3rd meeting. The motion was seconded by Council member Susan Stockton. *The vote was recorded as follows: Yes – All present. Absent – Wayne Almond. The motion carried, and the October 3rd minutes were adopted.*

CITY CLERK'S NOTE *The October 3rd City Council minutes also includes the minutes from the October 3rd public hearing on potentially abandoning an undeveloped utility easement in the Big Creek subdivision.*

6. **NEW BUSINESS**

AN ORDINANCE AMENDING ORDINANCE NO. 296, AS AMENDED, WITH REFERENCE TO ZONING WITHIN THE CITY LIMITS OF MOUNTAIN HOME, ARKANSAS, RELATIVE TO CHANGING AREA ZONED AS RESIDENTIAL R-1 TO RESIDENTIAL R-4 If approved, this Ordinance would rezone property located east of Silzell Drive and west of Big Creek Estates from Residential R-1 to Residential R-4. The property's owner, Mountain Land Group, plans to develop 139 townhouses on the property as an expansion to the existing Big Creek subdivision. City Attorney Roger Morgan placed the proposed Ordinance on its first reading in its entirety.

SECOND READING After the item's first reading, Council member Bob Van Haaren made a motion to suspend the rules and place the item on its second reading by title only. That motion was seconded by Council member Jim Bodenhamer. *The vote was recorded as*

follows: Yes – All present, Absent – Wayne Almond. The motion carried and the proposed Ordinance was read a second time.

THIRD READING Following the second reading, Council member Bob Van Haaren made a motion to suspend the rules and place the item on its third reading by title only and drew a second from Council member Jim Bodenhamer. *The vote was recorded as follows: Yes – All present, Absent – Wayne Almond. The motion carried and the proposed Ordinance was read a third time.*

ADOPTION Following the item's third reading, Council member Bob Van Haaren made a motion to adopt the proposed Ordinance and was seconded by Council member Jim Bodenhamer. *The vote was recorded as follows: Yes – All present, Absent – Wayne Almond. The Ordinance was declared adopted and numbered Ordinance No. 2024-18.*

FOURTH QUARTER BUDGET ADJUSTMENTS Financial Director Alma Clark presented the Council with a series of quarterly budget adjustments. These adjustments include both the third and fourth quarters of the year, since no adjustments were made during the third quarter. All the proposed adjustments were revenue neutral and merely moved funds from one account line to another. Council member Paige Evans asked about the City's IT expenses and if additional IT expenditures were expected. Clark replied that the proposed adjustments should cover the City through the end of December. Council member Jennifer Baker made a motion to approve the proposed budget adjustments and was seconded by Council member Bob Van Haaren. *The vote was recorded as follows: Yes – All present, Absent – Wayne Almond. The motion carried and the budget revisions were adopted.*

CITY CLERK'S NOTE *A copy of the budget revisions presented to Council may be found in the October 17th exhibit files packet.*

A RESOLUTION AMENDING THE CITY'S 2024 BUDGET AND ARPA GRANT BUDGET TO APPROPRIATE COSTS If approved, this Resolution would amend the City's 2024 budget and its ARPA grant budget to move roughly \$2.6 million in unspent ARPA funds into line items to cover the salaries for Public Works employees. All ARPA funds must be obligated (either spent or held in reserve to pay off a signed contract) by December 31, 2024. The City has several Water and Sewer projects in the works whose expense was going to be covered by ARPA funds, but those projects have been slow going and are not at the point where contracts could be signed and that money earmarked. As an alternative, the proposed Resolution would allocate the ARPA funds to cover city worker salaries (an ARPA-approved expense), while the funds previously earmarked for those salaries would then be used to finance the planned capital projects. Council member Bob Van Haaren made a motion to adopt the Resolution and was seconded by Council member Jennifer Baker. *The vote was recorded as follows: Yes – All present, Absent – Wayne Almond. The Resolution was declared adopted and numbered Resolution No. 2024-26.*

CITY CLERK'S NOTE *A copy of the spreadsheet presented to Council in discussion of transferring the ARPA funds may be found in the October 17th exhibit files packet.*

7. **ADJOURNMENT** With no further business to come before the council, Council member Bob Van Haaren made a motion to adjourn the meeting and drew a second from Council member Susan Stockton. *A voice vote was recorded as follows: Yes – All present, Absent – Wayne Almond. Mayor Hillrey Adams then declared the meeting adjourned at 5:14 p.m.*

HILLREY ADAMS, MAYOR

ATTEST:

SCOTT LILES, CITY CLERK

Street Committee Meeting
October 15, 2024 – 12:30 p.m.

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

Present were, Scott Manchester, Assistant Director of Streets; Jim Bodenhamer, Paige Evans, Susan Stockton and Jennifer Baker, Committee members; also present was Steve Hill, Director of Public Works.

The Street Report for September 2024 was reviewed.

The Access Road to the Community Center is going well. Scott reported this is the road going to the Community Center; curb and gutter on that road and around the parking lots tis what the crew is working on at this time. The total cost to date is \$259,524.69.

The cost to the Community Center through September 30 is \$1,486,018.91, of this total, the Street Department has been reimbursed \$283,144.09. Scott reported the steel has gone up and the roof is going on.

The 6th Street Rebuild project has been completed at a cost of \$361,943.20. Scott said the crew did a fine job on that project.

Overlays have been completed this week. The total cost through September 30 is \$407,186.70. Scott said they finished with South Street and 2nd Street.

The crew working on the rebuild of Redbud Street and Windbrook Street are pouring curb at this time on Windbrook. Culvert pipe had been installed earlier on Windbrook. Scott said he would like to have the crew finish up with sidewalk on Windbrook before they start on Redbud. The cost to date is \$46,713.55.

The rebuild project at Carlile Highlands is going well. The curbing has been completed, and Scott said he expects paving to begin sometime next week. He told the Committee the Maintenance crew has completed digging out Turnage Trail and they are now digging out Deer Path. The cost of this project is \$139,474.86.

Maintenance for the month of September totaled \$24,258.91.

Jim asked if we were fully staffed, and Scott reported that one left today, so they are going to advertise for a Laborer.

The Budget Summary was reviewed, and Scott reported there were no issues. Steve told the Committee that he would be presenting some adjustments to the Council at Thursday's meeting.

There was a discussion about the Street Sign line item in the Budget. The amount of \$515,000 was budgeted for the Wayfinding program, and Steve asked the Committee if we were going to go forward with this purchase. If not, he said he could use that money elsewhere. Scott said he had discussed this with Arnold, who said the Committee didn't seem too interested in it, so he dropped it. Jim

said it sounded good when it was brought up, but there is a Budget session coming up November 12; Steve said we could discuss it then. Susan added it would be something to think about more. Steve added, there was another adjustment he wanted to make to the Budget, asking for the Salary line to be increased and adding two more employees for the Maintenance crew. Scott said, throughout the Summer, now that we are doing our own paving, this is the Maintenance crew; while paving there are not as many to do regular maintenance, including trimming limbs, etc. He told the Committee he has 2, 2-man crews from other crews, going around trimming weeds at the curbs and cleaning off sidewalks throughout the city. The extra two guys that we would hire, can do this, along with sign maintenance, cleaning ditches and the other things the Maintenance crew does regularly every month.

Jennifer mentioned the Wayfinding system again, it was a good idea, but it was the expense that would be setting us back, it was more than they thought it would cost. It looked good and she said she'd like to see signage to point out things, for example, the hospital and police department, and that sort of thing. She said they were expensive, so we might want to scale down what we wanted to purchase. She said there were some signs on the plans that weren't as crucial as others. Paige said she had done research on the Wayfinding program throughout Arkansas, and she said it appears most of the cities had used grants to use for their funding of the signs. She added, it was exuberant for Mountain Home to use tax dollars to pay for what many cities received grants for their Wayfinding signs. She added, maybe if we partnered with someone

for a grant, and asked if maybe we could use some money from the Public Safety Tax to pay for signage, for special things like the police department, and the fire department, and possibly the hospital. Maybe we could use some of those tax dollars to put up signs just for those, the safety part. Maybe that is something that can be looked at, using safety funds for those types of signs. Jim said he had that same discussion with the Mayor and appreciated Paige researching this. Scott reminded the Committee that most of these signs will be on the state highway, and this is why they are so expensive. There was more discussion and Jim said it would be brought up at the Budget meeting.

Susan asked when ARDOT would be starting on the bridge at 9th Street. Scott said some power poles have been moved; Steve said the City is still working with property owners on the easements, and there are still city utilities that need to be moved.

There was discussion about the 25-mph speed limit on streets that are not marked. Scott said there used to be signs on the population signs at the City limits, but they are no longer there. There is an ordinance that states the 25 mph limit, and putting 25 mph speed limit signs on every street would be too costly.

The meeting was adjourned at 12:50 p.m.



Public Safety Committee

REGULAR MONTHLY MEETING

October 15, 2024

The meeting was called to order at 2:01pm, by Wayne Almond, in Council Chambers.

Committee members

Committee Chairman Wayne Almond - Present

Jim Bodenhamer – Present

Carry Manuel – Present

Bob Van Haaren - Present

City officials

Fire Chief Kris Quick

Police Chief Eddie Griffin

City Clerk Scott Liles

City employees

Operations Manager Toni Taylor (meeting minutes)

POLICE/FIRE REPORTS Fire Chief Kris Quick and Police Chief Eddie Griffin delivered their monthly reports and figures to the Committee.

1. **Hostage Negotiator Training**

Mike Day and Lacy Holland attended hostage negotiator/crisis negotiator training in Camp Dodge, Iowa. The training was free and beneficial, and there are plans to send more personnel in the future.

