

RESOLUTION NO. 2022- 8

**A RESOLUTION BY THE CITY TO AUTHORIZE THE PURCHASE OF NEW POLICE
DEPARTMENT VEHICLE2**

WHEREAS, the City has a need for 2 new vehicles for the police department; and

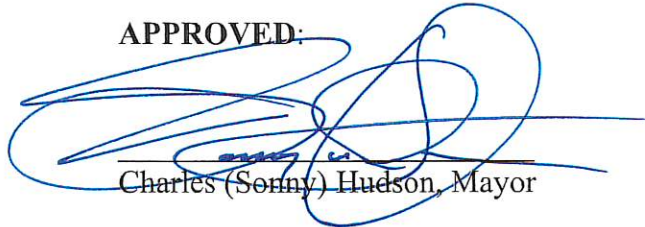
WHEREAS, Steve Landers Chrysler Dodge Jeep Ram has the current State of Arkansas
bid for a Dodge Durango for a price of \$31,644.00 each.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PRAIRIE GROVE, ARKANSAS:**

1. That the City Council hereby authorizes the Mayor to purchase 2 2022 Dodge Durangos from Steve Landers Chrysler Dodge Jeep Ram for a price of \$31,644.00 each through the State procurement program.
2. Further authorizes the Mayor and Clerk to take whatever administrative steps are necessary to effectuate such purchase.

PASSED AND APPROVED on this 7 day of June 2022.

APPROVED:



Charles (Sonny) Hudson, Mayor

ATTEST:



Christine Kelly, Clerk

RESOLUTION NO. 2022-9

A RESOLUTION BY THE CITY TO ACCEPT A BID BY PRIVCON DEVELOPMENTS, INC. FOR REPLACEMENT OF DOWNTOWN WATERLINES

WHEREAS, the City of Prairie Grove has issued bonds to, among other things, replace waterlines in the downtown area; and

WHEREAS, the City has advertised for proposals from appropriate contractors to bid on construction of such waterline replacement; and

WHEREAS, the best and lowest responsible bid was submitted by Privcon Developments, Inc. of Jacksonville, Arkansas for a price of \$1,480,988.17.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:

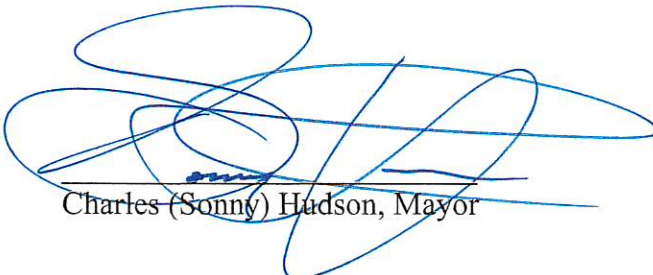
1. The Mayor and Clerk are hereby authorized to enter into a contract with Privcon Developments, Inc. to construct the replacement of downtown waterlines as specified in the bid documents.
2. The Mayor and Clerk are authorized to take any and all ministerial actions reasonably related to both enforcement and compliance with the terms of the contract.

PASSED AND APPROVED on this 20th day of June 2022.

APPROVED:

ATTEST:


Christine Kelly, City Clerk


Charles (Sonny) Hudson, Mayor

RESOLUTION NO. 2022-10

**A RESOLUTION BY THE CITY TO ENTER INTO AN AGREEMENT DETERMINING
SEWER LINE UPGRADE COST SHARE**

WHEREAS, the City of Prairie Grove maintains a sewer line running through the Hudson Heights Subdivision; and

WHEREAS, the City will eventually need to upgrade said sewer line; and

WHEREAS, the subdivision developer also desires for the sewer line to be upgraded now; and

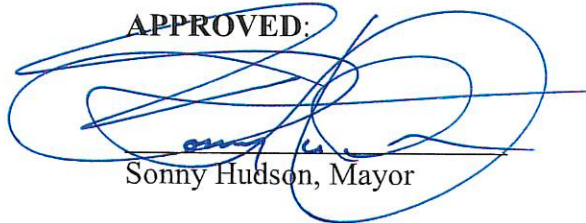
WHEREAS, it is in the best interest of the City of Prairie Grove to enter into this cost-sharing agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PRAIRIE GROVE, ARKANSAS:**

That the City Council hereby approves the attached cost-sharing agreement and authorizes the Mayor and Clerk/Treasurer to affix their names binding the City to the agreement.

