

RESOLUTION NO. 2026-02-1249R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS, AUTHORIZING THE ACCEPTANCE OF A WORK ORDER FOR LANDFILL LEACHATE CONSULTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**WHEREAS**, the City of Tontitown has previously entered into a Master Agreement for Professional Services with Garver, LLC, Master Agreement No. 18048025; and

**WHEREAS**, Garver, LLC has submitted a Work Order under the Master Agreement for professional consulting services related to odor issues arising from landfill leachate at the Pianalto Road lift station, identified as Garver Project No. 2600071 (the "Work Order"); and;  
and

**WHEREAS**, the Work Order provides for professional consulting services on an hourly rate basis, with a total estimated cost of Twenty-Five Thousand Dollars (\$25,000.00) but not to exceed Fifty Thousand Dollars (\$50,000.00), as more fully described in the attached Work Order; and

**WHEREAS**, the City Council finds that acceptance of the Work Order is in the best interests of the City and is necessary to address landfill leachate odor concerns.

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

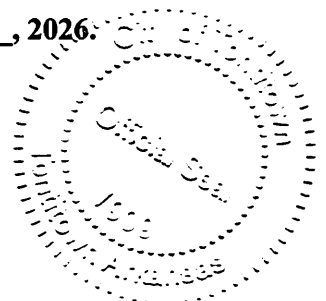
**Section 1.** The Work Order for Landfill Leachate Consulting Services between the City of Tontitown and Garver, LLC, under Master Agreement No. 18048025 and Garver Project No.2600071, is hereby accepted and approved in substantially the form presented to the City Council.

**Section 2.** The Mayor of the City of Tontitown is hereby authorized and directed to execute the Work Order and any ancillary documents necessary to effectuate its intent, subject to the terms and limitations contained therein.

**Section 3.** All actions previously taken by City officials and staff that are consistent with this Resolution are hereby ratified and confirmed.

**Section 4.** This Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED and APPROVED** this 17 day of Feb, 2026.



APPROVED:

Angela Russell  
Angela Russell, Mayor

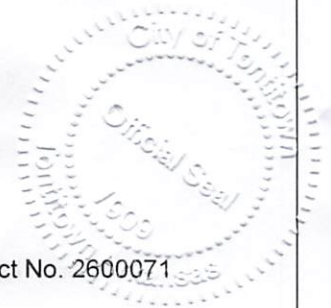
ATTEST:

Rhonda Ardemagni  
Rhonda Ardemagni – City Clerk/Treasurer





**Work Order  
to the  
Master Agreement  
For  
Professional Services  
City of Tontitown  
MSA No. 18048025  
Project No. 2600071**





This WORK ORDER ("Work Order") is made by and between the **City of Tontitown** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES number **18048025** (the "Agreement").

Under this Work Order, the Owner intends to retain Garver for professional consulting services related to odor issues arising from landfill leachate at the Pianalto Rd lift station.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

### SECTION 1 - SCOPE OF SERVICES

- 1.1 Garver shall provide the following services ("Services"):
  - 1.1.1 Provide expertise and insight into options to reduce odors from landfill leachate in a City-owned lift station.
  - 1.1.2 Attend various meetings with Waste Management, City Council, and state officials to act as a representative of the City's interests.
  - 1.1.3 Other related duties as assigned by City officials.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
  - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
  - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
  - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
  - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
  - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
  - 1.2.6 Pay all plan review and advertising costs in connection with the project.
  - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
  - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



**SECTION 2 – PAYMENT**

For the Services set forth above, Owner will pay Garver on an hourly rate basis

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Consulting Services	\$50,000.00	RATE SCHEDULE
TOTAL FEE	\$50,000.00	

The Owner will pay Garver for Services rendered at the rates shown in Appendix A for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is estimated to be \$50,000. The actual total fee may exceed this estimate. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

**SECTION 3 – APPENDICES**

- 3.1 The following Appendices are attached to and made a part of this Work Order:
  - 3.1.1 Appendix A - Unit Rates

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





If there is an express conflict between the provisions of this Work Order, or the Agreement, and any Appendices hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Appendix(cies), unless explicitly amended within the Work Order by the Parties.

The effective date of this Work Order shall be the last date written below.

CITY OF TONTITOWN

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_





APPENDIX A  
(UNIT RATES)