2. **New Police Department Construction**

The new police department is progressing well, with drywall installation expected to start next week. The estimated completion date is April 1, 2025.

3. **PD Dispatch Audit**

The ACIC dispatch audit was completed successfully, with everything passing.

4. **Carlton Smith's Police Academy Training**

Carlton Smith is in his ninth week at the Police Academy and has three to four weeks remaining. After graduation, he will undergo six weeks of FTO before being released to work.

5. **FD Call Volume Statistics**

Call volume this year compared to last year is up by less than 10% for the month. The increase is attributed to factors like having five weekends in a month.

6. Hose and Pump Testing

Hose testing was completed in September, and pump testing for fire trucks started in October. Ladder testing is scheduled for October 14 and is expected to be completed in one day.

7. New Fire Station Construction

The new fire station construction is ongoing, with steel and wood trusses being installed. The estimated completion date is April 2025.

8. Old Fire Station Sale

The old fire station was put out for sale but the initial offer was rejected. No further updates on the sale.

9. New Reporting Software

The fire department is adjusting to new reporting software after an update, and there are some challenges with the new system.

10. Signal Light for Emergency Vehicles

Discussion about installing a signal light for emergency vehicles at a busy intersection. The light will likely be yellow and turn red when activated by emergency vehicles.

ADJOURN With no more business to discuss, the meeting adjourned at 2:11 pm

NEXT MEETING Will be held on November 19, 2024, at 2 pm. in Council Chambers.

Mountain Home Fire Department

Public Safety Meeting

October 15th, 2024

1. Starting this month, we will be pump testing the fire engines. We do all of them in-house except for the Tower Ladder. We have a company pump test the Tower Ladder because it's a 2000 GPM pump and we don't have all the equipment to do it.
2. Hose testing was finished in September.
3. Will begin servicing all the apparatus this month.
4. Ladder testing is set for November 14th.
5. We had 307 runs for September 2024. For the same month last year, the total runs were 304. From January to the end of September of 2024, we had 2,677 runs. From January to the end of September of 2023 were 2,522.

Filter statement

Filters

Alarm Date Range 9/1/24 to 9/30/24 | **Is Locked** true | **Is Active** true

Fire Incidents YTD

Total Incident C...

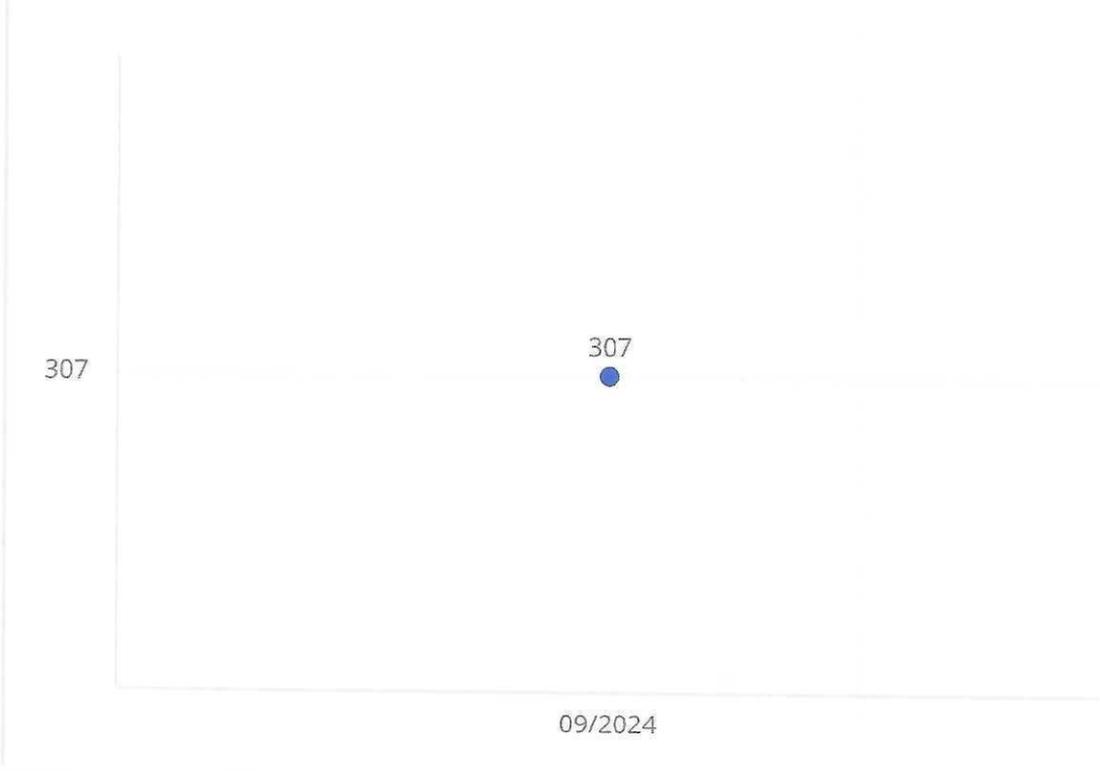
Incident Count by Month

Count of Incidents
307

307

307

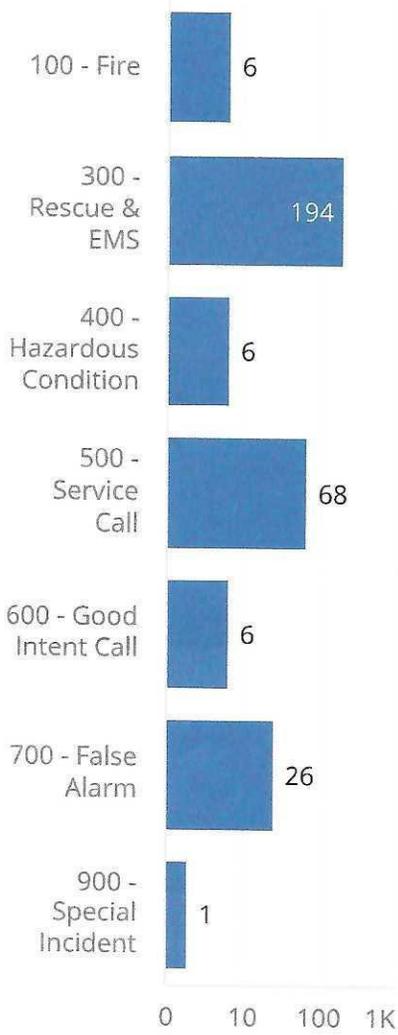
09/2024



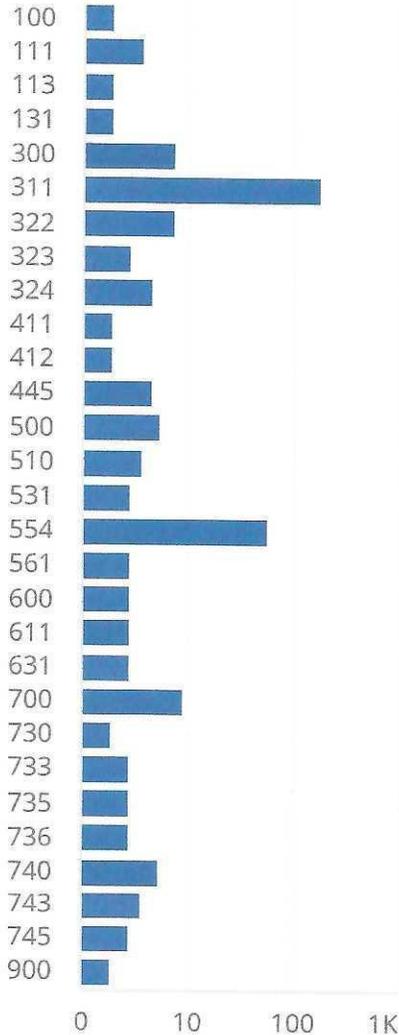
Filter statement

Filters **Alarm Date Range** 9/1/24 to 9/30/24 | **Is Locked** true | **Is Active** true

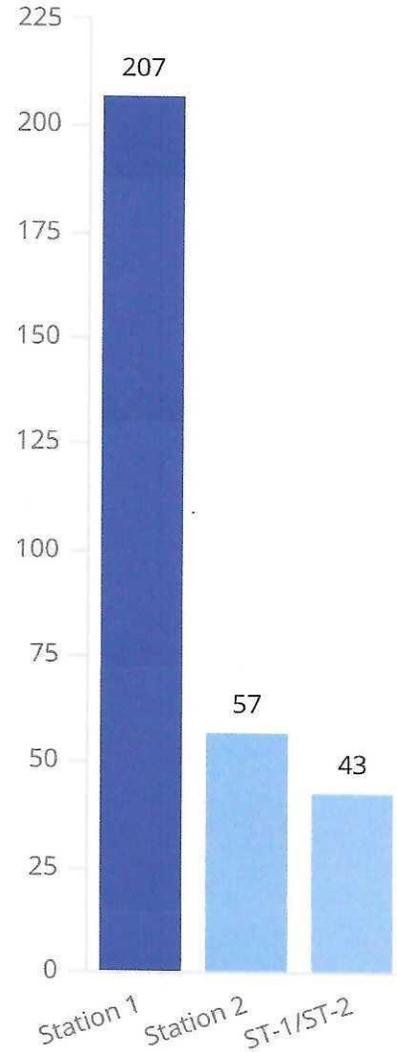
Percent of Incident Responses ...



Percent of Incident Responses ...