PASSED AND APPROVED on this 20th day of June 2022.

APPROVED:



Sonny Hudson, Mayor

ATTEST:


Christine Kelly, Clerk

RESOLUTION NO. 2022- 11

A RESOLUTION BY THE CITY COMMITTING TO A MINIMUM OF THREE YEARS PARTICIPATION IN THE MAIN STREET ARKANSAS/ARKANSAS DOWNTOWN NETWORK

WHEREAS, the City of Prairie Grove recognizes that promoting an active downtown business district provides innumerable benefits to a municipality; and

WHEREAS, the City Council and local Chamber of Commerce are both interested in maintaining membership in the Arkansas Downtown Network to promote a vibrant downtown; and

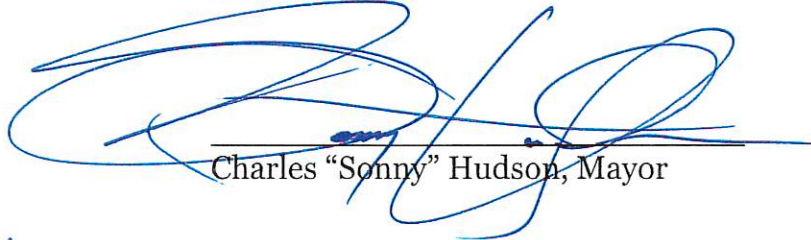
WHEREAS, the City Council hereby commits to a minimum of five additional years participation in the Arkansas Downtown Network and further commits to providing the necessary funding to sustain an operating budget for this endeavor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:

The City of Prairie Grove agrees to continue membership for a minimum of five additional years participation in the Main Street Arkansas/Arkansas Downtown Network and further agrees to provide a level of funding in conjunction with the Chamber of Commerce to sustain an operating budget for this endeavor.

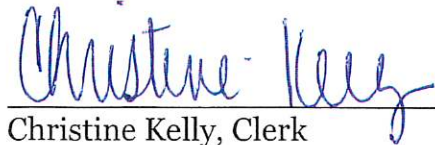
PASSED AND APPROVED on this 20th day of June 2022.

APPROVED:



Charles "Sonny" Hudson, Mayor

ATTEST:



Christine Kelly, Clerk

RESOLUTION NO. 2022-12

A RESOLUTION BY THE CITY TO APPROVE TASK ORDER 3 TO THE CONTRACT WITH BURNS & MCDONALD TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE DOWNTOWN WATERLINE REPLACEMENT PROJECT

WHEREAS, the City of Prairie Grove is replacing waterlines in the downtown area; and

WHEREAS, professional engineering services are needed to assist the City with such project; and

WHEREAS, the City has previously engaged Burns & McDonald Engineering Company, Inc. to provide engineering services in relation to this project; and

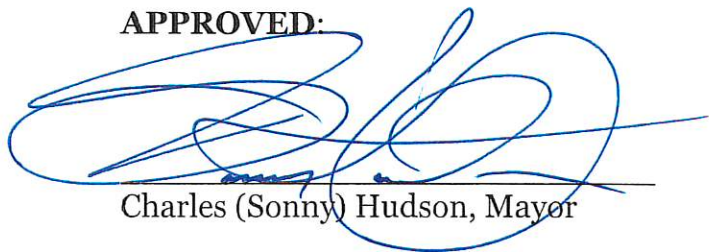
WHEREAS, the City now requires professional engineering services to provide construction administration and observation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE, ARKANSAS:

That the City Council hereby authorizes the Mayor and Clerk to enter into the attached Task Order No. 3 with Burns & McDonald Engineering Company, Inc. to provide engineering services to the City in connection with the downtown drainage waterline replacement. The Mayor and Clerk are further authorized to take such steps as are necessary and incident to its implementation.

