

REGULAR CALLED MEETING BOARD OF DIRECTORS

Boardroom

August 16, 2022

5:30 p.m.

AGENDA

1. Call to Order - Asst. Mayor Gosey
2. Invocation
3. Approval of Board Minutes from August 2, 2022 – Asst. Mayor Gosey
4. Update on MLK Park Progress – Dr. Fitz Hill
5. Recognition for Sgt. Thomas Free Service – Gary Brinkley/ Chief Jackson
6. Resolution to Retire Sgt Free Service Pistol – Chief Jackson
7. Consideration of Preliminary Engineers Agreement- Gary Brinkley
8. Consideration of Crist Professional Engineer Agreement – Gary Brinkley
9. Master Service Agreement for B&F Engineering – Gary Brinkley
10. Consideration of Ordinance Amending Flood Damage Prevention Program & Adoption of Emergency Clause – Gary Brinkley/DeAnna Graves
11. City Manager's Report – Gary Brinkley
12. Routine Business – Asst. Mayor Gosey
13. Adjournment – Asst. Mayor Gosey

Regular Meeting: Citizens speaking to the Board of Directors shall have a speaking time limit of **10 minutes**. The Board of Directors may ask follow up questions which may extend the time limit.

Open Session Forum: Speaking time limit is **5 minutes** a speaker may not yield his or her time to another speaker

**REGULAR CALLED MEETING
BOARD OF DIRECTORS**

Board Room

August 2, 2022

5:30 P.M.

MEMBERS:

Taylor Chaney, *Ward 1 Director*
Chris Porter, *Ward 2 Director*
Keith Crews, *Ward 3 Director*
Reo Cummings, *Ward 4 Director (absent)*
Jason Jones, *Ward 5 Director*
Roland Gosey, *Assistant Mayor*
Scott Byrd, *Mayor*

OTHERS:

Gary Brinkley, *City Manager via telephone*
Samantha Roybal, *City Clerk*

CALL TO ORDER

The Mayor called the meeting to order at 5:32 p.m.

INVOCATION

Director Crews

APPROVAL OF BOARD MINUTES FROM JULY 19, 2022

A motion was made by Director Porter, seconded by Director Crews to approve the minutes from the July 19, 2022 Board Meeting.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Absent"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDERATION FOR APPROVAL FOR TRAFFIC SIGNALS ON PINE ST

Mr. Brinkley requested the Board approve the agreement with ArDOT for the Traffic Control Devices for the installation of a traffic signal at the intersection of Hwy 51 (Pine Street) & Professional Park Dr/Bypass.

A motion was made by Assistant Mayor Gosey, seconded by Director Chaney to approve the agreement with ArDOT for the Traffic Control Device for the installation of a traffic signal.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Absent"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDERATION FOR AGREEMENT FOR ENGINEERING SERVICES PINE STREET

Mr. Brinkley requested the Board approve the agreement with Crist Engineering to do the water and sewer design for the cost not to exceed \$442,933.59.

A motion was made by Director Crews seconded by Director Porter to approve the agreement with Crist Engineering to do the water and sewer design for the cost not to exceed \$442,933.59.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Absent”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

CONSIDERATION FOR APPROVAL OF ADEM GRANT & WCAPDDI AGREEMENT FOR HADDOCK STREET DRAINAGE PROJECT

Mr. Brinkley presented the Board with the ADEM Grant which was in the amount of \$300,000.00. The Haddock Street drainage rebuild project total cost is estimated to be \$669,510.00. Mr. Brinkley requested that the Board approve the Memorandum of Understanding, the resolution, and the Contract for Project Management to facilitate the ADEM grant.

A motion was made by Director Chaney seconded by Director Crews to approve the Memorandum of Understanding, the resolution, and Contract for Project Management to accept the ADEM grant in the amount of \$300,000.00 and to allow the city manager to sign all three documents.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Absent”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

CONSIDERATION OF THIRD RESOURCE OFFICER

Chief Jackson and Mr. Brinkley requested the Board approve the establishment of a third School Resource Officer at the cost of \$24,000.00 with the School Board covering half of the cost.

