



**WASHINGTON COUNTY, ARKANSAS**  
**County Courthouse**

**REGULAR MEETING OF THE**  
**WASHINGTON COUNTY QUORUM COURT**

Thursday, May 20, 2021  
6:00 p.m.  
Washington County Quorum Court Room

**A G E N D A**

1. **CALL TO ORDER AND WELCOME** **JUDGE JOSEPH WOOD**
2. **PRAYER AND PLEDGE**
3. **ADOPTION OF AGENDA**  
At the beginning of each meeting, the agenda shall be approved. Any JP may request an item be added or removed from the agenda subject to approval of the Quorum Court.
4. **PRELIMINARY MOTIONS**
5. **CITIZEN'S COMMENTS**  
Fifteen-minute comment period with a three-minute limit for each individual to comment on items on the agenda or other items.
6. **APPROVAL OF MINUTES** – Approval of the minutes from the Regular Quorum Court meeting of April 15, 2021. (6.1)
7. **COUNTY JUDGE'S REPORT** (7.1) **JUDGE JOSEPH WOOD**

**UNFINISHED BUSINESS**

8. **AN ORDINANCE AMENDING ORDINANCE 2021-01 TO REVISE THE STANDING COMMITTEES OF THE QUORUM COURT FOR THE 2021-22 TERM AND FOR OTHER PURPOSES** **JP EVA MADISON**  
This ordinance is on third and final reading. Item 21-O-029 (8.1)
9. **AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD (KING'S RANSOM RV PARK)** **JP PATRICK DEAKINS**  
This ordinance is on second reading. Item 21-O-038 (9.1 – 9.2)
10. **AN ORDINANCE APPROPRIATING \$332,206.34 FROM THE CORONAVIRUS RELIEF FUND (1005) TO VARIOUS LINE ITEMS IN THE BUILDINGS AND GROUNDS BUDGET (10000108) FOR 2021** **JP PATRICK DEAKINS**  
This ordinance is on second reading. Item 21-O-034 (10.1 – 10.6)

**NEW BUSINESS**

11. **AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD (RUTH LITRELL RESIDENTIAL)** JP SAM DUNCAN  
Item 21-O-057 (11.1 – 11-2)
12. **AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD (BOSTON MOUNTAIN FIRE STATION #3)** JP JIM WILSON  
Item 21-O-058 (12.1 – 12-2)
13. **AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD (PLEASURE HEIGHTS ROAD SEALANT FACILITY)** JP PATRICK DEAKINS  
Item 21-O-055 (13.1 – 13-2)
14. **AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD (COMIC TOWING)** JP PATRICK DEAKINS  
Item 21-O-056 (14.1 – 14-2)
15. **AN ORDINANCE AUTHORIZING THE SHERIFF'S DEPARTMENT TO TRANSFER A CHEMICAL VENT HOOD TO THE CITY OF PRAIRIE GROVE, ARKANSAS** JP SAM DUNCAN  
Item 21-O-044 (15.1)
16. **AN ORDINANCE APPROPRIATING \$21,000 FROM UNAPPROPRIATED RESERVES IN THE COUNTY GENERAL FUND (1000) TO THE ADVERTISING AND PUBLICATIONS LINE ITEM IN THE ELECTION COMMISSION BUDGET (10000109.3040) FOR 2021** JP PATRICK DEAKINS  
Item 21-O-046 (16.1)
17. **AN ORDINANCE RECOGNIZING ADDITIONAL REVENUE IN THE AMOUNT OF \$10,492.29 IN THE AOC JUVENILE COURT GRANT FUND; AND, APPROPRIATING \$10,492.29 FROM THE AOC JUVENILE COURT GRANT FUND (3519) TO VARIOUS LINE ITEMS IN THE AOC JUVENILE COURT GRANT BUDGET (35190541) FOR 2021** JP PATRICK DEAKINS  
Item 21-O-048 (17.1)
18. **AN ORDINANCE ANTICIPATING ADDITIONAL REVENUE OF \$399,996 IN THE DRUG COURT GRANT FUND; AND, APPROPRIATING THE AMOUNT OF \$399,996 FROM THE DRUG COURT GRANT FUND TO THE SAMHSA 2021/2022 GRANT BUDGET FOR 2021** JP PATRICK DEAKINS  
Item 21-O-049 (18.1)

19. **AN ORDINANCE APPROPRIATING \$50,381.32 FROM THE UNAPPROPRIATED RESERVES IN THE ANIMAL SHELTER PROJECTS FUND (1825) TO VARIOUS LINE ITEMS IN THE ANIMAL SHELTER PROJECTS BUDGET (0529) FOR 2021** JP PATRICK DEAKINS  
Item 21-O-051 (19.1)
20. **AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE TO BE CALLED THE AMERICAN RESCUE PLAN FUND; AND, TO DECLARE AN EMERGENCY** JP PATRICK DEAKINS  
Item 21-O-052 (20.1)
21. **AN ORDINANCE APPROPRIATING \$93,000.00 FROM UNAPPROPRIATED RESERVES IN THE COMMUNICATION FUND TO VARIOUS LINE ITEMS IN THE COMMUNICATION BUDGET (30140400) FOR 2021** JP PATRICK DEAKINS  
Item 21-O-053 (21.1)
22. **AN ORDINANCE INCREASING THE SALARY OF THE COUNTY ATTORNEY IN THE COUNTY ATTORNEY BUDGET FOR 2021** JP PATRICK DEAKINS  
Item 21-O-054 (22.1)
23. **AN ORDINANCE EXPRESSING APPRECIATION FOR COUNTY EMPLOYEES WORKING IN THE COUNTY DETENTION CENTERS DURING COVID; AND, APPROPRIATING \$297,865.81 FROM THE CORONAVIRUS RELIEF FUND TO VARIOUS LINE ITEMS IN VARIOUS BUDGETS FOR 2021** JP PATRICK DEAKINS  
Item 21-O-050 (23.1)
24. **COMMITTEE REPORTS:**
- o COUNTY SERVICES (24.1)
  - o FINANCE & BUDGET (24.2)
  - o JAILS/LAW ENFORCEMENT/COURTS – No meeting – Reports emailed and posted on website
  - o PERSONNEL (24.3)
25. **ADJOURNMENT**



49 Duncan and seconded by JP Leming. A voice vote was called and all members present  
50 unanimously voted to approve the motion.  
51

52 During citizen’s comments, Max Perez, Kyle Smith, Sarah Moore, Josh Moody, and  
53 Gladys Tiffany spoke about continuing the use of zoom meetings. Sherry Main and  
54 Brian McDuffie spoke about the Hunt-Rogers Quarry Conditional Use Permit request.  
55 Ashlyn Gagnon spoke about the Orthodox Brewery Conditional Use Permit request.  
56

57 A motion to approve the March 18, 2021 minutes was made by JP Leming and  
58 seconded by JP Pond. A voice vote was called and all members present unanimously  
59 voted to approve the minutes.  
60

61 Judge Joseph Wood presented his Judge’s Report. Judge Wood presented to the Court  
62 a Purchasing Department Report of the Disposal of County Property for March. Judge  
63 Wood asked the Court to acknowledge receipt of the Washington County’s Legislative  
64 Audit for the Year of 2019. All members present acknowledged receipt of the 2019  
65 audit.  
66

67 Judge Joseph Wood introduced agenda item 8.1. This ordinance was on third and final  
68 reading. County Attorney Brian Lester read the ordinance by title only, “AN  
69 ORDINANCE ESTABLISHING THE PROCEDURE TO BE USED FOR THE  
70 INTRODUCTION OF ORDINANCES, AND FOR OTHER PURPOSES”. A motion to  
71 adopt the ordinance was made by JP Wilson and seconded by JP Ecke. A motion to  
72 amend the ordinance in Article 6 to strike one year and replace with six months was  
73 made by JP Leming and seconded by JP Madison. A roll call vote was called and the  
74 votes were tallied as follow:

- 75 JP Johnson: No
- 76 JP Marti: No
- 77 JP Simons: No
- 78 JP Ussery: No
- 79 JP Deakins: No
- 80 JP Ecke: No
- 81 JP Duncan: No
- 82 JP Washington: Yes
- 83 JP Madison: Yes
- 84 JP Dennis: No
- 85 JP Highers: Yes
- 86 JP Rios Stafford: Abstain
- 87 JP Leming: Yes
- 88 JP Wilson: No
- 89 JP Pond: No

90 The motion failed. There were comments made by various members of the Court and  
91 County Attorney Brian Lester. During public comments, Beth Coger, Max Perez, Kyle  
92 Smith, and Lou Reed Sharp spoke. A roll call vote was called and the votes were tallied  
93 as follow:

- 94 JP Johnson: Yes
- 95 JP Marti: Yes

96 JP Simons: Yes  
97 JP Ussery: Yes  
98 JP Deakins: Yes  
99 JP Ecke: Yes  
100 JP Duncan: Yes  
101 JP Washington: No  
102 JP Madison: No  
103 JP Dennis: Yes  
104 JP Highers: No  
105 JP Rios Stafford: No  
106 JP Leming: No  
107 JP Wilson: Yes  
108 JP Pond: Yes  
109 The motion was approved.