PASSED AND APPROVED on this ^{20th}~~18th~~ day of ^{June}~~April~~ 2022.

APPROVED:


Charles (Sonny) Hudson, Mayor

ATTEST:


Christine Kelly, Clerk



TASK ORDER NO. 3 FOR ENGINEER-OWNER AGREEMENT

This Task Order is entered into and authorized by Owner this ____ day of _____, 2021, by and between City of Prairie Grove, Arkansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated September 25, 2020:

1. Scope of Services:

The Scope of Services is described on Exhibit A.

2. Compensation:

The basis of compensation for the above Services shall be:

- ☐ Lump Sum Fee of \$_____.
- ☒ Hourly Rate per ENGINEER's Rate Sheet, shown below, and subject to a Not-to-Exceed Cap of **\$125,000.00**, without further authorization.
- ☐ Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with no guaranteed maximum.

ENGINEER'S Schedule of Hourly Billing Rates (Rate Sheet)

Billing Classification	Hourly Billing Rate
Project Manager	\$225.00
Assistant Civil Engineer	\$115.00
Staff Civil Engineer	\$150.00
Senior Civil Engineer	\$160.00
Civil Designer	\$110.00
Resident Engineer	\$155.00
Construction Observer	\$115.00
Project Administrator	\$130.00

Notes:

1. For any non-exempt personnel, approved overtime will be billed at 1.5 times the hourly labor billing rates shown.
2. The services of contract/agency and/or any personnel of a subsidiary to Burns & McDonnell or its affiliates shall be billed to Client according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
3. The rates shown above are effective through December 31, 2022 and are subject to revision thereafter. ENGINEER shall provide OWNER notification if rate change will be made at that time.

3. Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Prairie Grove, Arkansas

By:

Name: Sonny Hudson

Title: Mayor

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By:

Name: Steven Beam, P.E.

Title: Business Manager

EXHIBIT A TO TASK ORDER NO. 3 SCOPE OF SERVICES

A. GENERAL

This work consists of providing construction administration and observation services to assist the OWNER during construction of waterlines along S. Pittman Street, S. Neal Street, and S. Mock Street.

The ENGINEER will serve as an extension of the OWNER to administer the project in accordance with project requirements. The ENGINEER shall be the only authorized Project site contact with the OWNER's Representatives; all information, requests for information and correspondence from the Contractor and all other parties at the Project site will be transmitted through the ENGINEER to the OWNER.

The ENGINEER will provide construction administration and observation to include, but not limited to, inspectors, materials testing laboratory equipment and staff, Resident Engineer, office clerical staff, vehicles, equipment, and supplies as required to provide the Service.

The ENGINEER will perform all construction administration and observation to include, but not limited to, identification and recommendation of corrections for omissions, substitutions, defects and deficiencies in the construction plans, the work of the Contractor, its subcontractors, its vendors and its consultants; and coordination of the efforts of the Contractor and the OWNER's Representative in an effort to meet the Project schedule and budget. ENGINEER is in no way responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

The ENGINEER shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment or personnel other than employees of ENGINEER. ENGINEER's performance of the scope of work contained herein shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation to for complete compliance with the Project requirements. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices and conditions.

B. SCHEDULE

These services shall commence at the Notice of Award and continue through the Final Acceptance of the Project by the OWNER. The Project Schedule stated in the Project Manual is 210 calendar days to final acceptance. If the construction duration exceeds this calendar day limit, the ENGINEER will be entitled to additional compensation.

C. PROJECT STAFFING

The ENGINEER shall provide sufficient trained personnel to adequately and competently provide the Services and satisfy the requirements of this Task Order. The ENGINEER shall have the necessary qualified personnel available to provide Services for the project. The ENGINEER's personnel assigned to perform the Services must have prior construction experience in the areas of Services that they are to perform.

The ENGINEER shall maintain a good working relationship with the OWNER. Any person employed by the ENGINEER or by any Subconsultant who, in the opinion of the OWNER, does not perform his/her Services in a reasonably proper and skillful manner, or is intemperate or disorderly, shall at the written request of the OWNER, be removed immediately by the ENGINEER or Subconsultant employing such person and shall not be employed again in any portion of the Services without the approval of the OWNER.