A motion was made by Assistant Mayor Gosey seconded by Director Jones to approve the establishment of a third School Resource Officer.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Absent”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

CITY MANAGER’S REPORT

July 19, 2022

- The Gum Springs water system rehabilitation project is **now complete**. The water tower was sanitized and filled up on Wednesday, July 27th. After testing it was put back into service. Again, thank you for your help and patience as we worked through the myriad of unknowns to deliver a new distribution system to our new customers.
- The new concrete pad and fence at Fire Station One is completed.
- On July 26th we held a bid opening for the new CXT restroom/concession stand at Feaster Park. We received no bids. Staff is working with the engineers to develop another strategy to entice bids at the next advertisement.
- Airport Terminal – This week the footings are being dug and steel delivered for the pour.
- We anticipate receiving the final draft of the drainage improvements at 230 N. 18th Street this week. This project will be advertised for bid for 2 weeks with a bid opening before the first of Sept. If we are able to meet these deadlines, it will be on your September 6th agenda.
- According to B&F Engineering -Haddock Street bid doc preparation to resume on Monday 8/1.
- B&F is organizing Haddock and Henderson Street drainage easement docs. They should be delivered to the attorney this week for review.

- Caddo and 27th Street Drainage: The couplings for the water main are now scheduled to be shipped on 8/12/2022. This will allow us to finish the water line relocation and resume the storm drainage installation.
- We anticipate executing the contract for the Henderson St drainage system rebuild this week.
- We heard from our slurry seal contractor he will be here mid-September which is perfect as it allows time for our Street Dept to finish their preparation work.
- The EDCCC approved a budget of \$1.2mm for the extension of water and sewer service to the far south end of the super site. There is internal pressure to get the lines installed ASAP as the EDCCC also executed a lease for 70 acres for a tenant to build a campus for manufacturing oilfield equipment and services.
- I met with Bob Fowler with the Arkansas Conservation District and we have been awarded a small \$15,000 grant to continue our study of the Kayak Launch Park on the Ouachita River. More to follow.
- On July 28th the Community Family Enrichment Center hosted its 25th anniversary celebration. It was a pleasure to be able to read the proclamation celebrating this milestone.

Dates to Remembers:

- The city will host an *End of Summer Blowout* in Feaster Park sponsored by Southwest Autogroup on August 13th. The event begins at 5:00 pm and will end at dusk with a fireworks show, provided the fire ban has been lifted.
- The last day at the pool is September 5.
- The annual Doggie Dip will be the following Saturday, September 10th.

ROUTINE BUSINESS

Taylor Chaney, Ward 1 – He asked about 18th Street.

Chris Porter, Ward 2 – Nothing.

Keith Crews, Ward 3 – He asked for an update on the MLK park progress.

Reo Cummings, Ward 4 – Absent.

Jason Jones, Ward 5 – He congratulated Director Chris Porter on the arrival of his first grandbaby.

Roland Gosey, Assistant Mayor – He thanked Chief Jackson for his work at the schools. He also mentioned that he asked questions for the benefit of the citizens.

Scott Byrd, Mayor – He is thankful for the 1-cent sale tax and the vote of confidence. He mentioned that the City is doing exactly what they said they would do with the funds from the sale tax.

ADJOURNMENT

There being no further business to discuss, Director Chaney made the motion, seconded by Director Crews to adjourn. **The motion passed unanimously, and the meeting adjourned at 6:04 p.m.**

Scott Byrd, Mayor

Samantha Roybal, City Clerk

ADDITIONAL ATTENDEES

Julie Lacy
Jason Jackson
David Green
Lesley Galbraith
Tiffany Burke



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 10, 2022
Re: MLK Park Update

A handwritten signature in blue ink, appearing to read 'May B. G.' with a flourish.