110  
111 **Ordinance 2021-26, AN ORDINANCE ESTABLISHING THE PROCEDURE TO BE**  
112 **USED FOR THE INTRODUCTION OF ORDINANCES, AND FOR OTHER**  
113 **PURPOSES, was adopted.**  
114

115 Judge Joseph Wood introduced agenda item 9.1. This ordinance was on second  
116 reading. County Attorney Brian Lester read the ordinance by title only, “AN  
117 ORDINANCE AMENDING ORDINANCE 2021-01 TO REVISE THE STANDING  
118 COMMITTEES OF THE QUORUM COURT FOR THE 2021-22 TERM AND FOR  
119 OTHER PURPOSES”. This ordinance will be on next month’s agenda and will be on  
120 third and final reading.  
121

122 Judge Joseph Wood introduced agenda item 10.1. County Attorney Brian Lester read  
123 the ordinance by title only, “AN ORDINANCE RATIFYING A CONDITIONAL USE  
124 PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING  
125 BOARD (ORTHODOX FARMHOUSE BREWERY)”. A motion to suspend the rules and  
126 advance the ordinance to second reading was made by JP Pond and seconded by JP  
127 Leming. A voice vote was called and all members present unanimously voted to  
128 approve the motion. County Attorney Brian Lester read the ordinance by title only, “AN  
129 ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR  
130 APPROVAL BY THE PLANNING AND ZONING BOARD (ORTHODOX FARMHOUSE  
131 BREWERY)”. A motion to suspend the rules and advance the ordinance to third and  
132 final reading was made by JP Pond and seconded by JP Ecke. A voice vote was called  
133 and all members present unanimously voted to approve the motion. County Attorney  
134 Brian Lester read the ordinance by title only, “AN ORDINANCE RATIFYING A  
135 CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING  
136 AND ZONING BOARD (ORTHODOX FARMHOUSE BREWERY)”. A motion to adopt  
137 the ordinance was made by JP Pond and seconded by JP Madison. There were  
138 comments made by JP Pond, JP Madison, and JP Rios Stafford. There were no public  
139 comments. A roll call vote was called and all members present unanimously voted to  
140 adopt the ordinance.  
141

142 **Ordinance 2021-27, AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT**

143 **RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD**  
144 **(ORTHODOX FARMHOUSE BREWERY), was adopted.**  
145

146 Judge Joseph Wood introduced agenda item 11.1. County Attorney Brian Lester read  
147 the ordinance by title only, "AN ORDINANCE RATIFYING A CONDITIONAL USE  
148 PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING  
149 BOARD (KING'S RANSOM RV PARK)". This ordinance will be on next month's agenda  
150 and will be on second reading.  
151

152 Judge Joseph Wood introduced agenda item 12.1. Planning Director Nathan Crouch  
153 presented the staff summary and staff recommendation on the Conditional Use Permit  
154 for Hunt-Rogers Quarry to the Quorum Court.  
155

156 Andrew Effinger, Assistant General Counsel for Rogers Group, Inc. spoke to the  
157 Quorum Court regarding the request for the Conditional Use Permit and answered  
158 questions from the Court.  
159

160 Appellant, Greg Gough spoke to the Quorum Court regarding his opposition to the  
161 Conditional Use Permit and answered questions from the Court.  
162

163 A motion to table for sixty days was made by JP Deakins and seconded by JP Leming.  
164 A voice vote was called and the motion failed. A motion to ratify the Conditional Use  
165 Permit with the correction of scrivener's errors in the conditions was made by JP Ecke  
166 and seconded by JP Rios Stafford. County Attorney Brian Lester read the ordinance by  
167 title only, "AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT  
168 RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD  
169 (HUNT-ROGERS QUARRY)". A motion to suspend the rules and advance the  
170 ordinance to second reading was made by JP Ecke and seconded by JP Simons. A roll  
171 call vote was called and votes were tallied as follow:

172 JP Johnson: Yes

173 JP Marti: Yes

174 JP Simons: Yes

175 JP Ussery: No

176 JP Deakins: No

177 JP Ecke: Yes

178 JP Duncan: Yes

179 JP Washington: No

180 JP Madison: Yes

181 JP Dennis: Yes

182 JP Highers: No

183 JP Rios Stafford: Yes

184 JP Leming: No

185 JP Wilson: Yes

186 JP Pond: Yes

187 The motion was approved. County Attorney Brian Lester read the ordinance by title  
188 only, "AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED  
189 FOR APPROVAL BY THE PLANNING AND ZONING BOARD (HUNT-ROGERS  
190 QUARRY)". A motion to suspend the rules and advance the ordinance to third and final

191 reading was made by JP Ecke and seconded by JP Madison. A roll call vote was called  
192 and the votes were tallied as follow:

- 193 JP Johnson: Yes
- 194 JP Marti: Yes
- 195 JP Simons: Yes
- 196 JP Ussery: No
- 197 JP Deakins: No
- 198 JP Ecke: Yes
- 199 JP Duncan: Yes
- 200 JP Washington: No
- 201 JP Madison: Yes
- 202 JP Dennis: Yes
- 203 JP Highers: No
- 204 JP Rios Stafford: Yes
- 205 JP Leming: No
- 206 JP Wilson: Yes
- 207 JP Pond: Yes

208 The motion was approved. County Attorney Brian Lester read the ordinance by title  
209 only, "AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED  
210 FOR APPROVAL BY THE PLANNING AND ZONING BOARD (HUNT-ROGERS  
211 QUARRY)". A motion to adopt the ordinance was made by JP Ecke and seconded by  
212 JP Simons. There were comments made by various members of the Court sharing their  
213 position regarding their vote on the Conditional Use Permit. During public comments,  
214 Sherry Main, Brian McDuffie, Gilbert Johnson, and Kyle Smith spoke. A roll call vote  
215 was called and the votes were tallied as follow:

- 216 JP Johnson: Yes
- 217 JP Marti: Yes
- 218 JP Simons: Yes
- 219 JP Ussery: Yes
- 220 JP Deakins: No
- 221 JP Ecke: Yes
- 222 JP Duncan: Yes
- 223 JP Washington: Yes
- 224 JP Madison: Yes
- 225 JP Dennis: Yes
- 226 JP Highers: Yes
- 227 JP Rios Stafford: Yes
- 228 JP Leming: No
- 229 JP Wilson: Yes
- 230 JP Pond: Yes

231 The motion was approved.

232  
233 **Ordinance 2021-28, AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT**  
234 **RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD**  
235 **(HUNT-ROGERS QUARRY), was adopted.**  
236

237 Judge Joseph Wood introduced agenda item 15.1. County Attorney Brian Lester read

238 the ordinance by title only, “AN ORDINANCE APPROPRIATING \$219,000 FROM THE  
239 CORONAVIRUS RELIEF FUND (1005) TO THE OTHER PROFESSIONAL SERVICES  
240 LINE ITEM IN THE CIRCUIT COURT VI BUDGET (0406.3009) FOR 2021”. A motion to  
241 adopt the ordinance was made by JP Johnson and seconded by JP Deakins. There  
242 were comments made by JP Johnson, JP Madison, County Attorney Brian Lester, and  
243 Judge Joseph Wood. There were no public comments. A roll call vote was called and all  
244 members present unanimously voted to adopt the ordinance.  
245

246 **Ordinance 2021-29, AN ORDINANCE APPROPRIATING \$219,000 FROM THE**  
247 **CORONAVIRUS RELIEF FUND (1005) TO THE OTHER PROFESSIONAL SERVICES**  
248 **LINE ITEM IN THE CIRCUIT COURT VI BUDGET (0406.3009) FOR 2021, was**  
249 **adopted.**  
250

251 Judge Joseph Wood introduced agenda item 16.1. County Attorney Brian Lester read  
252 the ordinance by title only, “AN ORDINANCE APPROPRIATING \$18,000 FROM  
253 UNAPPROPRIATED RESERVES IN THE COUNTY LIBRARY FUND (3008) TO THE  
254 DUES AND MEMBERSHIPS LINE ITEM IN THE COUNTY LIBRARY BUDGET  
255 (0600.3090) IN 2021”. A motion to adopt the ordinance was made by JP Deakins and  
256 seconded by JP Leming. There were no public comments. A roll call vote was called  
257 and all members present unanimously voted to adopt the ordinance.  
258

259 **Ordinance 2021-30, AN ORDINANCE APPROPRIATING \$18,000 FROM**  
260 **UNAPPROPRIATED RESERVES IN THE COUNTY LIBRARY FUND (3008) TO THE**  
261 **DUES AND MEMBERSHIPS LINE ITEM IN THE COUNTY LIBRARY BUDGET**  
262 **(0600.3090) IN 2021, was adopted.**  
263

264 Judge Joseph Wood introduced agenda item 17.1. County Attorney Brian Lester read  
265 the ordinance by title only, “AN ORDINANCE REDUCING THE AMOUNT OF \$399,367  
266 FROM LINE ITEMS IN VARIOUS COUNTY BUDGETS AND RESTORING THOSE  
267 FUNDS TO UNAPPROPRIATED RESERVES; AND, APPROPRIATING THE TOTAL  
268 AMOUNT OF \$689,930 FROM UNAPPROPRIATED RESERVES TO VARIOUS  
269 BUDGET LINE ITEMS FOR 2020”. A motion to adopt the ordinance was made by JP  
270 Deakins and seconded by JP Duncan. There were comments made by JP Deakins, JP  
271 Leming, and Comptroller Director Shannon Worthen. There were no public comments.  
272 A roll call vote was called and all members present unanimously voted to adopt the  
273 ordinance.  
274

275 **Ordinance 2021-31, AN ORDINANCE REDUCING THE AMOUNT OF \$399,367**  
276 **FROM LINE ITEMS IN VARIOUS COUNTY BUDGETS AND RESTORING THOSE**  
277 **FUNDS TO UNAPPROPRIATED RESERVES; AND, APPROPRIATING THE TOTAL**  
278 **AMOUNT OF \$689,930 FROM UNAPPROPRIATED RESERVES TO VARIOUS**  
279 **BUDGET LINE ITEMS FOR 2020, was adopted.**  
280

281 Judge Joseph Wood introduced agenda item 18.1. County Attorney Brian Lester read  
282 the ordinance by title only, “AN ORDINANCE ADJUSTING CARRYOVER REVENUES  
283 IN VARIOUS FUNDS FOR 2021”. A motion to adopt the ordinance was made by JP  
284 Deakins and seconded by JP Marti. There were no public comments. A roll call vote  
285 was called and all members present unanimously voted to adopt the ordinance.