C. SURVEY CONTROL

The Contractor shall be responsible for verifying the existence and accuracy of location for the reference points and baseline control points indicated on the plans. The Contractor shall re-establish any missing or disturbed control points as may be required prior to the start of construction.

The Contractor shall establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project for use by the Contractor and the ENGINEER in performing verification surveys of construction layout. Control and any additional design surveys shall be supervised and certified (stamped) by a Professional Land Surveyor registered in Arkansas.

The ENGINEER shall utilize software and procedures for quality control and quantity computations as required by the OWNER. The ENGINEER shall make and record such measurements as are necessary to calculate and document quantities for pay items. All survey work shall be performed under the supervision of a Professional Surveyor registered in the State of Arkansas.

D. CONSTRUCTION OBSERVATION

The ENGINEER shall be responsible for monitoring the Contractor's on-site construction operations and inspecting materials entering into the work as required. The ENGINEER shall keep detailed, accurate records of the Contractor's daily operations in accordance with OWNER's and ARDOT's procedures, rules, standards and policies. The frequency and scope of inspections will vary with the work activity being performed; however, the ENGINEER shall perform observation services in accordance with procedures, policies, directives and industry accepted standards. The inspector's site attendance shall be dictated by the nature and needs of the construction work being executed on a day-to-day basis, as such the inspector's work hours shall not reflect the Contractor's work hours. Construction observation will not be "full-time", and Contractor is solely liable for constructing the Project in full compliance with the Project requirements.

E. TESTING

The ENGINEER shall perform Project-site sampling and testing of component materials and completed work items to ensure the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. The ENGINEER shall meet the minimum sampling frequencies and other provisions as contained in the Project Manual. The ENGINEER shall perform all on-site sampling of materials and such testing of materials and completed work items that are normally required to verify conformance with the contract documents.

The ENGINEER shall provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures" unless the Project Manual specifies differently. The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

The Testing Laboratory shall furnish a Laboratory Supervisor who shall be responsible for all Project-site materials testing, documentation, and reporting of test results. The Testing Laboratory shall report test results by phone or email on critical construction items within four hours after the test results have been obtained. A written report shall be prepared and sent to the ENGINEER within 48 hours after test results are known on any test performed by the Testing Laboratory. All technicians performing materials testing shall be certified by the Center for Training of Transportation Professionals (CTTP) in every area in which materials testing is to be performed.

The ENGINEER shall be responsible for on-site job control samples to determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, OWNER's label, OWNER's stamp, etc.

F. ENGINEERING SERVICES DURING CONSTRUCTION

The ENGINEER shall be responsible for engineering services during construction until the Project is completed and ready for acceptance by the OWNER. This will require interpretation of the plans and contract documents, coordination of changes to the project, assistance in processing of change and contract documents, coordination of changes to the project, assistance in processing of Change Orders and supplemental agreements, resolving disputes, claims analysis, and all other engineering management tasks normally handled by a Resident Engineer. These tasks include, but are not limited to the following:

1. Schedule and conduct a pre-construction conference for the Project. Document the conference in accordance with the Project Manual.
2. Document any Project delay or potential delay caused by conflicts with utilities.
3. Review and monitor the Contractor's work schedule and make recommendations to the OWNER regarding any changes, or needed changes, to the schedule. Perform CPM schedule reviews, updates, and analysis of CPM impacts. Review credentials and qualifications of the Contractor's personnel to ascertain compliance with construction contract requirements regarding said personnel.
4. Maintain a complete set of project records on each Project to include daily diaries, quantities for pay items, progress estimates, material deliveries, materials, testing, submittals, as-builts, and correspondence.
5. Maintain a record of each pay item and every month prepare a comprehensive progress estimate. Quantities will be based on daily records and calculations.
6. The ENGINEER shall conduct periodic construction meetings on the Project with the Contractor and their subcontractors, the OWNER's Project Representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The results of these meetings will be documented on the Engineer's monthly summary.
7. Track and maintain a log on all Contractor submittals including requests for information, shop drawings, catalog cuts, and/or samples. An up-to-date status of each submittal must be maintained at all times through the approval stage. Transmit submittals, in accordance with the OWNER's guidelines, to the OWNER and Engineer of Record for review and approval. Reviewed submittals are to be returned to the Contractor for follow-up action. The ENGINEER shall encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the OWNER's Project Representative.
8. Identify and monitor Project permit requirements and notify the Contractor and the OWNER immediately when violations or potential violations occur.
9. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain records indicating the approximate cost of such work performed by the Contractor.
10. Analyze and make recommendations to the OWNER's Representative on all requests received from the Contractor for time extensions, contract changes, requests for information, extra work, and proposals.
11. Coordinate all contract changes with the Contractor, the Engineer of Record, the OWNER and others as required.
12. Process Supplemental Agreements pursuant to the construction contracts for necessary changes and recommend solutions to the OWNER.