Assistant Mayor Roland Gosey, Chairman of the MLK Committee, and Dr. Fitz Hill the Fundraising Chairman will be here to provide the Board with the latest update on MLK Park.

Thank you.



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 10, 2022
Re: Recognition of Sgt Thomas Free Retiring

Sgt. Thomas Free has tendered his retirement for August 31, 2022.

Staff wanted to recognize Sgt Free for his exemplary job as the Code Enforcement Officer for the City of Arkadelphia and allow the Board of Directors the opportunity to thank Sgt. Free for his tireless efforts.

Thank you.

CITY OF ARKADELPHIA, ARKANSAS
RESOLUTION No. _____

BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS; A RESOLUTION TO BE ENTITLED:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS, AUTHORIZING THE PRESENTATION TO RETIRING POLICE OFFICER OF THEIR BADGE AND SERVICE PISTOL OR REVOLVER.

WHEREAS, Under Arkansas Law, Act 365 of 2007, §14-52-112 a city of the first class may award a retiring municipal police officer his or her duty pistol, and;

WHEREAS, Sergeant John Thomas Free has efficiently and effectively served the Arkadelphia Police Department for a total period of twelve years, seven months, and twelve days, and;

WHEREAS, Sergeant John Thomas Free efficiently and effectively served the citizens of the State of Arkansas throughout his law enforcement career, which exceeds thirty-seven years, and;

WHEREAS, Sergeant John Thomas Free is retiring from the Arkadelphia Police Department on August 31, 2022, and;

WHEREAS, Sergeant John Thomas Free has made a formal request that his pistol be retired with him and remain in his possession;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS THAT:

In accordance with Act 365 of 2007, the City of Arkadelphia does hereby award Sergeant John Thomas Free his Clock Model 19, Serial Number BMFZ875, as a token of our esteem and appreciation for service devoted to the Arkadelphia Police Department and the citizens of Arkansas.

PASSED: _____, 2022.

APPROVED:

Mayor

City Clerk



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 12, 2022
Re: Bypass-Utility Agreement for Preliminary Engineering Services



At our last meeting, you approved the Preliminary Engineering Agreement for the Pine Street widening project. Tonight, you are being presented with the same agreement for the Bypass Project (ArDOT #070442).

The agreement is for Crist Engineering to do the water and sewer design which is a reimbursable expense from ArDOT.

Staff recommends you approve and instruct the City Manager to execute the agreement.

Thank you.



ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

July 12, 2023

Mr. David Green
City of Arkadelphia
P.O. Box 495
Arkadelphia, AR 71923

RE: Job 070442 (Utilities)
Hwy. 67 - Hwy. 51
STPC-9013 (10)
Route 67 & 51 Section 5 & 1
Clark County

Dear Mr. Green:

Enclosed are the original and one (1) copy of the Department's standard Preliminary Engineering Agreement covering the eligible reimbursable work to be performed by Crist Engineers. Reimbursement will be on the basis of an actual cost payment.

Please return the original signed and witnessed. The extra copy is for your file. At this time please return one (1) copy of the executed contract between you and your consultant.

Your consultant should not begin work until you receive authorization from this office.

Sincerely,

Cory Sutton
Utility Coordinator
Utilities Section
Right of Way Division

Enclosures

C: Crist Engineers
"C" File

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. 070442 (Utilities) FAP No. STPC-9013 (10) Utility
Job Location Hwy. 67 - Hwy. 51 Owner City of Arkadelphia
(Arkadelphia Bypass) (S)
Route 67 - 51 Section 5 & 1 Consultant Crist Engineers
County Clark

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and the **City of Arkadelphia** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1) The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2) The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **Crist Engineers** to perform the following services.

a. Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.

b. Furnish four (4) copies of plans, specifications, etc. for Department review and approval.

c. If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.

d. Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed \$ **563,637.64**.