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**Ordinance 2021-32, AN ORDINANCE ADJUSTING CARRYOVER REVENUES IN VARIOUS FUNDS FOR 2021, was adopted.**

Judge Joseph Wood introduced agenda item 19.1. County Attorney Brian Lester read the ordinance by title only, "AN ORDINANCE DE-APPROPRIATING SURPLUS AMOUNTS FROM FULL-TIME SALARIES FOR VARIOUS DEPARTMENTS AND RESTORING THOSE AMOUNTS TO UNAPPROPRIATED RESERVES, AS REQUIRED BY THE 2021 BUDGET CONTROLS, FOR THE FIRST QUARTER OF 2021". A motion to adopt the ordinance was made by JP Deakins and seconded by JP Wilson. There were no public comments. A roll call vote was called and all members present unanimously voted to adopt the ordinance.

**Ordinance 2021-33, AN ORDINANCE DE-APPROPRIATING SURPLUS AMOUNTS FROM FULL-TIME SALARIES FOR VARIOUS DEPARTMENTS AND RESTORING THOSE AMOUNTS TO UNAPPROPRIATED RESERVES, AS REQUIRED BY THE 2021 BUDGET CONTROLS, FOR THE FIRST QUARTER OF 2021, was adopted.**

Judge Joseph Wood introduced agenda item 20.1. County Attorney Brian Lester read the ordinance by title only, "AN ORDINANCE APPROPRIATING \$332,206.34 FROM THE CORONAVIRUS RELIEF FUND (1005) TO VARIOUS LINE ITEMS IN THE BUILDINGS AND GROUNDS BUDGET (100000108) FOR 2021". A motion to adopt the ordinance was made by JP Deakins and seconded by JP Ecke. A motion to sever out the ionizer and vote on it separately was made by JP Madison and seconded by JP Highers. A roll call vote was called and the votes were tallied as follow:

- JP Johnson: No
- JP Marti: No
- JP Simons: No
- JP Ussery: No
- JP Deakins: No
- JP Ecke: No
- JP Duncan: No
- JP Washington: Yes
- JP Madison: Yes
- JP Dennis: No
- JP Highers: Yes
- JP Rios Stafford: Yes
- JP Leming: No
- JP Wilson: No
- JP Pond: No

The motion failed. A motion to table for thirty days was made by JP Rios Stafford and seconded by JP Highers. A voice vote was called and the motion failed. There were comments made by various members of the Court and County Attorney Brian Lester. There were no public comments. A roll call vote was called and the votes were tallied as follow:

- JP Johnson: Yes
- JP Marti: Yes

333 JP Simons: Yes  
334 JP Ussery: Yes  
335 JP Deakins: Yes  
336 JP Ecke: Absent  
337 JP Duncan: Yes  
338 JP Washington: No  
339 JP Madison: No  
340 JP Dennis: Yes  
341 JP Highers: No  
342 JP Rios Stafford: Abstain  
343 JP Leming: No  
344 JP Wilson: Yes  
345 JP Pond: Yes

346 The motion failed to receive the super-majority vote required to pass with one reading.  
347 This ordinance will be on next month's agenda and will be on second reading.  
348

349 Judge Joseph Wood introduced agenda item 21.1. County Attorney Brian Lester read  
350 the ordinance by title only, "AN EMERGENCY ORDINANCE CALLING A SPECIAL  
351 ELECTION ON THE QUESTION OF THE LEVY OF THE ANNUAL DUES OF THE  
352 BOSTON MOUNTAIN FIRE AND RESCUE VOLUNTEER FIRE DEPARTMENT FOR  
353 FIRE PROTECTION SERVICES; AND PRESCRIBING OTHER MATTERS  
354 PERTAINING THERETO". There was a scrivener's error in Article 2; strike 2020 and  
355 2021 and replace with 2021 and 2022. A motion to adopt the ordinance was made by  
356 JP Wilson and seconded by JP Leming. There were comments made by JP Wilson and  
357 JP Leming. There were no public comments. A roll call vote was called and all members  
358 present unanimously voted to adopt the ordinance.  
359

360 **Ordinance 2021-34, AN EMERGENCY ORDINANCE CALLING A SPECIAL**  
361 **ELECTION ON THE QUESTION OF THE LEVY OF THE ANNUAL DUES OF THE**  
362 **BOSTON MOUNTAIN FIRE AND RESCUE VOLUNTEER FIRE DEPARTMENT FOR**  
363 **FIRE PROTECTION SERVICES; AND PRESCRIBING OTHER MATTERS**  
364 **PERTAINING THERETO, was adopted.**  
365

366 Judge Joseph Wood introduced agenda item 22.1. County Attorney Brian Lester read  
367 the ordinance by title only, "AN EMERGENCY ORDINANCE CALLING A SPECIAL  
368 ELECTION ON THE QUESTION OF THE LEVY OF THE ANNUAL DUES OF THE  
369 SUNSET VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION SERVICES;  
370 AND PRESCRIBING OTHER MATTERS PERTAINING THERETO". There was a  
371 scrivener's error in Article 2; strike 2020 and 2021 and replace with 2021 and 2022. A  
372 motion to adopt the ordinance was made by JP Wilson and seconded by JP Leming.  
373 There were no public comments. A roll call vote was called and all members present  
374 unanimously voted to adopt the ordinance.  
375

376 **Ordinance 2021-35, AN EMERGENCY ORDINANCE CALLING A SPECIAL**  
377 **ELECTION ON THE QUESTION OF THE LEVY OF THE ANNUAL DUES OF THE**  
378 **SUNSET VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION SERVICES;**  
379 **AND PRESCRIBING OTHER MATTERS PERTAINING THERETO, was adopted.**  
380

381 JP Sam Duncan presented the April County Services Committee Report. The County  
382 Services Committee did not meet in April due to lack of an agenda.  
383

384 JP Patrick Deakins presented the April Finance & Budget Committee Report. The  
385 Finance & Budget Committee met Tuesday, April 6, 2021. There were reports given on  
386 the Treasurer, Employees' Insurance, and Comptroller. Judge Joseph Wood welcomed  
387 JP Bill Ussery to the Quorum Court; Governor Hutchinson appointed JP Ussery for  
388 District 4. Judge Wood also gave an update and answered questions on his Press  
389 Release about the CARES Act funding. The Committee heard a budget review  
390 presentation from Treasurer Bobby Hill and received updates on the rental assistance  
391 disbursement from Fayetteville and Springdale Housing Authorities. The Committee  
392 approved six ordinances and discussed the CARES Act funding with regard to Judge  
393 Wood's Press Release.  
394

395 JP Lance Johnson presented the April Jails/Law Enforcement/Courts Committee  
396 Report. The Jails/Law Enforcement/Courts Committee met on Monday, April 5, 2021.  
397 There were Statistic Reports given on the Juvenile Detention Center, Sheriff's  
398 Enforcement, and Detention. The Committee heard a presentation on Magdalene  
399 Serenity House. The Committee also approved an ordinance to be forwarded to the  
400 Finance & Budget Committee in support of Returning Home, Inc. The Ordinance will  
401 fund the program for one year with the intent it becomes self-funding.