13. Document traffic control devices, lane closures, traffic queue lengths, travel time through project and other impacts on traffic in accordance with the Traffic Management Plan.
14. Monitor the Contractor's compliance with construction contract provisions in regard to payment of predetermined wage rates in accordance with the Project Manual. This will include subcontractor compliance.
15. Monitor each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action. Coordinate corrective actions with the OWNER's Project Representative.
16. The Contractor is fully responsible for the means and methods of jobsite safety for construction personnel. It is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety.
17. Assist the OWNER in preparing for any litigation or other action that may arise as a result of the Project. These services are not included in the Title II fee and will be additional costs.
18. Prepare the necessary Project close-out documents to include the final estimate and all supporting records, plus one set of red lined, as-built contract documents.
19. Assist with inspections and reporting required for U.S. Army Corps of Engineers Section 404 Permits and National Pollutant Discharge Elimination System (NPDES) permits issued by the Arkansas Department of Environmental Quality.

RESOLUTION NO. 2022-13

A RESOLUTION BY THE CITY TO ACCEPT A BID BY CROSSLAND HEAVY CONTRACTORS, INC. FOR EXPANSION OF THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Prairie Grove needs to construct an expansion of the City's Wastewater Treatment Plant; and

WHEREAS, the City has advertised for proposals from appropriate contractors to bid on construction of such expansion; and

WHEREAS, the best and lowest responsible bid was submitted by Crossland Heavy Contractors, Inc. of Lowell, Arkansas for a price of \$7,358,000.00.

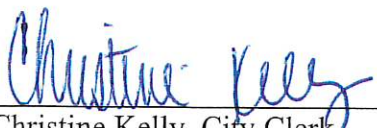
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:

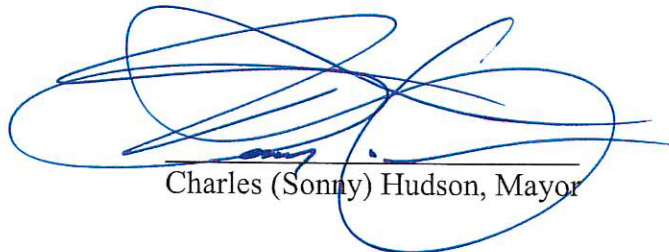
1. The Mayor and Clerk are hereby authorized to enter into a contract with Crossland Heavy Contractors, Inc. to construct the expansion of the Wastewater Treatment Plant as specified in the bid documents.
2. The Mayor and Clerk are authorized to take any and all ministerial actions reasonably related to both enforcement and compliance with the terms of the contract.

PASSED AND APPROVED on this 5th day of July 2022.

APPROVED:

ATTEST:


Christine Kelly, City Clerk


Charles (Sonny) Hudson, Mayor

RESOLUTION NO. 2022-14

A RESOLUTION BY THE CITY TO ACCEPT A BID BY PRIVCON DEVELOPMENTS, INC. FOR REPLACEMENT OF DOWNTOWN WATERLINES

WHEREAS, the City of Prairie Grove has issued bonds to, among other things, replace waterlines in the downtown area; and

WHEREAS, the City has advertised for proposals from appropriate contractors to bid on construction of such waterline replacement; and

WHEREAS, the best and lowest responsible bid was submitted by Privcon Developments, Inc. of Jacksonville, Arkansas for a price of \$1,490,988.17; and

WHEREAS, the previous Resolution had an incorrect amount for the approved bid.