Incident Count by Station



Filter statement

Filters **Alarm Date Range** 9/1/24 to 9/30/24 | **Is Locked** true | **Is Active** true

Count of Incident Responses by Shift

Shift	09/2024		%	#
	%	#		
A Shift	35.66%	97	35.66%	97
C Shift	33.46%	91	33.46%	91
B Shift	30.9%	84	30.9%	84
Grand Total	100%	272	100%	272

Count of Incident Responses by Unit Name (Top Ten by Count)

Unit Name	09/2024		%	#
	%	#		
75235	58.82%	160	58.82%	160
75E2	25.00%	68	25.00%	68
75E1	14.34%	39	14.34%	39
75R1	11.76%	32	11.76%	32
75L1	5.15%	14	5.15%	14
75E4	4.78%	13	4.78%	13
Stand-by Station	4.41%	12	4.41%	12
75203	2.21%	6	2.21%	6
75106	1.84%	5	1.84%	5
75101	1%	2	1%	2
Grand Total	99.26%	270	100%	272

Previous Month ▾

Sep 1, 2024 - Sep 30, 2024 ▾

Inspection Type	Scheduled Date	Inspector	Inspection Number	Last Inspection	Next Inspection	Address	City/State/Zip
Annual	09/12/2024	Lofton, Sh..	306	08/13/2024	08/13/2025	1954 Buzzard Roost ...	Mountain Home, AR, 72653
Annual	09/03/2024	Lofton, Sh..	332		09/03/2025	300 Library Hill	Mountain Home, AR, 72653
Annual	09/03/2024	Lofton, Sh..	333		09/03/2025	300-1 Library Hill	Mountain Home, AR, 72653
Annual	09/03/2024	Lofton, Sh..	334		09/03/2025	1 E 7th ST	Mountain Home, AR, 72653
Annual	09/03/2024	Lofton, Sh..	335		09/03/2025	684 Green Valley DR	Mountain Home, AR, 72653
Annual	09/03/2024	Lofton, Sh..	336		09/03/2025	750 Green Valley DR	Mountain Home, AR, 72653
Annual	09/11/2024	Lofton, Sh..	347		09/11/2025	117 River Lodge DR	Mountain Home, AR, 72653
Annual	09/11/2024	Lofton, Sh..	348		09/11/2025	2062 Hwy 62 W	Mountain Home, AR, 72653
Annual	09/11/2024	Lofton, Sh..	349		09/11/2025	165 Jerry Baker LN	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	355		09/17/2025	609 S Baker ST	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	356		09/17/2025	901 Burnett DR	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	357		09/17/2025	907 Burnett DR	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	358		09/17/2025	605 Gray ST	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	359		09/17/2025	502 S Hickory ST	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	360		09/17/2025	994 Water Plant RD	Mountain Home, AR, 72653
Annual	09/17/2024	Lofton, Sh..	361		09/17/2025	955 Wallace Knob RD	Mountain Home, AR, 72653
New Business	09/23/2024	Lofton, Sh..	373			226 E 1st ST	Mountain Home, 72653
Reinspection	09/04/2024	Lofton, Sh..	342			312 Bomber BLVD	Mountain Home, AR, 72653-4607
New Business	09/23/2024	Lofton, Sh..	370			335 E 2nd ST	Mountain Home, 72653
Fire Protection System Inspection	09/27/2024	Lofton, Sh..	374	08/16/2024		963 Highway 62 E	Mountain Home, AR, 72653-3213
New Business	09/27/2024	Lofton, Sh..	375			1106-9 US-62 HWY E	Mountain Home, AR, 72653



Mountain Home Police Department

- A duty to serve, an honor to protect -

424 West 7th Street • Mountain Home, Arkansas 72653

Office 870.425.6336 • Fax (870) 425.6092

www.mtnhomepolice.com

Edward Griffin, Chief of Police



PUBLIC SAFETY COMMITTEE

10/15/2024

- Lieutenant Day and Lieutenant Holland attended a Hostage/Crisis Negotiators class in Camp Dodge, Iowa.
- Construction is going well at the new police department.
- Mountain Home Police Depart passed an audit conducted the Arkansas Crime Information Center.
- Carlton Smith is in week 9 of the police academy.
- Statistics
 - Criminal Investigation Division (CID)
 - Code Enforcement
 - Patrol Division
 - School Resource Officer Division (SRO)
 - Uniform Code Report (UCR)
 - Nature Code Report (Dispatch)



MOUNTAIN HOME POLICE DEPARTMENT
Detective Classification Assigned/Cleared
Dates From 09/01/2024 Through 09/30/2024

Classification	Count	% To Total	Assigned	Cleared
ARSON	1	1.37	1	0
ASSAULT-F	2	2.74	2	2
ASSAULT-M	3	4.11	3	1
ASSIST OTHER AGENCY	1	1.37	1	1
BATTERY-M	2	2.74	2	2
BREAKING OR ENTERING FROM VEHI	7	9.59	7	0
CRIMINAL ATTEMPT	1	1.37	0	0
CRIMINAL MISCHIEF-M	1	1.37	2	3
CRIMINAL TRESPASS	1	1.37	0	0
DELIVERY OF CONTROLLED SUBSTAN	3	4.11	3	1
DISORDERLY CONDUCT	1	1.37	1	1
FRAUD	4	5.48	4	1
HARASSMENT	4	5.48	4	3
INCIDENT	6	8.22	6	9
KIDNAPPING	1	1.37	1	0
POSS OF CONTROLLED SUBSTANCE-F	8	10.96	8	5
POSS OF CONTROLLED SUBSTANCE-M	1	1.37	1	1
POSSESSION OF DRUG PARA	1	1.37	1	1
ROBBERY	1	1.37	1	0
SEXUAL MISCONDUCT	1	1.37	1	1
TERRORISTIC THREATENING	4	5.48	5	5
THEFT-F	7	9.59	7	4
THEFT-M	9	12.33	8	7
VIDEO VOYEURISM	1	1.37	1	1
VIOLATION OF PROTECTION ORDER	1	1.37	1	1
WARRANT	1	1.37	1	1



MOUNTAIN HOME POLICE DEPARTMENT
Detective Classification Assigned/Cleared
Dates From 09/01/2024 Through 09/30/2024

Classification	Count	% To Total	Assigned	Cleared
Reported Cases	73		72	51



MOUNTAIN HOME POLICE DEPARTMENT

Code Enforcement Stats - By Report Type

Report Dates From 09/01/2024 Through 09/30/2024

Report Type	Count	% To Total
1993-021 STREETS & SIDEWALKS (DRAINAGE, ROW MAINTENANCE)	1	1.12
2019-34, SEC. 7 PORTABLE AND TEMPORARY SIGNS	4	4.49
2020-20 MAINTENANCE OF REAL PROPERTY	83	93.26
2022-29 UNSANITARY CONDITIONS	1	1.12

Report Count: **89**



MOUNTAIN HOME POLICE DEPARTMENT
Activity Summary - By Activity Type - Patrol
Dates From 09/01/2024 Through 09/30/2024

Description	Count
FUNERAL ESCORT	7
WELFARE CHECK	56
OTHER DEPARTMENT ARREST	4
MOTORIST ASSIST	14
DRE EVALUATION	2
OFFICER ASSIST	278
PARK CHECK	661
SCHOOL CHECK	117
BREATH TEST ADMINISTERED	5
RESIDENT ASSIST	1
CRIMINAL ARREST	53
TRAFFIC ARREST	19
ANIMAL CALL	23
TRAINING	8
DRUG ARREST	3
WARRANT OF ARREST	37
ANIMAL CALL / TRAPS	8
COURT APPEARANCE	7
OTHER DISTURBANCE	50
ALARM CALL	17
CITIZEN CONTACT	28
BUILDING CHECK	173
INCIDENT / OFFENSE REPORT	129
FINGERPRINT	12
SEARCH - VEHICLE	20
DOMESTIC VIOLENCE	22
MEDICAL ASSIST	38
SECURED WEAPONS	243
VEHICLE / EQUIPMENT INSPECTION / MAINTENANCE	232
OTHER PUBLIC SERVICE	78
TRAFFIC STOP	269
ACCIDENT INVESTIGATION	60
WARNING GIVEN	229
VEHICLE UNLOCK	59
ADMINISTRATIVE DUTIES	98
FIRE DEPARTMENT ASSIST	22



MOUNTAIN HOME POLICE DEPARTMENT
Activity Summary - By Activity Type - Patrol
Dates From 09/01/2024 Through 09/30/2024

Description	Count
SEARCH - K9	10
COMPLAINT	398
Count: 3490	



MOUNTAIN HOME POLICE DEPARTMENT

Activity Summary - By Activity Type - SRO

From 09/01/2024 Through 09/30/2024

Activity / Event	Count	As Substitute	Total Count	% To Total
Accidents - Parking Lot	1	0	1	0.11
Accidents - Pedestrian/Vehicle	0	0	0	0.00
Accidents - Property Damage	0	0	0	0.00
Accidents - Street	0	0	0	0.00
Administrative Duties	35	0	35	3.69
Alcohol Arrest - (notate citation # in note section)	0	0	0	0.00
Assist. - F. D.	1	0	1	0.11
Assist. - Other Agency	4	0	4	0.42
Assist. - School Admin.	116	5	121	12.76
Athletic Event (Other) - notate quantity	0	0	0	0.00
Baseball Game(s) - notate quantity	0	0	0	0.00
Basketball Game(s) - notate quantity	0	0	0	0.00
Classes Given	47	2	49	5.17
Classroom Activity	2	0	2	0.21
Classroom Lectures - MHPS	2	0	2	0.21
Classroom Lectures - Public	0	0	0	0.00
Consultation - Female Students	29	0	29	3.06
Consultation - Male Students	58	1	59	6.22
Consultation - Parents	32	1	33	3.48
Court Appearances	1	0	1	0.11
Criminal Arrest - (notate citation # in note section)	6	0	6	0.63
DRE - call out/investigation	0	0	0	0.00
Drug Arrest - (notate citation # in note section)	0	0	0	0.00
Faculty Assist - (MHPS)	108	0	108	11.39
Football Game(s) - notate quantity	10	0	10	1.05
Incident Report - (notate report # in note section)	4	0	4	0.42
K-9 Training (Monthly)	1	0	1	0.11
Medical Assist	11	1	12	1.27
Meetings - Department/City Wide (only)	3	0	3	0.32