(4a) The cost of preliminary engineering services shall be eligible for reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work 0 calendar days after receiving written authorization from Owner and complete 120 calendar days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

City of Arkadelphia

**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Name (Typed or Printed)

(For) Director

Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)


Title

Signature



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 12, 2022
Re: Crist Agreement for Bypass Engineering Services



Following your approval of the Preliminary Engineering Agreement the Bypass Project (ArDOT #070442), we now need to execute the Agreement between Arkadelphia Water Utilities and Crist Engineering.

The agreement is for Crist Engineering to do the water and sewer design at an estimated cost of \$563,112.64.

Staff recommends you approve and instruct the City Manager to execute the agreement.

Thank you.

Agreement

Between

**ARKADELPHIA WATER UTILITIES
ARKADELPHIA, ARKANSAS**

And

**CRIST ENGINEERS, INC.
Little Rock, Arkansas**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between CRIST ENGINEERS, INC. (hereinafter called the "Engineer"), and the ARKADELPHIA WATER UTILITIES of the City of Arkadelphia, Arkansas (hereinafter called the "AWU");

WITNESSETH, that whereas the ARKANSAS DEPARTMENT OF TRANSPORTATION (hereinafter called "ARDOT") intends to construct a bypass south of the city of Arkadelphia from Route 51 Section 1 to Route 67 Section 5 designated as Job No. 070442 by ARDOT, and;

WITNESSETH, that the above-said ARDOT project may conflict with installed water and sewer lines and appurtenances that are the property of the AWU, thereby necessitating adjustment and/or relocation of certain AWU-owned utilities and appurtenances, and;

WITNESSETH, that the AWU desires to employ the Engineer to perform necessary planning, design, and other associated engineering functions for the purpose of relocating conflicting water and sewer lines (hereinafter called the "Project"), and;

WITNESSETH, that in consideration of the covenants and agreements hereinafter to be performed by the Parties signatory hereto, and the amount and manner of payment hereinafter agreed to be made, it is mutually agreed as follows:

SECTION 1 - PRELIMINARY ENGINEERING:

1.1 After authorization to proceed, the Engineer will provide engineering services related to the adjustment and relocation of water and sewer lines and appurtenances that potentially conflict with the highway improvements included within ARDOT Job No. 070442; such planning and design services may include:

- 1.1.1 Performing field surveys to establish the location of existing water and sewer lines and appurtenances and provide other information as required for use in the planning and design of the Project.

- 1.1.2 Utilizing the surveys as made in accordance with 1.1, above, the Engineer will prepare detailed drawings as necessary to show the character and scope of the adjustments and relocations to be performed by the Contractor retained by the AWU to construct the Project.
- 1.1.3 Prepare proposal forms, contract forms, general conditions, bond forms, and technical specifications consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.1.4 Furnishing the AWU an opinion of probable construction costs based on the Drawings and Specifications.
- 1.1.5 Assisting the AWU in the solicitation of proposals (bids) from contractors for the construction of the Project, and advise and assist the AWU in evaluating bids as received, selecting materials, and preparing construction contracts.
- 1.1.5 Submit the documents stated in Section 1 through the AWU to the ARDOT and the Arkansas Department of Health (Engineering Division) for review and approval.

1.2 After authorization to proceed, the Engineer will provide engineering services related to the adjustment and relocation of the 13th Street Lift Station and appurtenances that potentially conflict with the highway improvements included within ARDOT Job No. 070442; such planning and design services may include:

- 1.2.1 Performing field surveys to establish the location of existing water and sewer lines and appurtenances and provide other information as required for use in the planning and design of the Project.
- 1.2.2 Utilizing the surveys as made in accordance with 1.1, above, the Engineer will prepare detailed drawings as necessary to show the character and scope of the adjustments and relocations to be performed by the Contractor retained by the AWU to construct the Project.
- 1.2.3 Prepare proposal forms, contract forms, general conditions, bond forms, and technical specifications consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.2.4 Furnishing the AWU an opinion of probable construction costs based

on the Drawings and Specifications.