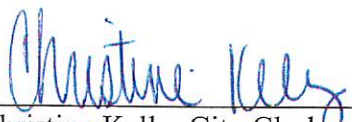
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:

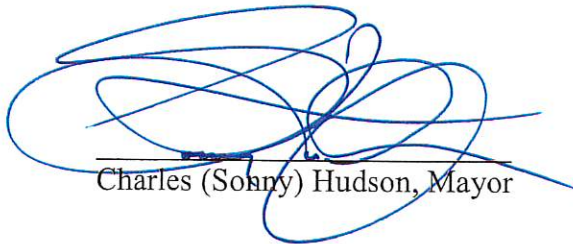
1. The Mayor and Clerk are hereby authorized to enter into a contract with Privcon Developments, Inc. to construct the replacement of downtown waterlines as specified in the bid documents.
2. The Mayor and Clerk are authorized to take any and all ministerial actions reasonably related to both enforcement and compliance with the terms of the contract.

PASSED AND APPROVED on this 5th day of July 2022.

APPROVED:

ATTEST:


Christine Kelly, City Clerk


Charles (Sonny) Hudson, Mayor

A RESOLUTION DESIGNATING AND AUTHORIZING THE MAYOR AND PUBLIC WORKS DIRECTOR OF THE PRAIRIE GROVE WASTEWATER SYSTEM TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION

WHEREAS, the City of Prairie Grove, Arkansas owns and operates a wastewater system (the "System") in order to provide wastewater service to meet the needs of the City and its inhabitants; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the "ANRC"), in order to make certain improvements to the System;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Prairie Grove, Arkansas:

Section 1. That the Mayor of the City, as a Signatory Agent or the successor of said Agent, is hereby authorized and directed to make application for assistance administered by the ANRC and to execute, when approved by the City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time.

Section 2. That the Public Works Director of the System, as a Signatory Agent or the successor of said Agent, is hereby authorized to execute, for and on behalf of the City, all other documents and certificates required.

PASSED: July 18, 2022.

APPROVED:


Charles (Sonny) Hudson, Mayor

Attest:


Christine Kelly, City Clerk



37 Valley Estates Drive
Little Rock, AR 72212

Original Contract Date: 21-Jan-22

CHANGE ORDER

Date of CO: 5/24/2022 **REVISED: 6/10/2022 - 7/5/2022**

Owner/Client: City of Prairie Grove, AR

Contractor: Clarity Pools, LLC

Project Name: Prairie Grove Aquatic Center Expansion & Renovation

Project Number: _____

Change Order # 2

Change Orders in Contract

Move Electrical Disconnect near Lift Station*	\$2,100.00
Tile Line, Additonal repair and grout above Tile Line in Toddler & Plunge Pool	\$750.00
Additonal Concrete Per Site Visit on 4/29/2022 - ADA Ramp, South Side Turn Down, Rec Pool Mechanical Area*	\$20,631.74
Prep & Painting*	\$7,460.00
Manhole lids for Filters at Rec. Pool and Plunge Pool*	\$3,040.00
ADA Handrail on Splashpad & Modification to the Balance Tank Handrail*	\$9,395.00
CREDIT: \$20,000.00 CONTINGENCY, \$250.00 PAINT ON DIVE STAND	(\$20,250.00)
Taxable Items at 9.5%	\$1,252.58
GC Fee 14%	\$7,294.54
Shipping	\$180.00
*Note: Items noted with an asterick are pass through numbers	

Original Contract Sum: \$ 894,644.00

Total Amount of this Change Order: \$ 31,853.86

Total Amount of Previous Change Orders: \$ 100,519.63

New Contract Amount Including this Change Order: \$ 1,027,017.49

Contractor:

Clarity Pools, LLC

Company Name

Signature

Kurt Crowl

Printed Name

5/24/2022 - 6/10/2022 - 7/5/2022

Date of Signature

Owner/Owner Representative:

City of Prairie Grove, AR

Client/Company Name

Signature

Printed Name

Date of Signature

Move Disconnect to top of Lift Station

Eckelhoff Electric

Note: RFP: 9.114

\$	2,100.00	Materials & Labor
\$	341.86	GC Fee 14%
\$	2,441.86	

Paint & Prep 4" of Pool Wall above Tile

Stucki Painting & Wallcovering

Note: RFP: 9.119

\$	7,460.00	Materials & Labor
\$	1,214.42	GC Fee 14%
\$	8,674.42	

Additional Grout and Labor above Tile

TDC, LLC

Note: RFP: 9.119

TDC verbally gave his number over the phone (4/19/2022)

\$	750.00	Materials & Labor
\$	71.25	9.5% Tax
\$	133.69	GC Fee 14%
\$	954.94	

Additional Concrete Per Site Visit on 4/29/2022 - ADA Ramp, South Side Turn Down, Rec Pool Mechanical Area

C&L Concrete

Note: RFP: 9.115

ADA Ramp on East Side of Splashpad.

\$	4,949.71	Materials & Labor
\$	805.77	GC Fee 14%
\$	5,755.48	

\$	6,935.35	Materials & Labor
\$	1,129.01	GC Fee 14%
\$	8,064.36	

Additional Concrete North Side of Balance Tank.
Remove recently placed concrete. Place new and finish concrete per site visit on 4/29/22
Area North of Rec Pool New pump pad.

\$	8,746.68	Materials & Labor
\$	1,423.88	GC Fee 14%
\$	10,170.56	

Splashpad
Additional concrete for 12"-22" depth by 12" width monolithic edges of splashpad
2"x12" forming materials both treated and nontreated
Rebar, Steel Plates, place, finish concrete per site visit on 4/29/22

Manhole Lids for Filters

United Industries - Manhole Lids for Rec Pool & Plunge Pool Filters

RFP: 9.116

Four (4) Lids, Gaskets, & Hardware - \$760.00 Each

\$	3,040.00	Materials
\$	288.80	Tax 9.5%
\$	180.00	Shipping
\$	571.20	GC Fee 14%
\$	4,080.00	

Credit Back to Contract

\$	(20,000.00)	
\$	(250.00)	
\$	(20,250.00)	

Contingency Monies for moving underground Electrical RFP: 9.101
~~Resurfacing of Splashtacular Slides RFP: 9.33 & 9.34~~
TNEMEC paint on Diving Board Stand In Lieu of Powder Coating

Handrail for ADA Ramp on East Side of Splashpad & Modify Balance Tank Handrail

Need design and material detailed by MCE. RFP: 9.112 & 9.113

\$	9,395.00	Material & Labor
\$	892.53	Tax 9.5%
\$	1,674.71	GC Fee 14%
\$	11,962.24	

Total:	\$	43,376.74
Shipping:	\$	180.00
Tax 9.5%:	\$	1,252.58
GC Fee 14%:	\$	7,294.54
Credit:	\$	(20,250.00)
TOTAL:	\$	31,853.86

RESOLUTION NO. 2022-16

A RESOLUTION BY THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE PRAIRIE GROVE SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICERS

WHEREAS, the Prairie Grove Police Department provides school resource officers to the Prairie Grove schools; and

WHEREAS, changes to state statutes now require school districts and municipalities to enter into a Memorandum of Understanding using a model form developed by the State; and

WHEREAS, the City and the School District have agreed to enter into the attached MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE, ARKANSAS:

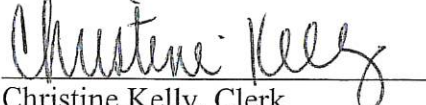
That the City Council hereby approves entering into the attached MOU with the Prairie Grove School District regarding school resource officers.

PASSED AND APPROVED on this 18th day of July 2022.