402 JP Butch Pond presented the April Personnel Committee Report. The Personnel  
403 Committee met on Monday, April 5, 2021. The Committee approved one request from  
404 Circuit Clerk Kyle Sylvester.  
405

406 The meeting was adjourned at 10:00 p.m.  
407  
408

409 *Patty Burnett*

410 Patty Burnett  
411 Quorum Court Coordinator  
412

**Joseph K. Wood**  
County Judge



**Jousy Mancia**  
Fixed Asset Manager

**WASHINGTON COUNTY, ARKANSAS**  
**Purchasing Department Disposal of County Property**

April, 2021

A.C.A. §14-16-106 provides for the disposal of surplus property owned by a county. If it is determined by the county judge and the county assessor that any personal property owned by a county is junk, scrap, discarded, or otherwise of no value to the county, then the property may be disposed of in any manner deemed appropriate by the county judge. Below is a list of property disposed for the month of April, 2021.

| Court Order | File Date | Description  |
|-------------|-----------|--|
| 2021-074    | 4/02/21   | I040300278,I011500054,I0141600458,-0581,-0627,-00393,-0445,I010400468,I044400080,I010300019Treasurer, I010200294,-0270Circuit Clerk  |
| 2021-091    | 4/28/21   | F01050,F01114, Building & Grounds, I010200276-0151-0412-0472-0434-0403-0480 (5) Circuit Clerk Desk, (2) Chair Mats Judge Threet, I010400197 Collector, I01010083-0165,-0217 County Clerk, I041600055-0466-0417-0162 I.T. Dept., 240 Hardback Books, 87 Paperbacks, and 51 Audiovisual Library, I044400519-0398, 3shelf television Cart JDC |

**ORDINANCE NO. 2021-**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:**

**AN ORDINANCE AMENDING ORDINANCE 2021-01 TO REVISE THE STANDING COMMITTEES OF THE QUORUM COURT FOR THE 2021-22 TERM AND FOR OTHER PURPOSES.**

**WHEREAS**, the Quorum Court has conducted its budget process as a committee of the whole for more than 20 years;

**WHEREAS**, the inclusion of all Justices of the Peace in the budget process has been invaluable to the process;

**WHEREAS**, the County Judge has appointed only seven Justices of the Peace to the Finance and Budget Committee;

**WHEREAS**, silencing the voices of the majority of the Justices of the Peace, and thereby the majority of the citizens in Washington County, on the critically important issue of Washington County’s finances is not in the County’s best interests;

**WHEREAS**, when a previous County Judge declined to make the Finance and Budget Committee a committee of the whole, the Quorum Court voted to abolish the committee; and

**WHEREAS**, equal representation of all Justices of the Peace and the citizens in their districts should be the goal of this body.

**NOW THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:**

**ARTICLE 1.** The following standing committees of the Quorum Court are hereby established:

- ~~(a) Finance and Budget~~
- (ba) Jail/law Enforcement Courts
- (eb) County Services
- (dc) Personnel

**ARTICLE 2.** Pursuant to Washington County Code Sec. 1-7, the Quorum Court hereby directs the appropriate County personnel to ensure that the online version of the "Code of Ordinances, Washington County, Arkansas" is up to date with the substantive parts of permanent and general ordinances passed by the Quorum Court, including this one.

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JOSEPH WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

Introduced by: **JP Eva Madison**

Co-Sponsors:

Date of Passage:

Members Voting For:

Members Voting Against:

Members Abstaining:

Members Absent:

Committee History:

Quorum Court History: Regular Quorum Court (03-18-2021); First Reading  
Regular Quorum Court (04-15-2021); Second Reading

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board voted to recommend approval of a Conditional Use Permit for the King’s Ransom RV Park project on April 01, 2021; and,

WHEREAS, ratification is required by the Quorum Court; and,

WHEREAS, ratification will not affect any appeal rights any person may have.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That the Conditional Use Permit for the King’s Ransom RV Park project recommended for approval by the Planning and Zoning Board is hereby ratified.

\_\_\_\_\_  
JOSEPH K. WOOD, County Judge

\_\_\_\_\_  
DATE

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BECKY LEWALLEN, County Clerk

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42 Introduced by: **JP Patrick Deakins**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

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50 Committee History: Planning and Zoning Board (04-01-2021); Approved

51 Quorum Court History: Regular Quorum Court (04-15-2021); First Reading

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King's Ransom RV Park CUP

**The Planning Board/Zoning Board of Adjustments unanimously approved King's River RV Park Conditional Use Permit (with conditions) on April 1, 2021.**

**Staff does not expect any appeals on this CUP and recommends ratification of the project.**

**County**

**e. King's Ransom RV Park CUP**

Conditional Use Permit Approval Request  
 Location Address: 20696 Blue Springs Villiage Road WC386  
 JP District: Patrick Deakins, District 5  
 Approximately 104 acres  
 Proposed Land Use: RV Park use  
 Projects: 2021-057  
 Planner: Nicholas Little, [nlittle@washingtoncountyar.gov](mailto:nlittle@washingtoncountyar.gov)

The applicant, Clennton White, is requesting conditional use permit approval to construct and operate a 111-space RV Park.

The current zoning for the project parcel is Ag/SF Res 1 unit/ac. If the project is approved, the zoning will stay the same, but with a conditional use allowance.

The project parcel is not in a planning area.

The proposal is located just north of E Hwy 412. The main entrance to the proposed RV Park is located on the western side of Nob Hill Loop WC 389. There is one single family residence located on the southern end of parcel 001-13701-002 that accesses off of Blue Springs Village Road WC 386.

The applicant would like to operate an RV Park across three parcels that are approximately 104 acres in size. The total footprint of the 111-space RV Park will be significantly less than 104 acres, however. The disturbed area of the completed 111-space RV Park is unknown at this time due to the preliminary nature of the Phases 2 & 3.

The RV Park will be situated in the eastern and northeastern portions of the total property's area. The estimated disturbed area of the entire project has not been calculated due to the project's phased plan. Planning Staff has only received information for Phase 1, which will have roughly 5 acres of total disturbed area. Phase 1 of King's Ransom will be presented as a Preliminary Large Scale Development project contingent upon the approval of this CUP project. Phases 2 & 3 will have to be brought to the Planning Board independently as Preliminary Large Scale Development projects regardless of the Board's decision on Phase 1. At the time of this staff report, there are no plans to build any kind of buildings within the development. According to the applicant's letter of intent, each of the RV spaces will have private water and septic hookups. Each phase of development will have its own septic system that services all of the RV spaces within that phase. Anticipated septic field locations have been submitted to Planning Staff.

Each RV space in Phase 1 will be an 'oversized' concrete pad that is 30' wide and 55' long, with an additional smaller secondary vehicle parking spot next to it.

The proposed road that gives access to all the RV spaces in Phase 1 will be gravel and will feature a large turnaround on its west end.

The surrounding properties are mostly vacant lots, residential/agricultural lots, and a nearby larger RV Park.

Staff feels the applicant's request will be compatible with the surrounding uses. There should not be a significant increase in noise or traffic, and generally will not disturb the surrounding properties.

All neighbors within 300 feet of the boundary of this property were notified by certified mail of this Conditional Use Permit request. No comments were received by mail or voiced at the Planning Board Meeting.

**Staff does not expect this project to be contentious and recommended these conditions of approval of the proposed King's Ransom RV Park Conditional Use Permit.**

**The Planning Board/ Zoning Board of Adjustments approved (6 members voted "in favor", 0 members voted "against") the project with the following conditions:**

#### **Fire Safety Conditions**

Fire Marshal

1. Though the Fire Marshal did not submit conditions, the applicant should seek to confer with the Fire Marshal to ensure that the project is able to be serviced adequately in the event of a fire or other emergency.

#### **Sewer/Septic Conditions**

1. Individual septic systems are proposed for each phase of the development. In the event of any change to that plan, further review from Planning Staff and the Arkansas Health Department shall be required.

#### **Drainage Conditions**

1. Should the applicant deviate from their grading, graveling and paving plans, further review will be needed per the County Engineer.

#### **Environmental Conditions**

1. No stormwater permit is required by Washington County at this time; however, applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality. [www.adeq.state.ar.us](http://www.adeq.state.ar.us)

#### **Road Conditions**

1. Please contact the Washington County Road Department before any work is done within the county road right-of-way.

### **Signage Conditions**

1. All signs must be out of the right of ways.
2. Signs may not exceed 24 square feet in size.
3. Signs shall not be directly lit.

### **Lighting Conditions**

1. All outdoor lighting must be shielded from neighboring properties. Any lighting must be indirect and not cause disturbance to drivers or neighbors. All security lighting must be shielded appropriately.

### **Screening Conditions**

1. All outdoor storage areas and dumpsters, to include the gate, shall be screened with opaque material of a uniform type.
2. Any vegetation along the southern boundary of Phase 1 must remain or if removed, must be replaced with vegetation for screening/privacy purposes.

### **Planning Conditions**

1. The applicant must address all technical review comments as the project proceeds through to completion.
2. If this CUP is approved by the Planning Board, the applicant will have to receive an approved Large Scale Development permit for each individual phase of development before construction to be compliant.

### **Standard Conditions for All Projects**

1. Pay neighbor notification mailing fees within 30 days of project approval. Any extension must be approved by the Planning Office (fees will be calculated once the info is available from the post office). This total will be calculated for this project once all invoices are received.
2. Pay any engineering fees. This total will be calculated for this project once all invoices are received.
3. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board/Zoning Board of Adjustments.
4. All CUPs must be ratified by the Quorum Court.
5. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
6. Per Washington County ordinance Sec 11-75 (7): All plats for land developments approved by the Washington County Planning Board shall be contingent upon receipt by the Developer of any Federal, State, or local or approvals, if any, whether known or unknown to the Board or the Developer.
7. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.