MOUNTAIN HOME POLICE DEPARTMENT

Activity Summary - By Activity Type - SRO

From 09/01/2024 Through 09/30/2024

Activity / Event	Count	As Substitute	Total Count	% To Total
Meetings - Other	3	0	3	0.32
Meetings - School	18	1	19	2.00
Meetings - SRO Divisional	6	0	6	0.63
MHPS Building or Property Perimeter Check	191	2	193	20.36
Miscellaneous	16	0	16	1.69
Motorist Assist	4	0	4	0.42
Offense Report - (notate report # in note section)	3	0	3	0.32
Officer Assist	67	3	70	7.38
Public Service	15	1	16	1.69
Referrals/Other agency assist	0	0	0	0.00
Soccer Game(s) - notate quantity	0	0	0	0.00
Softball Game(s) - notate quantity	0	0	0	0.00
Special Events - Non Athletic	2	0	2	0.21
Time Off - Bereavement - (+ 1 for each day off - notate hrs in note section)	0	0	0	0.00
Time Off - Comp. - (+1 for each day off - notate hrs in the note section)	1	0	1	0.11
Time Off - Personal Day - (+1 for each day off - notate hrs in note section)	0	0	0	0.00
Time Off - Sick - (+1 for each day off - notate hrs in note section)	1	0	1	0.11
Time Off - Vacation - (+1 for each day off - notate hrs in note section)	2	0	2	0.21
Track Meet(s) - notate quantity	1	0	1	0.11
Traffic Arrest - (notate citation # in note section)	0	0	0	0.00
Training - (notate training/class name in note section)	15	0	15	1.58
Trespass Warning	0	0	0	0.00
Vehicle Unlock	1	0	1	0.11
Vehicle/Equipment Inspection/Maintenance	5	0	5	0.53
Volleyball Game(s) - notate quantity	11	0	11	1.16
Warrant - MHPD	0	0	0	0.00
Warrant - Other Agency	0	0	0	0.00



MOUNTAIN HOME POLICE DEPARTMENT

Activity Summary - By Activity Type - SRO

From 09/01/2024 Through 09/30/2024

Activity / Event	Count	As Substitute	Total Count	% To Total
Weapon Secured	97	1	98	10.34
Wrestling Match(es) - notate quantity	0	0	0	0.00
Total Activity / Events: 930		18	948	



MOUNTAIN HOME POLICE DEPARTMENT

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 09/01/2024 00:00 Through 09/30/2024 23:59

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
AGGRAVATED ASSAULT	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14
ARSON	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
ASSAULT - 3RD DEGREE CLASS C MISD	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
ASSISTING OTHER AGENCY	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14
BATTERY - 3RD DEGREE CLASS A MISD	0	0	0	0	0	0	0	0	4	0	0	0	4	2.29
BREAKING OR ENTERING(BUILDING, STRUCTURE, VEHICLE)	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
COMMUNICATING FALSE ALARM	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
COMPUTER FRAUD	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CONTRIB.TO DELIQ.OF MINOR	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CONTRIBUTING TO DELINQUENCY OF A JUVENIL	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CONTROLLED SUBSTANCE, POSSESSION	0	0	0	0	0	0	0	0	8	0	0	0	8	4.57
CRIMINAL ATTEMPT	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CRIMINAL MISCHIEF 2ND DEGREE(RECKLESSLY)	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CRIMINAL MISCHIEF IN THE FIRST DEGREE(PURPOSELY)	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
CRIMINAL TRESPASS - CLASS A MISD	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14
CRIMINAL TRESPASS - CLASS C MISD	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
DELIVERY OF METHAMPHETAMINE OR COCAINE	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
DISORDERLY CONDUCT	0	0	0	0	0	0	0	0	7	0	0	0	7	4.00
DOMESTIC ASSAULT 3RD DGREE CLASS C MISD	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
DOMESTIC BATTERY-3RD-CLASS A MISD	0	0	0	0	0	0	0	0	5	0	0	0	5	2.86
DRINKING IN PUBLIC - CLASS C	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
DRIVING WHILE LICENSE SUSP/REV FOR DWI	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
DRUG PARAPHERNALIA, POSSESSION	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
DWI 1ST DRUGS	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
DWI 1ST OFF	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
DWI 3RD OFF	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
FLEEING	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
FOUND PROPERTY	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14



MOUNTAIN HOME POLICE DEPARTMENT

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 09/01/2024 00:00 Through 09/30/2024 23:59

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
FRAUD	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71
FRAUDULENT USE OF A CREDIT CARD / OTHER	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14
HARASSING COMMUNICATIONS	0	0	0	0	0	0	0	0	4	0	0	0	4	2.29
HARASSMENT-STRIKE/SHOVE/KICK/THREATEN TO	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
INCIDENT	0	0	0	0	0	0	0	0	19	0	0	0	19	10.86
KIDNAPPING	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
MINOR IN POSSESSION OF - TOBACCO PRODUCTS, VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, E-LIQUID P	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
MISCONDUCT ON BUS	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
PERMITTING CHILD ABUSE	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
POSSESSION OF METHAMPHETAMINE OR COCAINE WITH THE PURPOSE TO DELIVER	0	0	0	0	0	0	0	0	2	0	0	0	2	1.14
PROPERTY DAMAGE	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
PUBLIC INTOXICATION - CLASS C	0	0	0	0	0	0	0	0	4	0	0	0	4	2.29
PURCHASE OR POSSESSION BY MINOR	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
ROBBERY	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
SAFEKEEPING	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
TERRORISTIC THREATENING	0	0	0	0	0	0	0	0	7	0	0	0	7	4.00
THEFT BY DECEPTION	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
THEFT OF LEASED / RENTED PROPERTY	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
THEFT OF PROPERTY-ALL OTHER	0	0	0	0	0	0	0	0	29	0	0	0	29	16.57
THEFT OF PROPERTY-FROM A BUILDING	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
THEFT OF PROPERTY LOST, MISLAID, OR DELIVERED BY MISTAKE.	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
THREATENING TO CAUSE A CATASTROPHE	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
UNAUTHORIZED USE OF A VEHICLE	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
VIDEO VOYEURISM	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
VIOLATION OF A PROTECTION ORDER CLASS A MISD	0	0	0	0	0	0	0	0	1	0	0	0	1	0.57
WARRANT-COC FAIL TO PAY FINE	0	0	0	0	0	0	0	0	8	0	0	0	8	4.57
WARRANT-FAILURE TO APPEAR	0	0	0	0	0	0	0	0	6	0	0	0	6	3.43
WARRANT-OTHER	0	0	0	0	0	0	0	0	3	0	0	0	3	1.71



MOUNTAIN HOME POLICE DEPARTMENT

Incidents Reported Statistics By Charge From UCR (by Month)

Dates From 09/01/2024 00:00 Through 09/30/2024 23:59

Description	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	% Total
WARRANT-OTHER AGENCY-MISDEMEANOR	0	0	0	0	0	0	0	0	5	0	0	0	5	2.86
WARRANT-OTHER AGENCY FELONY	0	0	0	0	0	0	0	0	4	0	0	0	4	2.29
Totals:	0	0	0	0	0	0	0	0	175	0	0	0	175	

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

Saving Lives Behind The Scenes

CFS By Department - Select Department By Date

For MOUNTAIN HOME POLICE DEPARTMENT 09/01/2024 00:00 - 09/30/2024

MOUNTAIN HOME POLICE DEPARTMENT	Count	Percent
Abandoned Vehicle	5	0.45%
Abduction	2	0.18%
Abuse	2	0.18%
Accident (Car vs Deer)	1	0.09%
Accident (Entrapment/Rollover)	1	0.09%
Accident (Hit & Run)	4	0.36%
Accident (No Injuries)	24	2.17%
Accident (Parking Lot)	13	1.18%
Accident (Property Damage)	3	0.27%
Accident (Unknown Injuries)	13	1.18%
Accident (With Injuries)	9	0.81%
Alarm (Bank)	4	0.36%
Alarm (Business)	20	1.81%
Alarm (Residential)	1	0.09%
Alarm (Smoke/Fire)	3	0.27%
Alcohol Related	7	0.63%
Animal Call	28	2.53%
Assault	2	0.18%
Assist Ambulance	2	0.18%
Assist Other Agency	5	0.45%
Attempt To Locate	35	3.16%
Break In	7	0.63%
Business Check	1	0.09%
Civil Matter	1	0.09%
Civil Stand-By	6	0.54%
Disabled Vehicle	3	0.27%
Dispute	14	1.27%
Disturbance	36	3.25%
Domestic (Physical)	10	0.90%
Domestic (Verbal)	11	0.99%
Drug Related	7	0.63%
Duplicate Call	1	0.09%
Escort	3	0.27%
Fight In Progress	2	0.18%
Fire (Structure)	2	0.18%
Fire (Vehicle)	1	0.09%
Fireworks Complaint	1	0.09%
Follow-Up	8	0.72%
Fraud	3	0.27%
Funeral Escort	5	0.45%
Gun Call	4	0.36%

