

RESOLUTION NO. 2023-07-1066R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF TONTITOWN TO ENTER INTO A CONTRACT WITH DUNCAN ASSOCIATES FOR THE CAPITAL PLAN AND IMPACT FEE STUDY FOR THE CITY OF TONTITOWN TRANSPORTATION AND PUBLIC SAFETY FACILITIES.**

**WHEREAS**, the City of Tontitown has received a proposal from Duncan Associates for the capital plan and impact fee study for the City of Tontitown transportation and public safety facilities for the proposed amount of \$45,000.00; and

**WHEREAS**, the City Council of the City of Tontitown has received the proposal attached hereto as Exhibit "A" and believes it would be in the best interests of the City of Tontitown; and

**WHEREAS**, the City Council for the City of Tontitown has determined that it is in the best interest and benefit of the community to authorize the Mayor to enter into a Contract with Duncan Associates for the scope of services for a Capital Plan and Impact Fee Study for the City of Tontitown transportation and public safety facilities, as set forth in the attached Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tontitown, Arkansas:

**Section 1.** The Mayor is hereby authorized to enter into a Contract with Duncan Associates on behalf of the City of Tontitown, Arkansas for the scope of services for a Capital Plan and Impact Fee Study for the City of Tontitown transportation and public safety, as set forth in the attached Exhibit "A", in order to ensure an adequate provision of public safety and transportation facility needs within the City of Tontitown and to take all other action required hereto.

**Section 2.** The Mayor or her designee are hereby authorized to take all such action as necessary in connection therewith.

PASSED and APPROVED this 18 day of July 2023.

APPROVED:

Angela Russell  
Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni  
Rhonda Ardemagni, City Clerk-Treasurer

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Fee Amt: \$35.00 Page 1 of 5  
Washington County, AR  
Kyle Sylvester Circuit Clerk  
File **2023-00019285**

(SEAL)

RESOLUTION NO. 2011-07-10

CITY OF TONTON, WASHINGTON COUNTY, ARKANSAS  
A RESOLUTION APPROVING AND AUTHORIZING THE  
MAYOR OF THE CITY OF TONTON TO ENTER INTO A  
CONTRACT WITH DONALD ASSOCIATES FOR THE CAPITAL  
PLAN AND IMPACT FEE STUDY FOR THE CITY OF  
TONTON TRANSPORTATION AND PUBLIC SAFETY  
FACILITIES

WHEREAS, the City of Tonton has received a proposal from Donald  
Associates for the capital plan and impact fee study for the City of Tonton transportation  
and public safety facilities for the proposed amount of \$42,000.00, and

WHEREAS, the City Council of the City of Tonton has received the proposal  
attached hereto as Exhibit "A" and believes it would be in the best interest of the City of  
Tonton and

WHEREAS, the City Council for the City of Tonton has determined that it is  
in the best interest and benefit of the community to authorize the Mayor to enter into a  
Contract with Donald Associates for the capital plan and impact fee study for the City of  
Tonton transportation and public safety facilities, as set forth  
in the attached Exhibit "A"

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

Section 1. The Mayor is hereby authorized to enter into a Contract with  
Donald Associates on behalf of the City of Tonton, Arkansas for the capital plan and impact  
fee study for the City of Tonton transportation and public safety facilities, as set forth in the  
attached Exhibit "A", in order to ensure an adequate provision of  
public safety and transportation facilities within the City of Tonton and to take all  
other action required hereof.

Section 2. The Mayor or her designee are hereby authorized to take all such  
action in connection herewith.

PASSED AND APPROVED this 18 day of July 2011

ATTEST

*Angela Russell*  
Angela Russell, Mayor



ATTEST

*Charles Russell*  
Charles Russell, City Clerk

PROFESSIONAL SERVICE AGREEMENT



THIS AGREEMENT is made and entered into by and between the City of Tontitown, Arkansas, whose address is 235 E. Henri De Tonti Boulevard, Tontitown, AR 72770, hereinafter referred to as the "City," and James Duncan and Associates, Inc., dba Duncan Associates, whose address is 17409 Rush Pea Circle, Austin, TX 78738, hereinafter referred to as the "Consultant."

1. Independent Contractor. Consultant is an independent contractor and is not an employee or agent of the City. Consultant shall furnish services to the City as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Period of Service. The Consultant shall begin its services after receipt of an executed copy of this Agreement and will complete the services pursuant to the schedule set forth in Exhibit "A." Times for performance shall be extended for reasonable periods of delay resulting from circumstances over which the Consultant has no control.
3. Compensation. As consideration for services provided by the Consultant as mutually agreed upon, the City shall compensate the Consultant as set forth in Exhibit "A."
4. Payment Schedule. The Consultant shall bill the City monthly based upon the percentage of completion of each task, in accordance with Exhibit "A." Payment of each such invoice shall be due to the Consultant within 30 days of receipt by the City.
5. Changes and Extra Work. The City may, at any time, request changes in the work to be performed hereunder. All such changes, including any resulting increase or decrease in Consultant compensation or performance schedule, must be mutually agreed upon by and between the City and the Consultant, and shall be incorporated in a mutually signed written addenda to this Agreement.
6. Governing Law. This agreement shall be subject to the laws of the State of Arkansas.
7. Indemnification. Consultant shall indemnify and hold harmless the City, its agents, and employees against any claim, demand or cause of action arising in whole or in part out of the negligent or intentional act, error or omission of the Consultant.
8. Termination. All work required hereunder shall be performed in a good and workmanlike manner. The obligation to provide services under this Agreement may be terminated by either party upon 30 days written notice with or without cause. In the event of any termination, the consultant will be paid for all services satisfactorily rendered to the date of such termination and the City will be provided with all work products prepared up through the date of termination.
9. Ownership of Documents. All documents prepared in the performance of this Agreement shall be the property of City and shall be delivered to the City before final payment is made to the Consultant.