\* County Ordinance allows for an appeal period (for any party: applicant, neighbor, member of the public, etc) within 30 days of the Planning Board/ZBA approval. Even if the Quorum Court ratifies the CUP; the right of appeal remains until the 30 days has passed. If an appeal is filed within the 30 day period then a subsequent hearing will be scheduled and held by the Quorum Court.\*



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JOSEPH K. WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

Introduced by: **JP Patrick Deakins**  
Date of Adoption:  
Members Voting For:  
Members Voting Against:  
Members Abstaining:  
Members Absent:

Committee History: Finance & Budget Committee (04-06-2021); Passed to QC  
Quorum Court History: Regular Quorum Court (04-15-2021); First Reading

Dear Justices of the Quorum Court. I am asking that you approve renovations to my courtroom now, and all others as they are presented. The Supreme Court of Arkansas has ordered that we protect participants in trials as directed by the Arkansas Department of Health. The Department requires 6 feet of social distancing between jurors. The jury box we have, while previously wonderful, cannot accommodate 12 jurors and 2 alternates with 6 feet between them. Therefore, it must be enlarged. Also, I am asking for partial petitions of plexiglass. We must make the jurors feel safe, or they won't come. We must also make sure we have a cross-section of the community or the trial could be challenged on constitution grounds. The Supreme Court has ordered that jury trials begin again in May. I handle 75% of the criminal cases and I don't know if the project can be finished by May 3 if you approve it tonight, but I hope you will approve it without delay. I am sure you will hear similar requests from the other seven judges.

Thank you all for your service.

Sincerely,

Mark Lindsay

Circuit Judge



March 31, 2021

Quote: 11S03291424

Washington County  
280 N. College Ave.  
Fayetteville, AR 72701

Attn: Dwight Gonzales  
PH: 479-466-1648  
Dgonzales@co.washington.ar.us

RE: Touchless fixture retrofit

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Remove existing sink faucets and install customer provided touchless faucets in public restrooms.
- Install EZ flush retrofit kits on all flush valves in public restrooms.
- Install customer provided drinking fountain with bottle filler on 1<sup>st</sup> floor.

Exclusions:

- Anything not specifically stated in this quote.

Warranty:

- 90 day labor warranty. Customer responsible for any warranty issue with new fixtures.

**Total Price: .....\$ 14,004.00**

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid through April 30, 2021.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

*Nick Wilson*

Nick Wilson  
Estimator/Project Manager  
nwilson@multi-craft.net  
PH: 479-879-0709

**Notice to Proceed**

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

**Payment Terms**

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC’s discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

**Warranty and Exclusions**

- A. Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- B. In the unlikely event of failure to perform its obligations, MCC’s liability is limited to repair or replacement at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- C. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- D. MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- E. This agreement does not include any services occasioned by improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- F. MCC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- G. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim, as the case may be.
- H. MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- I. In the event of additional freight, labor, or material costs resulting from the customer’s request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- J. MCC’s service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event MCC encounters such material in performing its work, MCC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

**Disputes**

Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.’s office at Multi-Craft Contractors Inc.’s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

\_\_\_\_\_  
Authorized Purchaser & Title

\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Purchase Order Number

Washington County 11S03291424

If accepted please sign and fax to 479-751-0316

[Remove All](#)

Sort by: Not Sorted ▼

[+ All to Favorites List](#)

[Update Quantity](#)

[Proceed to Checkout](#)

10.4

|   | Description   | Availability  | Price   | Total      |
|---|---|---|---|------------|
| 1 |  <p><b>Zurn Lead Free Mixing Valve</b><br/>Item # 557697<br/>Manufacturer: Zurn<br/>Category: PLUMBING</p>   | <p>✓ <b>91 available - estimated arrival 2-3 days*</b></p> <p><small>*Delivery delays may occur during peak ordering periods. Exceptions apply. Estimated delivery is based on orders received by warehouse cut-off times and carrier schedule. Availability is based on your current ship-to address.</small></p>  | <p>\$52.41</p> <p><input type="text" value="20"/></p> <p>Each</p> <p><a href="#">Remove</a></p>   | \$1,048.20 |
| 2 |  <p><b>Zurn EZ Flush Valve with Impact Resistant Chrome Plated Cover</b><br/>Item # 204386079<br/>Manufacturer: Zurn<br/>Category: PLUMBING</p>                                | <p>✓ <b>102 available - estimated arrival 2-3 days*</b></p> <p><small>*Delivery delays may occur during peak ordering periods. Exceptions apply. Estimated delivery is based on orders received by warehouse cut-off times and carrier schedule. Availability is based on your current ship-to address.</small></p> | <p>\$131.72</p> <p><input type="text" value="30"/></p> <p>Each</p> <p><a href="#">Remove</a></p>  | \$3,951.60 |
| 3 |  <p><b>Elkay Water Cooler Bottle Filling Station Single in Stainless Steel, REF</b><br/>Item # 109317<br/>Manufacturer: Elkay<br/>Category: PLUMBING</p>                      | <p>✓ <b>9 available - estimated arrival 2-3 days*</b></p> <p><small>*Delivery delays may occur during peak ordering periods. Exceptions apply. Estimated delivery is based on orders received by warehouse cut-off times and carrier schedule. Availability is based on your current ship-to address.</small></p>   | <p>\$1,183.39</p> <p><input type="text" value="2"/></p> <p>Each</p> <p><a href="#">Remove</a></p> | \$2,366.78 |
| 4 |  <p><b>T&amp;S Sensor Touchless Faucet 4 in. Deck Mount Faucet in Polished Chrome Plated Brass</b><br/>Item # 313834003<br/>Manufacturer: T&amp;S<br/>Category: PLUMBING</p> | <p><i>Ships from manufacturer. Please note that additional delivery time and freight charges may apply.</i></p>   | <p>\$301.75</p> <p><input type="text" value="20"/></p> <p>Each</p> <p><a href="#">Remove</a></p>  | \$6,035.00 |

[Update Quantity](#)

Order Summary

|                    |                    |
|--------------------|--------------------|
| Total              | \$13,401.58        |
| Discount           | \$0.00             |
| <b>Order Total</b> | <b>\$13,401.58</b> |

Please Enter a PO # (Optional)

Promo Code

 [Apply](#)

Create a Quote

 [Save](#)

[Proceed to Checkout](#)

[Express Checkout](#)

By making this purchase, you agree to Home Depot Pro's Privacy and Security Statement and Terms and Conditions.

# Turnkey Solutions Proposal

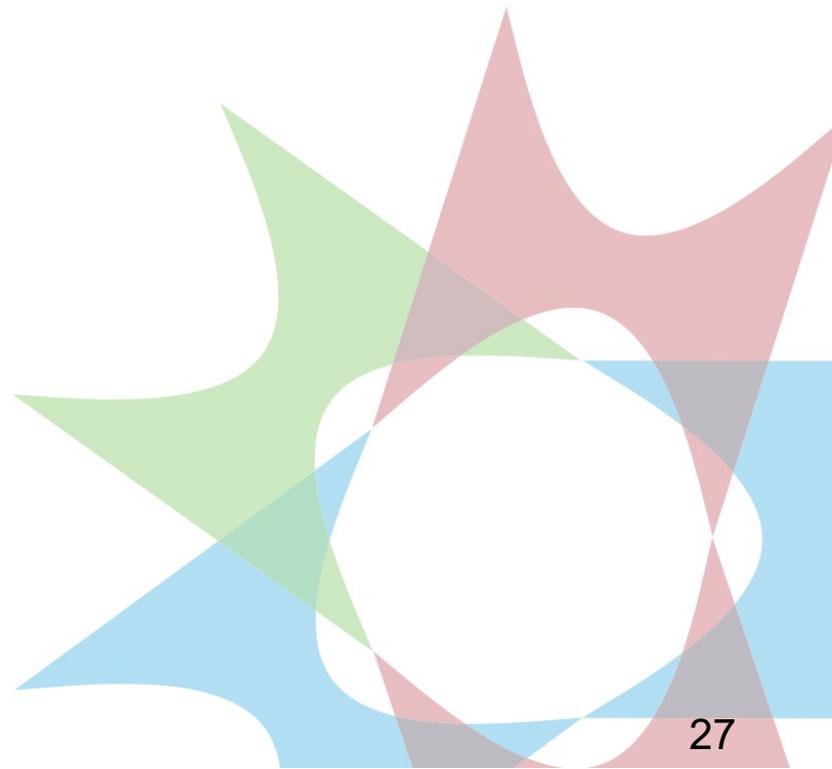
## Washington County – Ionizer Project

Proposal Number  
**SCB111420 REV-1**

Prepared for  
**Mr. Dwight Gonzalas**  
**Buildings and Grounds**

At  
**Washington County Facilities**

~~11/14/20~~  
~~REV1 – 3/3/21~~  
**REV2 – 4/1/21**



## Executive Summary

Thank you for choosing Harrison Energy Partners as your HVAC support partner. We are committed to working with you to ensure your building serves the needs of your organization.

Our commitment to you is to provide a Turnkey Solution at **Washington County**. The details of that commitment are in the following pages.

This goal of project is to provide and install Needlepoint Bipolar Ionizers by GPS in all the units requested by the Washington County.

The activities associated with this project include installation of the ionizers to the appropriate location in the HVAC units and wiring of the units to the HVAC equipment's 24V transformer power source. Additional details are available in the following section.

We value the confidence you have placed in us and we look forward to working with you. If you should ever have any questions, comments, or concerns regarding our partnership, do not hesitate to bring them to our attention.