MOUNTAIN HOME POLICE DEPARTMENT	Count	Percent
Gunshots/Sounds of	2	0.18%
Hang Up Call	2	0.18%
Harassment	11	0.99%
Haz-Mat	1	0.09%
Indecent Exposure/Nudity	1	0.09%
Lockout	64	5.79%
Loitering	9	0.81%
Medical Dispatch	5	0.45%
Misdial	1	0.09%
Missing Juvenile	3	0.27%
Missing Person	1	0.09%
Motorist Assist	11	0.99%
Noise Complaint	4	0.36%
Non-Emergency	37	3.35%
Open Line	2	0.18%
Overdose	3	0.27%
Panhandling	3	0.27%
Parking Violation	1	0.09%
Power Lines Down	1	0.09%
Property Damage	2	0.18%
Property Exchange	4	0.36%
Property Found Or Recovered	3	0.27%
Prowler	1	0.09%
Psychiatric/Behavioral	3	0.27%
Reckless Driver	24	2.17%
Repossession	1	0.09%
Rescue Medical	11	0.99%
Runaway	1	0.09%
SCAM CALL	3	0.27%
Service Call	3	0.27%
Sexual Assault	3	0.27%
Shoplifting	12	1.08%
Smoke Investigate	2	0.18%
Solicitation	2	0.18%
Suicidal	6	0.54%
Suicide Attempt	1	0.09%
Suspicious Activity	28	2.53%
Suspicious Person	43	3.89%
Suspicious Vehicle	19	1.72%
Theft	28	2.53%
Threats	10	0.90%
Traffic Hazard	12	1.08%
Traffic Stop	307	27.76%
Trespassing	20	1.81%
Unattended Juvenile	1	0.09%
Unauthorized Use Motor Vehicle	1	0.09%
Unlawful Dumping	1	0.09%
Unruly Juvenile	7	0.63%

MOUNTAIN HOME POLICE DEPARTMENT	Count	Percent
Vandalism	2	0.18%
Violation of Order of Protection	5	0.45%
Welfare Check	68	6.15%
Total Records For MOUNTAIN HOME POLICE DEPARTMENT	1106	Group/Total 100.00%
Total Records		1106

ORDINANCE NO. 2024-xx
AN ORDINANCE DIRECTING AND ORDERING
REMOVAL OR RAZING OF THE BUILDINGS
LOCATED AT 1417 HALLMARK CIRCLE, MOUNTAIN HOME, AR

WHEREAS, A.C.A. §41-56-203 authorizes the City of Mountain Home, AR, to remove or raze any buildings that have become dilapidated, unsightly, unsafe, unsanitary, obnoxious or detrimental to public welfare; and

WHEREAS, the buildings located at 1417 Hallmark Circle, Mountain Home, AR, should be removed and/or razed due to the reasons set forth in A.C.A. §14-56-203.

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

The City of Mountain Home, AR, has inspected the property located at 1417 Hallmark Circle and has consistently found the following problems to wit:

1. The buildings are in a state of disrepair and not fit in which to live in and nothing is being done to remedy the problem.
2. That the City has made efforts to have the problem outlined herein eliminated and has attempted to contact the owner with no success.
3. That the City has been unable to remedy the problem with the property. It is the opinion of the City Council that the buildings described herein have become dilapidated, unsightly, unsafe, unsanitary and detrimental to public welfare.
4. The City Attorney is directed to file the appropriate legal action in the Circuit Court of Baxter County, AR, to obtain an Order authorizing and directing the removal/razing of the buildings described herein.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

HILLREY ADAMS, MAYOR

ATTEST:

SCOTT LILES, CITY CLERK









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

CONTRACT AMENDMENT NO. 1C

This Amendment No. 1C ("Amendment") effective on the date last written below, shall amend the original contract between the City of Mountain Home, Arkansas ("**Owner**") and Garver, LLC ("**Garver**"), dated February 2, 2022, referred to in the following paragraphs as the "**Agreement**".

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES AND PAYMENT SCHEDULE

The following attached hereto Attachment A is to be included, in its entirety, as part of Exhibit A of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

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 No. 1C effective as of the date last written below.

CITY OF MOUNTAIN HOME

GARVER, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Jerry T. Martin
Printed Name

Title: _____

Title: Water Team Leader

Date: _____

Date: 10/31/2024

Attest: _____

Attest: 



ATTACHMENT A
AMENDMENT 1C
SCOPE OF SERVICES

TASK 6 – ADDITIONAL CONSTRUCTION PHASE SERVICES

In addition to the construction phase work for the Lift Station, the construction phase of work for the Encasement Bore and Electrical / SCADA portion of the project is to be included and Garver will accomplish the following at the Owners request:

- A. Attend any preconstruction meetings.
- B. Attend any progress/coordination meetings with the Owner/Contractors.
- 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. The Owner shall maintain construction field notes.
- G. Provide resident construction observation services when requested by the Owner for the construction contract performance time.
- H. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
- I. Upon request by Owner, participate in final Project inspection, prepare punch list, review final Project closing documents, and review final pay request.

Construction observation services will be provided by Garver's Resident Project Representative as requested by the Owner, 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. Examine 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 and/or stop work, 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.

PAYMENT

Payment for the Construction Administration services shall be at the hourly rates shown in the attached Exhibit B – Hourly Rate Schedule. Payment for the Construction Observation Services shall be \$171.00 per hour plus expenses.

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 utilities relocation.
- D. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- E. Construction materials testing.
- F. Geotechnical investigations or engineering.
- G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- H. Services after construction, such as warranty follow-up, operations support, etc.

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



Exhibit B
City of Mountain Home
SW Collection System Project
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 138.00	RS-1	\$ 109.00
E-2	\$ 150.00	RS-2	\$ 143.00
E-3	\$ 181.00	RS-3	\$ 202.00
E-4	\$ 212.00	RS-4	\$ 279.00
E-5	\$ 257.00	RS-5	\$ 349.00
E-6	\$ 317.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 479.00
Planners		Environmental Specialists	
P-1	\$ 164.00	ES-1	\$ 109.00
P-2	\$ 204.00	ES-2	\$ 137.00
P-3	\$ 254.00	ES-3	\$ 175.00
P-4	\$ 284.00	ES-4	\$ 206.00
P-5	\$ 321.00	ES-5	\$ 258.00
		ES-6	\$ 331.00
		ES-7	\$ 414.00
		ES-8	\$ 468.00
Designers		Project Controls	
D-1	\$ 123.00	PC-1	\$ 111.00
D-2	\$ 141.00	PC-2	\$ 146.00
D-3	\$ 168.00	PC-3	\$ 186.00
D-4	\$ 201.00	PC-4	\$ 239.00
D-5	\$ 246.00	PC-5	\$ 292.00
		PC-6	\$ 376.00
		PC-7	\$ 473.00
Technicians		Management / Administration	
T-1	\$ 95.00	AM-1	\$ 78.00
T-2	\$ 114.00	AM-2	\$ 100.00
T-3	\$ 139.00	AM-3	\$ 140.00
T-4	\$ 180.00	AM-4	\$ 178.00
		AM-5	\$ 218.00
		AM-6	\$ 283.00
		AM-7	\$ 333.00
		M-1	\$ 531.00
Surveyors			
S-1	\$ 61.00		
S-2	\$ 81.00		
S-3	\$ 108.00		
S-4	\$ 154.00		
S-5	\$ 195.00		
S-6	\$ 227.00		
S-7	\$ 269.00		
S-8	\$ 339.00		
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 294.00		
2-Man Crew (GPS Survey)	\$ 255.00		
3-Man Crew (GPS Survey)	\$ 315.00		
Construction Observation			
C-1			
C-2			
C-3	\$ 171.00		
C-4			
C-5			

Changes from previous Ordinances are underlined

ORDINANCE NO: 2024-xx

**AN ORDINANCE DEFINING THE COMPENSATION PLAN
FOR THE CITY CLERK IN ORDER TO ENHANCE
EFFICIENT MANAGEMENT WITHIN THE CITY OF MOUNTAIN HOME;
AND TO REPEAL ORDINANCE NO. 2014-7 AND ORDINANCE NO. 2022-48**

WHEREAS, it is necessary and in the best interest of the city of Mountain Home, Arkansas, that changes in the salary and job description of the office of the City Clerk are needed to better serve the citizens of the City of Mountain Home.

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

Section 1.

CITY CLERK JOB DESCRIPTION

City Clerk: Elected (4-year Term/takes the Oath of Office with other City officials); Is appointed by City Council during a vacancy in office

Salary: \$50,000 (2025) per year plus benefits provided to full-time employees of the City of Mountain Home

Hours of Office: 8 a.m.-4:30 p.m. (or City Hall business hours)

Description: The City Council sets the hours of the office and can, at its discretion, add to or remove any non-statutory duties.

The City Clerk works in conjunction with the City Council and the Mayor. The City Clerk shall give the bond and perform the duties prescribed by law. The City Clerk shall have custody of all the laws and ordinances of the city and shall keep a regular and correct journal of the proceedings of the City Council.

- Serves as secretary to the City Council and keeps an accurate record of all proceedings.
- Publishes meeting agendas.

- Releases media notices of public hearings, regular and special meetings of the City Council and its committees.
- Prepares minutes of all meetings of the City Council.
- Publishes Ordinances and Resolutions as required by law.
- Handles Municipal League conference reservations/accommodations for the City officials.
- Legal custodian of records and documents pertaining to the business of the City Council.
- Research and answer questions regarding the City, and provide copies of Ordinances and Resolutions for the public, the City and City Council members.
- File marks documents as required.
- Works with the Building Inspection Department and Planning Commission regarding zoning and annexations.
- Works with the City Attorney to prepare Ordinances and Resolutions.
- Works with the Arkansas Municipal League to codify Ordinances for updating City Code books.
- Prepares Volunteer Community of Year Award report.
- Grant research and writing as required by the Mayor.
- Responsible for notifying public officials of the requirement to file a written statement of financial interest for each calendar year pursuant to A.C.A. 21-08-701. Distributes and collects forms for filing by January 31st of each year to avoid sanctions against an elected official.
- Responsible for filing and maintaining Oaths of Office.
- Maintains City Scrapbook.