IN WITNESS WHEREOF, the City and Consultant have caused this instrument to be signed by their respective duly authorized officers. It will be effective on the date of execution by the City.

CITY.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DUNCAN ASSOCIATES

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit List:

Exhibit A



## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Task 1: Data Needs**

This task will involve data collection for the development of transportation and public safety impact fees. Necessary components for the impact fee study include the number of residential units by housing type; the amount of existing nonresidential building floor area by land use type; an inventory of existing major roads with segment descriptions, functional classifications, lengths, and recent volumes; an inventory of existing public safety (fire and police) facilities, land, firefighting apparatus, other vehicles, and other capital equipment, outstanding debt on existing major roadway and public safety facilities and equipment; a list of planned improvements with cost estimates; and anticipated future state/federal funding that will be available to pay for some of the growth-related improvement costs. Consultant will compile available data from other sources and provide a list of data that needs to be provided by the City.

*Deliverables: Data Needs List*

#### **Task 2: Review Draft**

This task entails the preparation of an initial draft of the fee study for internal review. The study will be based on review of levels of service, land use trends and policies, master plans, planned capital improvements, growth projections, financial data, and other relevant information. It will include all the elements mandated by impact fee case law, including compliance with the dual rational nexus test. These elements will include an inventory of existing major facilities; the cost of improvements required to remedy any existing service deficiencies; the proportionate share of the cost of improvements required to accommodate increased service demands; and appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. It will include a table that establishes the demand associated with different land use types. The study will culminate with a net cost schedule that represents the maximum impact fees that could be charged based on the data, methodology, and analysis used in the study.

*Deliverable: Review Draft Study*

#### **Task 3: Final/ Report/Draft Ordinance**

Following receipt of comments from City staff on the review draft, the consultant will make appropriate modifications if necessary to the impact fee study and prepare the final report. Concurrently with the final draft of the study, the consultant will provide a draft ordinance that would include the adoption of the impact fee rates along with other provisions required for an impact fee program to be administered in a manner consistent with state law and best practices.

*Deliverables: Final Report and Supporting Spreadsheet  
Draft Ordinance*

#### **Task 4: Public Meetings**

The consultant will be available to participate in public meetings as desired by the City. The consultant will prepare presentation materials and attend meetings to explain the impact fee study and proposed ordinance. Meeting participation will be remote via audio/video link. For the purposes of the proposed fixed-fee budget, remote attendance at two public meeting is included.

*Deliverables: Meetings/Presentations*

### TIMELINE

Assuming that all required data can be acquired during the first six weeks, the consultant would deliver an initial draft within approximately three months of the notice to proceed. The remainder of the schedule will be determined largely by the time required for comments to be provided, the extent of changes requested, the amount of public participation desired, and the scheduling of meetings.

Task	Months from Notice to Proceed				
	1	2	3	4	5
1. Data Needs	◆◆				
2. Review Draft	◆	◆	◆	◆	
3. Final Report/Draft Ord.				◆◆	
4. Public Meetings					TBD

### BUDGET

The fixed-fee costs for the tasks included in the scope of services total \$45,000, as summarized below. Public meeting attendance would be billed at \$2,000 per meeting for remote attendance. The proposed public meeting budget would accommodate remote participation at two meetings. The City will be billed monthly based on percentage completion of tasks.

Task	Amount
1. Data Collection	\$5,000
2. Review Draft	\$27,500
3. Final Report/Draft Ordinance	\$8,500
4. Public Meetings (2)	\$4,000
<b>Total</b>	<b>\$45,000</b>

Additional meeting attendance will be provided at a fixed-fee rate of \$2,000 per meeting for remote participation. Other additional services would be provided as may be negotiated or on a time plus expense basis. Duncan Associates' standard billing rate is \$175 per hour.

# TIME/DATE

Assuming that as required items can be secured during the first six weeks, the consultant would deliver an initial draft within approximately three months of the notice to proceed. The remainder of the schedule will be determined largely by the time required for comment to be provided, the extent of changes requested, the amount of public participation desired, and the scheduling of meetings.

Estimated Costs for the Study				
1. Data Collection				
2. Review Draft				
3. Final Recommendation Draft				
4. Public Meetings				
				1500

# BUDGET

The final fee costs for the study included in the scope of services total \$45,000, as summarized below. Public meeting attendance would be about \$12,000 per meeting for seven meetings. The proposed public meeting budget would accommodate minor participation in two meetings. The City will be billed monthly based on percentage completion of tasks.

Estimated Costs for the Study	
1. Data Collection	\$10,000
2. Review Draft	\$10,000
3. Final Recommendation Draft	\$10,000
4. Public Meetings (2)	\$5,000
Total	\$35,000

Additional meeting attendance will be provided at a fixed fee rate of \$12,000 per meeting for seven meetings. Other additional services would be provided as may be requested or on a time plus expense basis. Current Association standard billing rate is \$175 per hour.



Washington County, AR  
 I certify this instrument was filed on  
 07/26/2023 04:06:19 PM  
 and recorded in Real Estate  
 File Number 2023-00019285  
 Kyle Sylvester - Circuit Clerk

by 