Thank you for the opportunity to continue our business relationship and we look forward to serving you throughout the duration of this project.

Sincerely,



Sam Browning, PE  
Account Manager  
479-879-7901

# Turnkey Solution

*Harrison Energy Partners Turnkey Solutions*

## **Project and Location**

Washington County Buildings

Harrison Energy Partners agrees to furnish services in accordance with the “Solutions Parameters.” This agreement shall become effective only upon acceptance by client and approved by Harrison Energy Partners herein referred to as HEP.

## **Scope of Work**

Harrison Energy Partners will furnish all equipment, material, and labor to install

- Needlepoint Bipolar Ionizers from Global Plasma Solutions at the following locations.

| <b>Building</b>                  | <b>GPS Model</b> | <b>Qty</b> |
|----------------------------------|------------------|------------|
| <b>Washington County CH</b>      |                  |            |
| 128 WSHPs                        | DM48             | 128        |
| 1 - 30 ton unit                  | IMOD78           | 1          |
| <b>Historic Courthouse</b>       |                  |            |
| Wall mounted                     | iRIB36           | 12         |
| Ducted                           | DM48             | 38         |
| <b>Animal Sheldter</b>           |                  |            |
| 5 - 6 ton splits                 | DM48             | 5          |
| 1 - 30 ton unit                  | IMOD78           | 1          |
| <b>Armory</b>                    |                  |            |
| 3 - small splits (FC48)          | DM48             | 3          |
| <b>COOP Extension office</b>     |                  |            |
| 9 - FC48s                        | FC48             | 9          |
| <b>Coroners office</b>           |                  |            |
| 2 - under 6 tons                 | DM48             | 2          |
| <b>CSU</b>                       |                  |            |
| 2 - under 6 tons                 | DM48             | 2          |
| 1 - over 6 tons                  | DM48             | 2          |
| <b>Health Dept</b>               |                  |            |
| 21 - WSHPs                       | DM48             | 21         |
| <b>Juvenile Detention Center</b> |                  |            |
| 18 - small RTUs                  | FC48             | 18         |
| 1 - larger RTU                   | IMOD78           | 1          |
| <b>Library</b>                   |                  |            |
| 1 small split                    | FC24             | 1          |
| <b>Veterans Center</b>           |                  |            |
| 2 coils - IRIBS                  | iRIB36           | 2          |
| <b>Road Planning</b>             |                  |            |
| 3 splits under 6 tons            | FC48             | 3          |
| 1 - 6 ton package RTU            | FC48             | 1          |
| 1 - 8 ton package RTU            | FC48             | 1          |
| <b>Road Shop</b>                 |                  |            |
| 1 - RTU < 6 tons                 | FC48             | 1          |
| <b>Search and Rescue</b>         |                  |            |
| 1 iRIB                           | iRIB36           | 1          |
| <b>South campus annex</b>        |                  |            |
| 4 small RTUs                     | FC48             | 4          |
| <b>Hazardous waste</b>           |                  |            |
| 3 PTACs                          | iRIB18           | 3          |

## Price Scope of Work

| Building                                 | Turnkey Cost         |
|--|----------------------|
| Washington County CH                     | \$ 95,905.13         |
| Historic Courthouse                      | \$ 34,195.08         |
| Animal Sheldter                          | \$ 6,470.69          |
| Armory                                   | \$ 2,173.99          |
| COOP Extension office                    | \$ 5,541.40          |
| Coroners office                          | \$ 1,449.32          |
| CSU                                      | \$ 2,898.65          |
| Health Dept                              | \$ 15,217.91         |
| Juvinille Detention Center               | \$ 13,930.18         |
| Library                                  | \$ 596.48            |
| Veterans Center                          | \$ 1,109.65          |
| Road Planning                            | \$ 3,078.56          |
| Road Shop                                | \$ 615.71            |
| Search and Rescue                        | \$ 554.83            |
| South campus annex                       | \$ 2,462.84          |
| Hazardous waste                          | \$ 1,505.86          |
| <b>Grand Total (Excluding Sales Tax)</b> | <b>\$ 187,706.28</b> |

### Turnkey costs include the following:

- GPS ionizers as explained on page 4 above.
- Autocleaning feature on all DM and FC models
- (Qty: 1) ion detector for maintenance personel
- Installation
- Wire
- Supervision by Harrison Energy Partners
- 1<sup>st</sup> year parts and labor warranty

**Not Included: Taxes, Ionizers for equipment not listed above, OT labor, holiday labor, Repairs to any hvac units found to be non-functional, connection of the Ionizers to any external control system or monitoring system, extra labor for inaccessible units due to site unseen.**

### Other notes:

- Since the installation of our ionizers is quoted as site unseen, our team will work closely with Mr. Gonzalas to determine a solution for any situations that are deemed not accessbile for installation of the models listed above.
- Most, if not all, of the installation will be sub contracted to AAA Veteran Air.
- If a COOP purchase agreement is required, there will be a 5.0% price add to cover their fees.

## Pricing and Acceptance

**Sales Price (Excluding Sales Tax) ..... \$174,358.17**

~~REV 1 – 3-3-21~~

**Sales Price (Excluding Sales Tax) ..... \$187,706.28**

REV 2 – 4-1-21

**Sales Price (Including Sales Tax- 10% and OMNA Fees 5%) ..... \$216,800.76**

### Notes

1. Proposal is valid for sixty (60) days from the date proposed.
2. Applicable sales taxes are identified above and will be noted as a separate line item on invoices.
3. Should the sales tax rate change prior to completion of the work identified in this proposal, the Sales Tax and Total Price Including Sales Tax noted above are subject to adjustment to coincide with the sales tax revision.
4. Any service not listed is not included.
5. Harrison Energy Partners' Solution Parameters apply.
6. Work to be performed during normal business hours (Monday-Friday, 8:30 a.m. – 4:30 p.m.) unless otherwise noted in this proposal.

If you wish to proceed, please return a signed copy of this proposal letter.

Thank you for this opportunity to be of service to Washington County. If you have any questions or concerns, please contact me at 479-879-7901.

Thank you,



Samuel C Browning, PE  
Account Manager

## SOLUTION PARAMETERS

### 1. **Acceptance**

A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Company, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Company's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Company shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Company on this order will in any event constitute an acceptance by Customer of these terms and conditions.

### 2. **Contract Price & Taxes**

The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Company. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

### 3. **Exclusions From Work**

Company's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

### 4. **Construction Procedures**

Company shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

### 5. **Payment Terms**

Customer shall pay Company's invoices within net thirty (30) days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions.

### 6. **Time For Completion**

Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

### 7. **Access**

Company and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Company and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

### 8. **Permits And Governmental Fees**

Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

### 9. **Utilities During Construction**

Company shall be provided without charge all water, heat, and utilities during performance of the Work.

**10. Concealed Or Unknown Conditions**

In the performance of the Work, if Company encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**11. Asbestos And Hazardous Materials**

Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**12. Conditions Beyond Control Of Parties**

If Company shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination.

**13. Customer's Breach**

Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**14. Indemnification**

Company and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

**15. Workmanship And Equipment Warranty**

Company warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), equipment purchased from and installed by HEP hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in the applicable manufacturer's or manufacturers' catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Client can utilize the Work for its intended use or the date that Client receives beneficial use of the Work.

For products and equipment purchased from but not installed by HEP, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, HEP will furnish replacement equipment (or, at its option, parts therefor).

The warranty provided herein is expressly contingent upon the Client paying in full for the equipment and Work. No liability whatever shall attach to HEP until said equipment and Work have been paid for in full, and then said liability shall be limited to HEP's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. HEP's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by HEP, improper operation, or normal wear and tear under normal usage. HEP shall not be obligated to pay for the cost of lost refrigerant.

16. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
17. **Applicable Law**  
This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.
18. **Assignment**  
Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.
19. **Complete Agreement**  
This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon.
20. **Equal Employment Opportunity/Affirmative Action Clause**  
Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F. R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.
21. **Price Increases**  
Prices stated are firm provided that notification of release for immediate production and shipment is received at the factor not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price period up to the date of receipt of such release. If such release is not received within eight months after date of order receipt, the prices are subject to renegotiation or at Company's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

**IMPORTANT NOTICE TO OWNER**

I UNDERSTAND THAT EACH PERSON SUPPLYING MATERIAL OR FIXTURES IS ENTITLED TO A LIEN AGAINST PROPERTY IF NOT PAID IN FULL FOR MATERIALS USED TO IMPROVE THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY MATERIALS OR LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.



**DATE:** March 30<sup>th</sup>, 2021

**PROPOSAL SUBMITTED TO:** Washington County – Dwight Gonzales

**WORK PERFORMED AT:** 280 N College Ave. Fayetteville, AR

**Scope:** All supervision, labor, material and equipment to: Renovate 4<sup>th</sup> floor courtroom (Judge Lindsay) to meet covid-19 safety adjustment guidelines. See scope items below.