Section 2.

A City official who is re-elected to the office which he/she is currently serving shall maintain the salary in effect at the time of re-election and compensation shall continue in the new term as provided herein.

Section 3.

This Ordinance contemplates that if the City budget allows (within the discretion of a majority of the Council), elected officials shall receive any cost-of-living adjustment given to City employees.

Section 4.

Ordinance No. 2014-7 and Ordinance No. 2022-48 are hereby repealed in their entirety.

EMERGENCY CLAUSE

The compensation of the City Clerk is crucial to the effective operation of the City of Mountain Home and time is of the essence regarding the preparation of the 2025 City budget; therefore, an emergency is declared to exist, and this ordinance shall be in full force and effect from and after its passage.

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2024.

HILLREY ADAMS, MAYOR

ATTEST:

SCOTT LILES, CITY CLERK

CITY	POPULATION	EMPLOYEES	SALARY
Paragould	29,537	202	\$67,694
Searcy	22,937	232	\$75,000
Maumelle	19,251	181	\$67,473
El Dorado	17,756	112	\$53,638
Siloam Springs	17,287	288	\$65,811
Marion*	13,430		\$30,175
Blytheville	13,406	211	\$50,700
Harrison*	13,069	213	\$34,000
Mountain Home	12,825	181	\$43,200
Batesville	11,191	183	\$77,250
Malvern	11,074		\$61,800
Farmington	11,054		\$48,000
Greenwood	9,516	110	\$71,660
Clarksville	9,381	99	\$65,433
Cave Springs	6,200	36	\$73,840
Alma	5,800	48	\$43,680
Dardanelle	4,475	92	\$40,540
Paris	3,176		\$36,000
Corning	3,145	50	\$43,596
Brinkley	2,700	48	\$40,500
Calico Rock	1,881	11	\$42,000
Marshall	1,355	16	\$38,178
Ash Flat	1,349	25	\$51,000
Bonanza	595	5	\$34,944
Cherry Valley	575	8	\$56,404
Hartford	500		\$30,000
Rose Bud	494	7	\$46,000
Sparkman	375		\$32,240

* *Part-time official*

CITY	POPULATION	EMPLOYEES	SALARY
Batesville	11,191	183	\$77,250
Searcy	22,937	232	\$75,000
Cave Springs	6,200	36	\$73,840
Greenwood	9,516	110	\$71,660
Paragould	29,537	202	\$67,694
Maumelle	19,251	181	\$67,473
Siloam Springs	17,287	288	\$65,811
Clarksville	9,381	99	\$65,433
Malvern	11,074		\$61,800
Cherry Valley	575	8	\$56,404
El Dorado	17,756	112	\$53,638
Ash Flat	1,349	25	\$51,000
Blytheville	13,406	211	\$50,700
Farmington	11,054		\$48,000
Rose Bud	494	7	\$46,000
Alma	5,800	48	\$43,680
Corning	3,145	50	\$43,596
Mountain Home	12,825	181	\$43,200
Calico Rock	1,881	11	\$42,000
Dardanelle	4,475	92	\$40,540
Brinkley	2,700	48	\$40,500
Marshall	1,355	16	\$38,178
Paris	3,176		\$36,000
Bonanza	595	5	\$34,944
Harrison*	13,069	213	\$34,000
Sparkman	375		\$32,240
Marion*	13,430		\$30,175
Hartford	500		\$30,000

* *Part-time official*

2023 \$41,220 (starting salary)

2024 \$42,976 (current)

2025 \$44,266 (projected with estimated 3% COLA)

2025 \$50,000 (asking for)

\$50,000 (asking)

-- \$44,266 (projected)

\$5,734 increase

ORDINANCE NO: 2022 – 48

AN ORDINANCE TO AMEND ORDINANCE NO. 2014-7, DEFINING THE COMPENSATION PLAN FOR THE CITY CLERK IN ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE CITY OF MOUNTAIN HOME

WHEREAS it is necessary and in the best interest of the city of Mountain Home, Arkansas that changes in the salary and job description of the office of the City Clerk are needed to better serve the citizens of the City of Mountain Home.

Section 1**CITY CLERK JOB DESCRIPTION**

City Clerk: Elected (4-year Term / takes the Oath of Office with other City Officials) *

Salary: \$41, 220 (2023) per year plus benefits provided to full time employees of the City of Mountain Home.

Hours of Office: 8:00 am – 4:30 pm (or City Hall business hours)

Description: The City Council sets the hours of the office and can, at its discretion, add to or remove any non-statutory duties.

The City Clerk works in conjunction with the City Council and the Mayor. The City Clerk shall give the bond and perform the duties prescribed by law. The City Clerk shall have the custody of all the laws and ordinances of the city and shall keep a regular and correct journal of the proceedings of the City Council.

- Serves as secretary to the City Council and keeps an accurate record of all proceedings.
- Publishes meeting agendas
- Releases media notices of public hearings, regular and special meetings of the Council and its committees.
- Prepares minutes of all meetings of the Council.
- Publishes ordinances and resolutions as required by law.
- Handles Municipal League conference reservations / accommodations for the city officials.
- Legal custodian of records and documents pertaining to the business of the council.
- Research, answer questions regarding, and provide copies of city ordinances for the public and City / Council members.
- File marks documents as required.
- Works with the Building Inspection Department / Planning Commission regarding zoning and annexations.
- Works with the City Attorney to prepare ordinances and resolutions
- Works with the Arkansas Municipal League to codify ordinances for updating city code books.
- Prepares Volunteer Community of Year Award report.
- Grant research and writing as required by the Mayor.
- Responsible for notifying public officials of the requirement to file a written statement of financial interest for each calendar year pursuant to A.C.A. 21-08-701. Distributes and collects forms for filing by January 31st of each year to avoid sanctions against a public servant.
- Responsible for filing and maintaining Oaths of Office.
- Maintains city scrapbook.

**Appointed by council during vacancy of office.*

Section 2: A city official who is re-elected to the office which he/she is currently serving shall maintain the salary in effect at the time of re-election and compensation shall continue in the new term as provided herein.

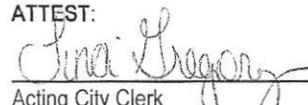
Section 3: This ordinance contemplates that as long as the city budget allows (within the discretion of a majority of the Council), elected officials shall receive any cost-of-living adjustment given to city employees.

Section 4: EMERGENCY CLAUSE: The City Clerk has been appointed to begin their duties on December 5, 2022; therefore, an emergency is declared to exist, and this ordinance shall be in full force and effect from and after its passage.

PASSED AND APPROVED THIS 1st DAY OF DECEMBER, 2022.


HILLREY ADAMS, MAYOR

ATTEST:


Acting City Clerk

ORDINANCE NO. 2014-7

**AN ORDINANCE TO DEFINE THE COMPENSATION PLAN FOR THE CITY CLERK IN
ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE CITY OF MOUNTAIN
HOME**

WHEREAS, it is necessary and in the best interest of the City of Mountain Home, Arkansas that changes in the salary and job description of the office of the City Clerk are needed to better serve the citizens and the City of Mountain Home.

Section 1:

CITY CLERK JOB DESCRIPTION

City Clerk: Elected (4-year term/takes the oath of office with other City Officials). Salary is determined by the City Council.

Salary: \$28,000.00 per year plus benefits provided to full-time employees of the City of Mountain Home

The City Clerk works in conjunction with the City Council and the Mayor. The City Clerk shall give the bond and perform the duties prescribed by law. The City Clerk shall have the custody of all the laws and ordinances of the City and shall keep a regular and correct journal of the proceedings of the City Council. Duties also include the following list:

1. Serves as secretary to the City Council and keeps an accurate record of all proceedings.
2. Publishes meeting agendas.
3. Releases media notices of public hearings, regular and special meetings of the council and its committees.
4. Prepares minutes of all meetings of the council and its committees.
5. Administrator of and responsible for compliance with the Americans with Disabilities Act.
6. Publishes ordinances as necessary (Including City Website)
7. Handles Municipal League conference reservations/accommodation for city officials.
8. Legal custodian of records and documents pertaining to the business of the council.
9. Researches, answers questions regarding, and provides copies of city ordinances for the public and city officials.
10. File marks documents as required.
11. Works with Building Inspection Department/Planning Commission regarding zoning and annexations.
12. Works with city attorney to prepare ordinances and resolutions.
13. Works with the Arkansas Municipal League to codify ordinances for updating city code books.
14. Direct oversight of internet media.
15. Prepares Volunteer Community of the Year Award report.
16. Grant research and writing as required by the mayor.
17. Responsible for notifying public officials of the requirement to file a written statement of financial interest for each calendar year pursuant to A.C.A. 21-08-701. Distributes and

collects forms for filing by January 31st of each year to avoid sanctions against a public servant.

Section 2: A city official who is re-elected to the office which he/she is currently serving shall maintain the salary in effect at the time of re-election and compensation shall continue in the new term as provided herein.

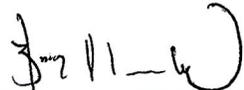
Section 3: This ordinance contemplates that as long as the city budget allows (within the discretion of a majority of the Council), elected officials shall receive the annual Cost of Living Adjustment.

PASSED AND APPROVED THIS 20th DAY OF MAY, 2014.