APPROVED:


Charles (Sonny) Hudson, Mayor

ATTEST:


Christine Kelly, Clerk

RESOLUTION NO. 2022-17

**A RESOLUTION BY THE CITY TO APPROVE CHANGES TO THE POLICE
DEPARTMENT POLICY MANUAL**

WHEREAS, the Police Chief is charged with developing a policy and procedure manual to be used by officers employed with the police department; and

WHEREAS, the Police Chief has developed such a policy and procedures manual; and

WHEREAS, the Police Chief has revised Policy 03-001 regarding the accrual of vacation time; and

WHEREAS, it is the responsibility of the City Council to be the body to approve all policy decisions on the behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PRAIRIE GROVE, ARKANSAS:**

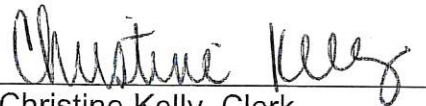
That the City Council hereby approves the police department policy and procedures manual as it exists this 18th day of July 2022.

PASSED AND APPROVED on this 18th day of July 2022.

APPROVED:


Charles (Sonny) Hudson, Mayor

ATTEST:


Christine Kelly, Clerk

RESOLUTION 2022-18

**A RESOLUTION AMENDING THE 2022 ADOPTED BUDGET FOR THE
PURPOSE OF RECEIVING AND EXPENDING THE \$5,000 STIPEND FOR
ELIGIBLE FULL-TIME LAW ENFORCEMENT OFFICERS**

WHEREAS, the Arkansas General Assembly passed Act 224 of 2022 during the 2022 Fiscal Session; and

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

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

WHEREAS, each eligible full-time law enforcement officer is entitled to a one-time salary stipend of \$5,000. Employee payroll deductions will be applied as required by law; and

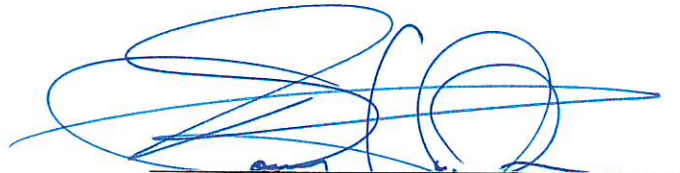
WHEREAS, the City Council of the City of Prairie Grove, Arkansas has determined that the City's 2022 budget should be amended for the purpose of receiving the revenue for the one-time salary stipend funding from the State of Arkansas and expending the one-time salary stipend to eligible full-time law enforcement officers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PRAIRIE GROVE, ARKANSAS:**

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

PASSED AND APPROVED on this 18th day of July 2022.

APPROVED:



Charles (Sonny) Hudson, Mayor

ATTEST:



Christine Kelly, Clerk

RESOLUTION NO. 2022- 19

**A RESOLUTION BY THE CITY TO APPROVE CHANGE ORDER NO. 2 TO
THE CONTRACT WITH CLARITY POOLS.**

WHEREAS, the City of Prairie Grove has approved a contract with Clarity Pools for the repair and updating of the City's Aquatic Park; and

WHEREAS, the bid specifications need to be revised to incorporate moving an electrical disconnect, additional concrete work, manhole lids and an ADA handrail; and

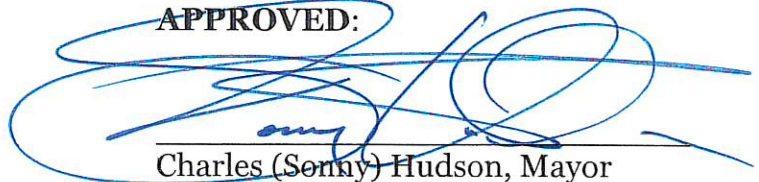
WHEREAS, Clarity Pools has provided Change Order No. 2, which has been reviewed and approved by the City's engineers, McClelland Consulting Engineers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PRAIRIE GROVE, ARKANSAS:**

That the City Council hereby approves Change Order No. 2 to the City's contract with Clarity Pools to incorporate additional work at the Aquatic Park. This Change Order will add a total of \$31,853.86 to the cost of the contract. The Mayor and Clerk/Treasurer are further authorized to take such administrative and ministerial actions as are necessary to effectuate the above.


PASSED AND APPROVED on this 18th day of July 2022.

APPROVED:



Charles (Sonny) Hudson, Mayor

ATTEST:


Christine Kelly, Clerk