- Demo approximately 2250sqft carpet flooring
- Install 2x2 carpet square flooring to cover demoed area
- Remove spectator wood fence 34Lft
- Remove jury platform approximately 180sqft
- Demo wall finish at Jury box approximately 80sqft
- Remove fence at jury box 30Lft
- Demo walls at jury box approximately 145sqft
- Install oak plywood and trim at jury box 160sqft
- Install jury box platform 120sqft
- Install fence at jury box 32Lft
- Repair ceiling at demoed wall area 20sqft
- Install spectator fence 34Lft
- Install 14 jury separation panels wood and plexi glass assembly
- Install plexi glass panels at judges area 60sqft
- Install 2 table mounted panels
- Finish and paint all new work
- Remove all demoed and fall construction materials from jobsite and dispose of these materials in owner provided container
- Perform final clean of work area for owner occupation

**Exclusions:** Fire alarm & sprinkler system work. Mechanical, Electrical, and Plumbing Work. Exterior Work. Any work not listed in above scope.

Pick-It Construction, Inc.  
10024 N Campbell Rd. Fayetteville, AR. 72701  
Phone:479-973-5109    [www.pickitconstruction.com](http://www.pickitconstruction.com)    Fax:479-571-3672



**NOTE:**

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor-complete in accordance with above specifications, for the sum of: **Cost of work plus 25% NTE \$100,000.00** with payment to be made as follows:

**PROGRESS INVOICES WILL BE ISSUED FOR WORK COMPLETED & MATERIALS STORED ON-SITE ON THE 15<sup>TH</sup> & 30<sup>TH</sup> OF EVERY MONTH. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. FINAL PAYMENT DUE UPON COMPLETION (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 12% INTEREST WILL BE ADDED)**

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call.

NOTE: This proposal may be withdrawn if not accepted within 30 days

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **Cost of work plus 25% NTE \$100,000.00** Payment will be made as outlined above.

I, Joseph Wood, wish to accept this proposal as specified above.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Nathan Ogden, President

Pick-It Construction, Inc.  
10024 N Campbell Rd. Fayetteville, AR. 72701  
Phone:479-973-5109 www.pickitconstrction.com Fax:479-571-3672

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board voted to recommend approval of a Conditional Use Permit for the Ira Ruth Littrell Residential project on May 6, 2021; and,

WHEREAS, ratification is required by the Quorum Court; and,

WHEREAS, ratification will not affect any appeal rights any person may have.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That the Conditional Use Permit for the Ira Ruth Littrell Residential project recommended for approval by the Planning and Zoning Board is hereby ratified.

JOSEPH K. WOOD, County Judge

DATE

BECKY LEWALLEN, County Clerk

42 Introduced by: **JP Sam Duncan**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

48

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50 Committee History: Planning and Zoning Board (05-06-2021); Approved

51 Quorum Court History:

52

Ira Ruth Littrell Residential CUP

The Planning Board/Zoning Board of Adjustments unanimously approved Ira Ruth Littrell Residential Conditional Use Permit (with conditions) on May 6, 2021.

Staff does not expect any appeals on this CUP and recommends ratification of the project.

Fayetteville Planning Area

a. Ira Ruth Littrell Residential CUP

Conditional Use Permit Request

Location: Section 35, Township 17, Range 31

Applicant: Ira Ruth Littrell

Location Address: 2916 N Double Springs Road WC 881

JP District: Sam Duncan, District 7

Approximately: +/- 1.22 acres / 1 parcel

Coordinates: Latitude: 36.10601212, Longitude: -94.25412050

Project #: 2021-080

Planner: Nick Little

email: [nlittle@washingtoncountyar.gov](mailto:nlittle@washingtoncountyar.gov)

The applicant, Ira Ruth Littrell, is requesting residential conditional use permit approval in order to place a second home on a parcel that is not 2 acres in size.

The zoning is for Agricultural and Single Family Residential uses with a maximum density of one (1) residential unit per acre. The purpose of this permit is to address the density issue with putting a second home on the property.

The project parcel is inside of Fayetteville's Planning Area.

The proposal is located on the eastern side of N Double Springs Road WC881. There is currently one residential structure on the property.

The applicant is proposing to place a second dwelling on the property. The dwelling is a 14' x 80' mobile home that will be placed to the north of the existing home. Both dwellings on the property have their own individual septic systems.

The driveway for the new residence will access N Double Springs Road WC881.

The surrounding uses are mostly residential, with some agricultural uses.

Staff feels the applicant's request will be compatible with the surrounding uses. There should not be an increase in noise, minimal increase in traffic, and generally will not disturb the surrounding properties.

All neighbors within 300 feet of the boundary of this property were notified by certified mail of this Conditional Use Permit request. No comments were received by mail or voiced at the Planning Board Meeting.

**Staff does not expect this project to be contentious and recommended approval of the proposed Ira Ruth Littrell Residential Conditional Use Permit with conditions. The Planning Board/ Zoning Board of Adjustments approved (4 members voted "in favor", 0 members voted "against", 3 members were not present, 0 members abstained, and 0 vacancies exist on the board) the project with the following conditions:**

### **Utility Conditions**

#### Electricity – Ozarks Electric

1. Any damage or relocation of existing facilities will be at owner's expense.
2. Any power line extension that has to be built to this property will be at the owner's expense. The cost will be determined after the owner makes application for electric service and the line has been designed.
3. All off site easements that are needed for Ozarks to extend electrical service to the property must be obtained by developer and easement documentation provided to Ozarks before work begins. On site easements must be shown on plat and recorded with the county.
4. Please contact Ozarks Electric if you have any questions. Wes Mahaffey At (479)263-2167 Or [wmahaffey@ozarksecc.com](mailto:wmahaffey@ozarksecc.com)
5. NO BUILDINGS UNDER OZARK LINES

#### Water – Fayetteville Water

1. Private water service lines cannot cross property lines. If a lot split is proposed in the future, individual water service to the lot must be provided. Shared water service is permissible if homes are on same parcel.

### **Fire Safety Conditions**

1. The new home must be placed more than 20 feet away from any existing structures.

### **Environmental Conditions**

1. No stormwater permit is required by Washington County at this time; however, applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality. [www.adeq.state.ar.us](http://www.adeq.state.ar.us)

### **Standard Conditions for All Projects**

1. Pay neighbor notification mailing fees within 30 days of project approval. Any extension must be approved by the Planning Office (fees will be calculated once the info is available from the post office). This total will be calculated for this project once all invoices are received.
2. Pay any engineering fees. This total will be calculated for this project once all invoices are received.
3. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board/Zoning Board of Adjustments.
4. All CUPs must be ratified by the Quorum Court.
5. Final inspection approval is required prior to issuance of CUP approval letter.
6. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
7. Per Washington County ordinance Sec 11-75 (7): All plats for land developments approved by the Washington County Planning Board shall be contingent upon receipt by the Developer of any Federal, State, or local or approvals, if any, whether known or unknown to the Board or the Developer.
8. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.

\* County Ordinance allows for an appeal period (for any party: applicant, neighbor, member of the public, etc) within 30 days of the Planning Board/ZBA approval. Even if the Quorum Court ratifies the CUP; the right of appeal remains until the 30 days has passed. If an appeal is filed within the 30 day period then a subsequent hearing will be scheduled and held by the Quorum Court.\*

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board voted to recommend approval of a Conditional Use Permit for the Boston Mountain Fire Station #3 project on May 6, 2021; and,

WHEREAS, ratification is required by the Quorum Court; and,

WHEREAS, ratification will not affect any appeal rights any person may have.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That the Conditional Use Permit for the Boston Mountain Fire Station #3 project recommended for approval by the Planning and Zoning Board is hereby ratified.

JOSEPH K. WOOD, County Judge

DATE

BECKY LEWALLEN, County Clerk

42 Introduced by: **JP Jim Wilson**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

48

49

50 Committee History: Planning and Zoning Board (05-06-2021); Approved

51 Quorum Court History:

52

**Boston Mountain Fire Station #3 CUP**

The Planning Board approved the Boston Mountain Fire Station #3 Conditional Use Permit (with conditions) on May 6, 2021.

Staff does not expect any appeals on this CUP and recommends ratification of the project.

**County**

**b. Boston Mountain Fire Station #3 CUP**

***Conditional Use Permit Request***

Location: Section 08, Township 13, Range 30

Applicant: Brian Wilson

Location Address: 18878 Winn Creek WC 228

JP District: Jim Wilson, District 14

Approximately: +/- 8.48 acres / 1 parcel

Coordinates: Latitude: 35.82224666, Longitude: -94.19645047

**Project #: 2021-083**

**Planner: Nathan Crouch email: [ncrouch@washingtoncountyar.gov](mailto:ncrouch@washingtoncountyar.gov)**

Matt Devore, on behalf of the applicant, Boston Mountain Volunteer Fire Department, is requesting Conditional Use Permit (land use) approval for a fire station located in an area of the county zoned to allow Agricultural and/or Single Family Residential land uses at a density of 1 residential unit/acre.

The applicant, Boston Mountain Fire Association, provided a letter of explanation states they are expanding to provide fire protection/EMT to the interstate, tunnel, and west side of their district on include Devil's Den State Park, and to maintain ISO ratings for residences. The proposed fire station is only a garage for the fire trucks. There is no water service or septic systems requested, and no kitchen or living quarters are proposed.

The proposed fire station #3 is planned to be a 40x60 ft metal building with 4 overhead bay doors. Electricity is the only utility requested, and they will utilize propane powered back-up generators in case of electrical service outages.