DAVID L. OSMON, MAYOR

ATTEST:



BRIAN A. PLUMLEE, CITY CLERK

**EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF MOUNTAIN HOME, ARKANSAS**

December 1, 2024

**EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF MOUNTAIN HOME, ARKANSAS**

THIS EXCLUSIVE AGREEMENT (this “Agreement”) is made and entered into as of December 1, 2024, by and between **Waste Connections of Arkansas, Inc. d/b/a Methvin Sanitation** (the “Service Provider”), and **the City of Mountain Home, Arkansas** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive rights, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials (as such term is defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulk/White Goods – For the twice-yearly City-wide clean up event pursuant to Section 5, Bulk/White Goods means any item not measuring in excess of forty-eight (48) inches in length or one hundred (100) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer. Any appliance that has Freon must have a tag affixed indicating that the Freon has been removed by a licensed engineer. For the Residential Large Items Service pursuant to Section 4.A.2., Bulk/White Goods means any item that is twenty-four (24) inches or less in length and weighs no more than thirty-five (35) pounds.

Business Day – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Cart – A receptacle with a capacity of 96 gallons constructed of plastic and provided to each Residential Unit and Commercial Cart Unit by the Service Provider. The Cart has handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance in to the Cart by vectors. Bags must be placed inside the Cart and left at the curb unobstructed.

Commercial Cart Unit – a Commercial Unit that elects to utilize the 96-gallon Carts typically utilized by Residential Units.

Commercial Unit - Any non-containerized, non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste and/or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes. Commercial Units will contract separately with the Service Provider to determine the appropriate container/dumpster size, service levels, and pricing.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations. Examples of Excluded Waste may be found in the “Not Approved Items” list on Exhibit “A”, attached hereto and incorporated herein.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year’s Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Landfill – Any facility or area of land lawfully receiving Municipal Solid Waste for disposal.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Hazardous Waste, Excluded Waste, or the items otherwise found on Exhibit “A”.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste. Examples of Excluded Waste may be found in the “Not Approved Items” list on Exhibit “A”.

Recycling Facility – The Baxter Day Service Center located at 1631 Leo Davis Drive, Mountain Home, Arkansas 72653.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

Yard Waste – Any bagged vegetation or tree limbs, bundled, no longer than three (3) feet in length and weighing no more than 35 pounds.

SECTION 2. EXCLUSIVE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive rights, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive rights in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

Contractors inside the City limits of Mountain Home that own and operate their own Dump Trailers or Roll-Off containers fifteen (15) cubic yards or less will be allowed to utilize these containers those for their own business use. These contractors, however, are explicitly prohibited from providing these containers to other contractors or residents for disposal services.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units and Commercial Units (ii) placed within Carts by those Residential Units and Commercial Cart Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units and Commercial Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, disposal, and/or processing of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. **Title to Waste.** Title to and liability for Municipal Solid Waste and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's

trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial and Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities. As of the Effective Date, Service Provider shall deliver collected Recyclable Materials to the Recycling Facility, as defined herein. The Recycling Facility currently charges a recycling processing fee of \$125 per load delivered. Any increase in such fee shall be subject to the rate adjustment mechanism of Section 8(b) herein and passed through to the City. In the event that the Recycling Facility ceases operations, or otherwise ceases to accept Recyclable Materials from Service Provider, and there is not an acceptable alternative recycling facility within the City, Service Provider shall be entitled to discontinue collection of Recyclable Materials. In the event of such discontinuation, the then-current monthly rate will be automatically reduced by \$1.67 per month per Single-Family Unit. This reduction shall be subject to any rate adjustment provision herein.

Each month during the Term of this Agreement, the Service Provider shall remit a check to the City for \$0.31 per Residential and Commercial Cart Customer for the operation of the Recycling Facility. In the event the Recycling Facility ceases operations, or otherwise ceases to accept Recyclable Materials from Service Provider, Service Provider shall no longer be obligated to remit such check.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT / COMMERCIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units on a regular schedule of once per week; provided, that (i) such Municipal Solid Waste and Recyclable Material is placed in Carts provided by Service Provider within five (5) feet of the street, and (ii) such Containers, are placed at the curbside no later than 6:00 a.m. on the scheduled collection day.

A.1. Residential Yard Waste Service. To schedule a Yard Waste pick up, Single-Family Residential Units must call, text, or email the Service Provider pursuant to Section 16 herein, by noon on Thursday for a Friday (next day) pickup.

A.2. Weekly Bulk/White Goods Private Service. To schedule a large item(s) pick up, Single-Family Residential Units must call, text, or email the Service Provider pursuant to Section 16 herein, by noon on Thursday for a Friday (next day) pickup. Service Provider shall charge a price of **\$25.00** plus tax per item collected, payable in advance of such service. Such Bulk/White Goods must be twenty-four (24) inches or less in length and weigh no more than thirty-five (35) pounds. This service is separate and apart from the Twice Yearly City-Wide Clean Up. Items over 35 lbs. and/or 24” in length should be held until the Twice per Year Bulk Pick-Up or a Special Pick-Up needs to be scheduled. If an item is over the allowed weight or length, it will be tagged with information regarding scheduling a Special Pick-Up.

B. Commercial Unit Collection. Commercial Units may elect to utilize the weekly Cart service offered to Residential Units in Section 4(a), above (“Commercial Cart Units”); provided that (i) the Municipal Solid Waste and Recyclable Material is placed in Carts provided by Service Provider within five (5) feet of the street, and (ii) such Carts are placed at the curbside or established location no later than 6:00 a.m. on the scheduled collection day. In the event the Commercial Unit elects not to utilize the Cart service, the Service Provider and each Commercial Unit shall contract individually to match the level of service and dumpster/container size necessary for the specific Commercial Unit’s Municipal Solid Waste and/or Construction and Demolition Waste needs. Pursuant to City code, all Commercial Units are required to maintain weekly waste collection services. Multiple Commercial Units are permitted to share Container(s) upon mutual agreement between the Customer(s) and the Service Provider. When such sharing arrangements are made, the fees will be billed on a single monthly invoice to one (1) such Customer.

B.1. Commercial Yard Waste Service. For Yard Waste pick up, Commercial Units must call, text, or email the Service Provider pursuant to Section 16 herein to schedule and price the service.

B.2. Commercial Bulk/White Goods Service. For Bulk/White Goods pick up, Commercial Units must call, text, or email the Service Provider pursuant to Section 16 herein to schedule and price the service.

C. Excess or Misplaced Municipal Solid Waste and Recyclable Material. The Service Provider shall only collect Municipal Solid Waste and Recyclable Material placed within the Carts provided by the Service Provider. The Service Provider will not be required to provide Service when Carts are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

SECTION 5. SPECIAL COLLECTIONS AND SERVICES

Twice Yearly City-Wide Clean-Up. At no additional cost to the City or Customers, the Service Provider will provide curbside Municipal Solid Waste services twice yearly on dates to be determined by the City and the Service Provider. The event shall be only for the residents of the City, for the residents to dispose of unwanted items (which can be found on Exhibit “A”). This may include Bulk/White Goods. Items over 100 lbs. and/or 48” in length will be charged a

\$50.00 plus tax Special Pick-Up Fee. If an item is over the allowed weight or length, it will be tagged with information regarding scheduling a Special Pick-Up.

Handicapped and Disabled Service. At no additional charge to the resident, the Service Provider will provide door-side service for handicapped or disabled residents. To register for such service, the requesting resident must call or email the Service Provider at the number and/or address provided herein and provide a doctor's note or other similar documentation from a licensed physician or therapist verifying the resident's need for such service and that there is no one else living in the Residential Unit that could place the Cart(s) at the street.

Residents Without Water Service. At the time of execution of this Agreement, there are roughly twelve (12) Residential Units inside the City limits that do not receive water utilities from the City and, as a result, are not in the City billing system. The Service Provider shall offer the services herein to such Customers and bill these Customers directly at the rates specified herein. Any such Customer must call in or email Service Provider at the number or address herein to begin service.

Sludge Hauling. At no additional charge to the City, the Service Provider shall provide twenty-four (24) free loads of sludge hauling per year of the Agreement. After the twenty-four (24) free loads, sludge disposal cost shall be \$72.50 per ton plus tax and will be billed to the City. Additionally, the Service Provider will provide twenty-four (24) free loads of sludge hauling to a land applied location within ten (10) miles of the City limits per year. This rate shall be subject to any rate adjustment provision herein. In the event that the City receives approval for the land application of such water treatment residuals, this Section may be severed from this Agreement and be of no further effect.

Municipal Building Services. At no additional charge to the City, the Service Provider will provide the following containers and services to the following municipal buildings:

Mountain Home Parks & Recreation:	6-yard container – once weekly
City Hall:	4-yard container – once weekly
Hickory Park:	4-yard container – once weekly
Cooper Park	4-yard container – once weekly
Fire Station #2	95-gallon Cart – once weekly
Twin Lakes Park – Building Shop:	6-yard container – once weekly
Police Department:	4-yard container – once weekly
Street Department:	6-yard container – once weekly
Water & Sewage Warehouse:	6-yard container – once weekly
	20-yard container – on call
Water Treatment Plant:	4-yard container – once weekly
994 Water Plant Rd.	20-yard container – on call
Waste Water Treatment Plant:	3-yard container – twice weekly
537 Hicks Rd.	
Clysta Willett:	6-yard container – once weekly

SECTION 6. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word “equipment” as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 7. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider for 5,300 Residential Units is **\$21.95** plus tax and those Commercial Cart Units is **\$36.92** plus tax. The Service Provider shall contract with individual Commercial Customers who opt not to utilize Carts as well as Roll-Off Customers. Service Provider’s pricing index is further detailed on Exhibit “B”, attached hereto and incorporated herein.