- 1.2.5 Assisting the AWU in the solicitation of proposals (bids) from contractors for the construction of the Project, and advise and assist the AWU in evaluating bids as received, selecting materials, and preparing construction contracts.
- 1.2.6 Submit the documents stated in Section 1 through the AWU to the ARDOT and the Arkansas Department of Health (Engineering Division) for review and approval.

SECTION 2 - CONSTRUCTION PHASE:

After authorization to proceed, the Engineer will provide the following engineering services as related to the relocation and adjustment of water and sewer lines and appurtenances by the Contractor who is placed under Contract by the AWU to perform such work:

- 2.1 Perform field surveys and staking for location and grade of the relocated water and sewer lines and appurtenances.
- 2.2 Observe the progress of the Work and assist in the construction phase of the Project as requested by the AWU. Resident construction observation will be provided upon request by the AWU.
- 2.3 Review of the Contractor's partial payment requests submitted as a basis for partial payments to the Contractor by the AWU.
- 2.4 Preparation and submission of Change Orders.
- 2.5 Coordination with representatives of the ARDOT and representatives of the AWU.
- 2.6 Provide the AWU with two sets of Record Drawings for the Project upon completion of the work by the Contractor. Record drawings will include the drawings as issued for construction including any changes due to Addenda or Change Orders and other information which the Engineer considers significant based on the Drawings and other documents furnished by the Contractor to the Engineer and which were annotated by Contractor to show all changes made during construction.
- 2.7 In providing services under this Agreement, the Engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the

Contractor, for safety precautions and programs incident to the Contractor's work in progress, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, or orders applicable to the Contractor furnishing and performing the work.

The Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform Work in accordance with the Contract Documents.

The Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except Engineer's own employees) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the Owner without consultation and advice of the Engineer.

SECTION 3 - PAYMENTS TO THE ENGINEER:

- 3.1 For the engineering services performed in Section 1 and Section 2 of this Agreement, the Engineer shall be paid by the AWU on the following basis, and in the following manner as indicated in the attached Engineering Estimate (the Engineering Estimate for Section 2 will be prepared after the relocations and adjustments have been designed):
Section 1.1: \$499,077.54.
Section 1.2: \$64,035.10.
- 3.2 Billing for the Engineer's services as stipulated in Section 1 and Section 2, upon the basis as defined in the attached Engineering Estimate shall be as follows: Monthly statements will be rendered by the Engineer to the AWU for services performed and the expenses incurred during the preceding month. Statements as rendered by the Engineer shall be due and payable within 30 calendar days after receipt by the AWU.
- 3.3 It is understood that payments to the Engineer will be reimbursed by ARDOT in accordance with the reimbursable schedule in the Utility Agreement between AWU and ARDOT.

SECTION 4 - EXCLUSIONS:

It is understood and agreed by the Parties signatory hereto that the services of the Engineer under this Agreement do not include the following:

- 4.1 Subsurface exploration or soils borings, or other geotechnical considerations.

- 4.2 Property surveys for the purpose of establishing land lines, boundary lines, or lines establishing political subdivisions or easements. Costs or fees associated with preparing or securing easements or land rights.
- 4.3 Publication of any Legal Notices as may be associated with the Project.
- 4.4 Services by legal counsel, bond counsel, fiscal agent, appraiser, or abstract company.
- 4.5 The testing of construction materials and/or methods and equipment as utilized by the Contractor within the scope of the Project.
- 4.6 Payment of any fees or charges as may be assessed by federal, state, or local regulatory agencies pertinent to the Project.
- 4.7 Any services as might be related to utility installations outside the immediate scope of ARDOT Job No. 070442.
- 4.8 Payments to the Engineer as stipulated in Section 3 excludes all sales and use taxes as may be applied to professional fees under this Agreement.