SECTION 8. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The “Prior Rolling Twelve Month Period” shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States South Region, Fuels and Utilities (1982-84 = 100). The Service provider will provide a 30-day written notice prior to the start of the annual CPI rate adjustment.

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees (\$73.80 per ton as of the Effective Date), increases to the Recycling Facility recycling processing fee described in Section 3(D), increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes). The service provider will provide a 30-day written notice prior to any rate increase.

C. Fuel Adjustments. The rates herein are based upon an initial diesel fuel cost of \$3.63 per gallon. On each anniversary date of the Agreement, the rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of ten cents (\$0.10) for every ten cents (\$0.10) increase or decrease in the per gallon price of diesel fuel; provided, however, the rates shall never be reduced below the initial rates set forth herein. The diesel fuel prices shall be determined by reference to the Energy Information Administration of the US Department of Energy (“EIA/DOE”)’s Weekly Retail On Highway Diesel Prices for the Midwest (PADD 2). The determination of the price of diesel fuel for the purposes of the fuel adjustments shall be the price published for the immediately preceding Monday prior to such quarter beginning (or the first business day thereafter if such day is a Federal holiday). The service provider will provide a 30-day written notice prior to any rate increase.

D. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on December 1, 2024 and concluding on November 30, 2029 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of five (5) years (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

SECTION 11. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive rights granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Customer(s) utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the

property of Residential Units and/or Commercial Units for the purposes of rendering the Services contemplated hereby.

SECTION 12. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The City is responsible for billing and collecting payments from all in-City Residential Units and Commercial Cart Units that are customers on the City water or sewer system. The Service Provider is solely responsible for invoicing and collecting payments from all other Residential Units and Commercial Cart Units not receiving City water or sewer system services, as well as all Commercial Units and Roll-Off Customers.

On the last business day of each month, the City shall automatically remit all billing collections received for the month to the Service Provider from all in-City Residential Units and Commercial Cart Unit collection services. The City shall remit only those amounts collected from such Customers during the month's billing to the Service Provider. The Service Provider shall receive a copy of the Residential Unit and Commercial Cart Unit count, via email along with the monthly remittance check. The remittance check will be written and mailed by the City to the Service Provider before the 10th business day of the succeeding month.

B. Billing/Collection Fee. The City will be reimbursed by Service Provider a \$1.00 per Single-Family Residential and Commercial Cart Unit Billing/Collection Fee. The Service Provider will remit a check for the amount due to the city for billing fees. The check will be written and mailed by the 10th business day of the succeeding month.

For the City's benefit, on each annual anniversary date of this Agreement, the Single-Family and Commercial Cart Unit Billing/Collection Fee shall automatically increase by an amount equal to the increase, if any, as determined by the Consumer price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers: United States South Region, Fuels and Utilities (1982-84=100).

C. Taxes. The Service Provider also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

D. Bad Debt; Unpaid Amounts. Rates and charges herein that have been billed, unpaid, and cannot be collected from Customers that have left the water/sewage system are written off every ninety (90) days by the City. The City will not be held responsible for collecting the Service Provider's bad debt. As this debt is written off the City's system, a list of the written off Customers will be provided to the Service Provider with the Customer account number, Customer name, address, and written off amount. The Service Provider reserves the right to stop services, repossess the Residential or Commercial Cart Customer Cart, and/or pursue collection efforts for waste collection services.

E. Billing for Commercial Dumpsters and Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial and Residential Units for Services performed with respect to Roll-Off Containers. Pricing for such dumpsters/containers and Roll-Off Services are independent of any other rates referenced herein.

SECTION 13. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste placed outside of the Containers by any Customer. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit or Commercial Unit instructing the owner or occupant to properly contain such Municipal Solid Waste and Recyclable Materials. Should such excess Municipal Solid Waste and/or Recyclable Material continue to be placed outside of the Containers, the City shall require such Residential Unit or Commercial Unit to request an additional Container from the Service Provider so the excess Municipal Solid Waste and/or Recyclable Material will be regularly contained.

SECTION 14. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit or Commercial Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste and/or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and/or Recyclable Materials.

B. Notice from a Customer. In the event that the Service Provider fails to collect Municipal Solid Waste and/or Recyclable Materials from a Customer without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste and/or Recyclable Materials within one (1) Business Day of the Service Provider receiving notice.

SECTION 15. HOURS OF SERVICE.

For all the Residential Unit Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 16. CUSTOMER SERVICE.

The Service Provider shall field all inquiries and complaints from Customers relating to the collection, hauling and disposal of Municipal Solid Waste and/or Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. Customers can call or text the Service Provider at the Mountain Home-specific customer service line at (870) 421-9704 or email at mhresident@wasteconnections.com.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and/or Recyclable Materials.

SECTION 18. PAVEMENT.

The City warrants that the City’s pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider’s equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider’s negligence or willful misconduct.

SECTION 19. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

SECTION 20. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City’s breach of any of the terms, conditions, representations, or

warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 21. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 22. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 23. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 24. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Arkansas, without giving effect to the conflict of laws rules thereof.

SECTION 25. WAIVER.

Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 26. ATTORNEYS' FEES.

In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 27. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:
City of Mountain Home, Arkansas
720 S. Hickory Street
Mountain Home, AR 72653
Attn: City of Mountain Home Mayor

If to the Service Provider:
Waste Connections of Arkansas, Inc.
162 CR 5
Gassville, AR 72601
Attn: District Manager

With a Copy to:
Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

(Remainder of page intentionally left blank.)

PASSED AND APPROVED BY THE CITY OF MOUNTAIN HOME, ARKANSAS COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS ___ DAY OF _____, 2024.

SERVICE PROVIDER:
WASTE CONNECTIONS OF
ARKANSAS, INC.

CITY:
MOUNTAIN HOME, ARKANSAS

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____

“Exhibit A” – Mountain Home, AR

Weight & Length Limits: all items must be no more than 24 inches in length and no more than 35lbs per piece for **Residential Large Item Service** and for the **Twice per Year Bulk Pick-Up** length may not exceed 48 inches and weight may not exceed 100lbs.

Not Approved Items:

- **Construction Debris:** Waste building materials resulting from construction, remodeling, repair or demolition operations including sheetrock, shingles, lumber, carpet, insulation, toilets, bathtubs, plumbing items, or electrical items.
- **Offal Waste, Stable Matter, or Dead Animals:**
- **Animal Waste-** (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- **Stable Matter-** body waste of animal and fowl and cleanings, and waste food stuffs from all barns, stables, corrals, or pens used for stabling, caging or penning of animals or fowl.
- **Dead Animals-** any deceased animals.
- **Tires**
- **Hazardous Waste**
- **Chemicals or Pesticides** (including Swimming Pool chemicals)
- **Paint** –not in liquid form. Paint must be solidified and dried out to accept.
- **Riding Lawnmowers**
- **Any item over 24 inches in length or 35lbs per piece that is not mentioned in approved items for Residential Large Item Service or 48 inches in length or 100lbs per piece for Twice Annual Bulk Pick-up**
- **Batteries & any Nickel Cadmium Batteries containing Mercury**
- **Medical Waste**
- **Motor Oil - Hydraulic Oil – Antifreeze - Liquid Waste**
- **Florescent Bulbs**
- **Asbestos**
- **Propane Tanks**
- **Any piece of furniture over 35lbs. for Residential Large Item Service and 100lbs, for Twice per Year Bulk Pick-ups**
- **Refrigerators/Freezers or other Freon containing units that have not been properly certified/tagged as having CFC’s or other refrigerants removed.**
- **White Goods – appliances, washing machines, clothes dryers, refrigerators/freezers and water tanks over 35lbs for Residential Large Item Service and over 100lbs during Twice per Year Bulk Pick-ups**

Weekly Residential Large Item Service – items over 35 lbs. and/or 24” in length should be held until the Twice per Year Bulk Pick-Up or a Special Pick-Up needs to be scheduled. If an item is over the allowed weight or length, it will tagged with information regarding scheduling a Special Pick-Up

Twice per Year Bulk Pick-Up – items over 100lbs. and/or 48” in length will be charged a \$50.00 plus tax Special Pick-Up Fee. If an item is over the allowed weight or length, it will be tagged with information regarding scheduling a Special Pick-Up.

EXHIBIT B**MOUNTAIN HOME PRICING MATRIX**

	Rate	Tax Rate	Taxes	Rate w/tax
Any Size Cart 1xwk Service -Includes Recycling & Yard Waste	\$ 21.95	9.875%	\$ 2.17	\$ 24.12
Extra Cart - Residential Homes Only	\$ 5.00	9.875%	\$ 0.49	\$ 5.49
Commercial Cart 1xwk Service	\$ 36.92	9.875%	\$ 3.65	\$ 40.56
Extra Cart - Commercial Customers	\$ 15.00	9.875%	\$ 1.48	\$ 16.48
Bulky Items - Per Piece	\$ 25.00	9.875%	\$ 2.47	\$ 27.47

84 Sunset Dr

Mountain Home, Arkansas



Google Street View

Jul 2023

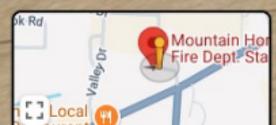
See more dates

MOUNTAIN HOME FIRE DEPT.

STA.
2

Sunset Dr

Google





Valley Dr

Sun

Tranquilla Ln

Valley Dr

Elk Way

Elk Way

Hwy 62 E

62

62

62

Mountain Home Fire Dept. Sta. 2
Recently viewed

The Cozy Kitchen
Breakfast

Next Level Powersports & Marine
Boat dealer

Mirror Mirror Salon

The Truck Patch
Natural Market

Burger King
Free Fries yes please - Free Fries

Kelley Thomas Garden Center & Gift Market

Twin Lakes Golf Course

Google

Layers