SECTION 5 - GENERAL CONSIDERATIONS

- 5.1 The AWU and the Engineer each binds itself and its successors, agents, and assigns to the other Party of this Agreement and to the successors, agents, and assigns of such other Party in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any Officer or Agent of any Public Body which may be a Party hereto.
- 5.2 The AWU may terminate this Agreement at any time by notice in writing to the Engineer. If this Agreement is terminated by the AWU, as provided herein, the Engineer shall be paid for the actual work and services performed to that date of notification; with said payment to the Engineer to be determined in accordance with the method and procedures as stipulated in Section 3 of this Agreement.
- 5.3 The services to be provided by the Engineer under Section 2 of this Agreement during the Construction Phase shall be for the duration of time as allowed to complete the Project as stipulated in the Contract Documents. Any services provided by the Engineer beyond this stipulated period of time shall be on a negotiated basis between the AWU and the Engineer, and these additional fees may be beyond the Maximum Fee as stated in Section 3 of this Agreement.
- 5.4 All documents provided or furnished by the Engineer to the AWU pursuant

to this Agreement are instruments of service in respect to the Project, and the Engineer shall retain an ownership and property interest therein, including the right to reuse by and at the discretion of the Engineer, whether or not the Project is completed. The AWU may make and retain copies for information and reference in connection with the use and occupancy of the Project by the AWU and others; however, such documents are not intended or represented to be suitable for reuse by the AWU or others on extensions of the Project, or on any other undertaking. Any such use without written verification or adaptation by the Engineer for the specific purpose intended shall be at the AWU's sole risk and without liability or legal exposure to the Engineer or the Engineer's consultants. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the AWU and Engineer.

IN TESTIMONY of which this Agreement is executed on behalf of the above-named Engineer, it has been executed on behalf of the AWU, and the two counterparts of equal force and effect on the day and year first written above.

ARKADELPHIA WATER UTILITIES
CITY of ARKADELPHIA, ARKANSAS

ATTEST:

CRIST ENGINEERS, INC.


Matt Dunn, P.E., President

Les Price, P.E.,
Secretary/Treasurer



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 10, 2022
Re: B&F Engineering Professional Service Agreement



It is time to refresh the agreement for a master service agreement with B&F Engineering, Inc. as they have joined Crafton Tull as a division of that corporation.

B&F is the engineering firm we use to design and construct the city drainage systems, review proposed drainage plans on commercial projects, and aid us on plan reviews when commercial projects exceed our comfort level.

The agreement has a placeholder of \$10,000 in estimated expenses.

On drainage system projects we typically issue task orders under this agreement for an estimated amount which aids us in cost controls

Ed McCorkle has reviewed the contract and I have stricken the clauses that did not meet with his approval.

Staff recommends you approve the agreement as presented with B&F Engineering for Professional Services and allow the city manager to sign.

Thank you.



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between The City of Arkadelphia (Owner) and **B&F Engineering, Inc. a Division of Crafton Tull** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as 2022 On-Call Services (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: 2022 On-Call Services within the City of Arkadelphia

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; ~~(4) the Owner understands the Engineer is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.~~
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as shown in **Exhibit A** as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Reimbursable expenses shall be invoiced at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$500.
 - c. Engineer's Standard Hourly Rates are attached as **Exhibit B**.
 - d. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer's hourly fees at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

- e. The total compensation for Services and reimbursement of expenses is estimated to be **\$ 10,000.**
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Exhibit B.**

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. ~~If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.~~

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. **Successors and Assigns**
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Exhibit(s) A, Scope of Services**
Exhibit B, Standard Hourly Rate Schedule

This Agreement's Effective Date is _____.

Owner:

Engineer: B&F Engineering, INC.

By: _____
(authorized individual's signature)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: Gary Brinkley
(typed or printed)

Name: _____
(typed or printed)

Title: City Manager
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

700 Clay Street

928 Airport Road

Arkadelphia, AR 71923

Hot Springs, AR 71913

Designated Representative:

Designated Representative:

Name: Gary Brinkley
(typed or printed)

Name: John W. Rogers
(typed or printed)

Title: City Manager
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 870.246.9864

Phone: 501-767-2366


Email: Gary.brinkley@arkadelphia.gov

Email: John.rogers@craftontull.com



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: August 12, 2022
Re: Consideration of Adopting Ordinance to Update Flood Damage Prevention Code



We are currently under an audit of our flood plain management policies and documentation by the Federal Emergency Management Agency. The purpose of the audit is like the ISO rating audits whereby we are given points for having and enforcing best practices.

During our audit FEMA determined we needed to update our ordinance and code for flood damage prevention. These edits were superficial to manufactured homes in three flood zone districts.

On the attached please Ordinance you will find: first, it amends the ordinance to acknowledge we need to update the ordinance from time to time, second it addresses the 3 specific areas where the word "or" is changed to "and", finally it provides for an emergency clause for immediate adoption.

If we fail to adopt this Tuesday night, our point system will drop and it will remove a large portion of the discount our citizens who purchase flood insurance receive.

Staff recommends you approve the ordinance, adopt the ordinance and adopt the emergency clause on Tuesday night.

Thank you.

ORDINANCE NO. 0-22-_____

AN ORDINANCE AMENDING ORDINANCE NO. O-12-01 PROVIDING FOR THE ESTABLISHMENT OF A FLOOD DAMAGE PREVENTION PROGRAM FOR ARKADELPHIA, ARKANSAS, AND FOR ALL OTHER PURPOSES.

WHEREAS, on January 17, 2012 the Board of Directors for Arkadelphia Arkansas passed Ordinance O-12-01 for the establishment of a Flood Damage Prevention Program for the City of Arkadelphia, Arkansas, and;

WHEREAS, the adoption of the ordinance by reference adopted the *Flood Damage Prevention Code for Arkadelphia Arkansas, February 2, 2012*, and;

WHEREAS, from time to time the Federal Emergency Management Agency changes terms, rules or procedures and it is required for the City to adopt these changes to stay in compliance with the Federal Emergency Management Agency, and;

WHEREAS, a lack of compliance has a negative impact on the city by not participating in best practices, exclusion from federal grant and discounts on flood insurance to the citizens.

NOW THEREFORE BE IT ORDAINED BY THE CITY BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

SECTION 1. Section 6 shall be amended to read:

SECTION 6: FLOOD DAMAGE PREVENTION CODE ADOPTED BY REFERENCE.

There is hereby adopted by reference Flood Damage Prevention Code for Arkadelphia, Arkansas dated February 2, 2012 and as amended from time to time.

SECTION 2. The *Flood Damage Prevention Code for Arkadelphia Arkansas, February 2, 2012*, shall be amended to read as follows:

Article 3, Section B (1) c 2

2. Require that a manufactured home be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of Paragraph (1.) of this section to be elevated so that either:

a. the lowest floor of the manufactured home is *1 foot or more* above the base flood elevation, and

b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Article 3, Section B (3) c 2:

2. Require that a manufactured home be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of Paragraph (1.) of this section to be elevated so that either:

a. the lowest floor of the manufactured home is *1 foot or more* above the base flood elevation, and

b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Article 3, Section B (4) d 2 shall be amended to read:

2. Require that a manufactured home be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of Paragraph (1.) of this section to be elevated so that either:

a. the lowest floor of the manufactured home is *1 foot or more* above the base flood elevation, and

b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

SECTION 3: Emergency Clause

NOW THEREFORE, AN EMERGENCY IS HEREBY DECLARED TO EXIST, to ensure the city is in compliance with the Federal Emergency Management Agency to safe guard the public's health and by complying it provides for a discount to our citizens who are forced to purchase flood insurance by safeguarding the public health, safety, and welfare, this ordinance shall take effect and be in force from and after its passage and approval.

PASSED this _____ day of _____, 2022

APPROVED: _____
Scott Byrd, Mayor

ATTEST: _____
Samantha Roybal, City Clerk