There will be a circle driveway with gravel driving surface, about 200 ft long and 12 ft wide.

The subject property is located at 18878 Winn Creek Rd., WC-228. There are no existing structures on the property.

The property is not located in a city planning area. The zoning is for Agricultural and Single Family Residential uses with a maximum density of one (1) residential unit per acre.

Washington County Code of Ordinances states Large Scale Development approval is not required for municipal and volunteer fire stations.

Staff feels the applicant's request will be compatible with the surrounding uses. There should not be an increase in noise, minimal increase in traffic, and generally will not disturb the surrounding properties.

All neighbors within 300 feet of the boundary of this property were notified by certified mail of this Conditional Use Permit request. No comments were received by mail or voiced at the Planning Board Meeting.

**Staff does not expect this project to be contentious and recommended approval of the proposed Boston Mountain Fire Station #3 Conditional Use Permit with conditions. The Planning Board approved (4 members voted "in favor", 0 members voted "against", and 3 members were absent) the project with the following conditions:**

**Utility Conditions****Electricity – Ozarks Electric**

1. Any damage or relocation of existing facilities will be at owner's expense.
2. Any power line extension that has to be built to this property will be at the owner's expense. The cost will be determined after the owner makes application for electric service and the line has been designed.
3. All off site easements that are needed for Ozarks to extend electrical service to the property must be obtained by developer and easement documentation provided to Ozarks before work begins. On site easements must be shown on plat and recorded with the county.
4. Please contact Ozarks Electric if you have any questions. Wes Mahaffey At (479)263-2167 Or [wmahaffey@ozarksecc.com](mailto:wmahaffey@ozarksecc.com).
5. No buildings are to be located under Ozarks Electric power lines.
6. 30 ft utility easement is required along all Ozarks Electric overhead power lines.

**Water – Washington Water Authority**

1. Although water service is not requested at this time, should that change in the future, please submit a Request for Water Service with the WWA Office.
2. WWA has an 8" water main that runs on the east side of Winn Creek Road along this property's western boundary. This water main ties into the WWA pump-station directly northeast of the intersection of Bethlehem Road and Winn Creek Road. If the future driveway to the fire station is to access Winn Creek over this water main, it is to be encased in 16" steel encasement. We highly suggest the driveway be located east of intersection of Bethlehem Road and Winn Creek to avoid the water main. Please call the WWA office for further details.

**Sewer/Septic Conditions**

1. Please contact the Arkansas Department of Health should the need for septic arise in the future.

**Environmental Conditions**

1. No stormwater permit is required by Washington County at this time; however, applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality. [www.adeq.state.ar.us](http://www.adeq.state.ar.us)

**Road Conditions**

1. A permit from the Washington County Road Department is required prior to any work being completed in the right-of-way.

**Signage Conditions**

1. All signs must be out of the right of way.
2. Signs may not exceed 24 square feet in size.
3. Signs shall not be directly lit.

**Lighting Conditions**

1. All outdoor lighting must be shielded from neighboring properties. Any lighting must be indirect and not cause disturbance to drivers or neighbors. All security lighting must be shielded appropriately.

**Screening Conditions**

1. All outdoor storage areas and dumpsters, to include the gate, shall be screened with opaque material of a uniform type.

**Planning Conditions**

1. The Conditional Use Permit is specifically to allow a fire station only. Any future land uses not allowed by the current zoning must come before the Planning Board for conditional use permit approval and ratified by the Quorum Court.
2. The applicant must address all technical review comments as the project proceeds through to completion.

**Standard Conditions**

1. Pay neighbor notification mailing fees within 30 days of project approval. Any extension must be approved by the Planning Office (fees will be calculated once the info is available from the post office). This total will be calculated for this project once all invoices are received.
2. Pay any engineering fees. This total will be calculated for this project once all invoices are received.
3. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board.
4. All CUPs must be ratified by the Quorum Court.
5. Final inspection approval is required prior to issuance of CUP approval letter.
6. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
7. Per Washington County ordinance Sec 11-75 (7): All plats for land developments approved by the Washington County Planning Board shall be contingent upon receipt by the Developer of any Federal, State, or local or approvals, if any, whether known or unknown to the Board or the Developer.
8. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.

\* County Ordinance allows for an appeal period (for any party: applicant, neighbor, member of the public, etc) within 30 days of the Planning Board approval. Even if the Quorum Court ratifies the CUP; the right of appeal remains until the 30 days has passed. If an appeal is filed within the 30 day period then a subsequent hearing will be scheduled and held by the Quorum Court.\*

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board voted to recommend approval of a Conditional Use Permit for the Pleasure Heights Road Sealant Facility project on May 6, 2021; and,

WHEREAS, ratification is required by the Quorum Court; and,

WHEREAS, ratification will not affect any appeal rights any person may have.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That the Conditional Use Permit for the Pleasure Heights Road Sealant Facility project recommended for approval by the Planning and Zoning Board is hereby ratified.

\_\_\_\_\_  
JOSEPH K. WOOD, County Judge

\_\_\_\_\_  
DATE

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BECKY LEWALLEN, County Clerk

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42 Introduced by: **JP Patrick Deakins**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

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50 Committee History: Planning and Zoning Board (05-06-2021); Approved

51 Quorum Court History:

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Pleasure Heights Road Sealant Facility CUP

**The Planning Board/Zoning Board of Adjustments approved the Pleasure Heights Road Sealant Facility CUP, with conditions, request on May 6, 2021 (4 members voted “in favor”, 0 members voted “against”, 3 members were absent).**

The applicant, Hall Brothers Inc, is requesting conditional use permit approval to allow the development and operation of a sealant production facility.

The zoning is for Agricultural and Single Family Residential uses with a maximum density of one (1) residential unit per acre.

The project parcel is not in the Planning Area.

The proposal is situated on two parcels that are located at 17152 Pleasure Heights Road WC 36. The total area for the facility will be less than one acre in size. A Large Scale Development will not be required due to the size of the facility.

The property owner is Vandelay Land Holding LLC. They will lease 0.98 acres to Hall Brothers Inc for use of the facility.

The facility will be utilized to produce a sealant that can be applied to asphalt surfaces. The applicant states that the product is an “asphalt/emulsion based fog sealant rather than a coal tar based sealant like the majority of sealant products.”

The applicant states that there will be little to no smell associated with the production process and that neighbors should not be able to detect odors coming from the facility.

Notifications were mailed to surrounding property owners within 300 feet of the exterior boundary of the project parcels 14 days prior to the Planning Board meeting. Staff did not receive comments from the property owners.

At the Planning Board meeting, there was no public discussion. The Planning Board members did ask the applicant questions: Is the product they're producing hazardous? The applicant stated that their product was made from nonhazardous compounds. Will the facility be fenced? The applicant stated that at this time, there was no plan to fence it since the surrounding residence could not see the facility due to the thick treeline.

The applicant further explained that the estimated 200 truck loads were concentrated to approximately 6 months out of the year. The product was made at the facility, then shipped to a storage facility elsewhere to be applied at the next project.

One Planning Board member voiced concern about having another industrial type facility so close to where an existing nearby mining facility is. They worried about further impacting the neighbors. The applicant stated that their facility would most likely not be noticed by any surrounding neighbors. They have a facility in Texas that is situated next to an RV park. They have received zero complaints from the RV park owners and patrons. Aside from the pumps used to fill the trucks, there is little noise overall.

The product they produce has very little smell. Their trucks are limited to warmer weather seasons and the 200 truck loads they estimated would occur only if their facility was at full production which may or may not occur.

There was no further discussion.

**The Planning Board/Zoning Board of Adjustments approved the Pleasure Heights Road Sealant Facility CUP, with conditions, request on May 6, 2021 (4 members voted "in favor", 0 members voted "against", 3 members were absent)**

#### **Utility Conditions**

1. Any damage or relocation of existing facilities will be at the owner's or developer's expense.
2. All offsite easements that are needed for utility service to the property/properties must be obtained by the developer and easement documentation may be required by the utility company.
3. All onsite easements must be shown on the plat and recorded with the County.
4. It is the owner/developer's responsibility to contact each utility provider to determine what permits and/or easements will be required.

#### **Fire/Safety Conditions**

1. The project will need to be constructed by the Arkansas Fire Prevention Code. Code research and adherence will be the responsibility of the owner or their designee (Architect/Engineer).

#### **Sewer/Septic Conditions**

1. The project will need review by the Arkansas Department of Health department if the applicant wishes to install a septic system in the future.
2. It is the owner/developer's responsibility to contact the Arkansas Department of Health to determine what permits and designs are required prior to construction.

#### **Environmental Conditions**

1. No stormwater permit is required by Washington County at this time; however, applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality.  
[www.adeg.state.ar.us](http://www.adeg.state.ar.us)

#### **Drainage/Engineering Conditions**

1. All concerns from the Washington County Engineer must be addressed before final approval of this project may be given.
2. The Washington County Engineer must review and approve construction plans before the applicant may start to break ground for development.

#### **Road Conditions**

1. A permit from the Washington County Road Department will be required prior to any work being completed in the right-of-way.
2. Any tile that may be needed must be sized by the Road Department.

#### **Addressing Conditions**

1. A physical 911 address may be required. Please complete the Address Application, if needed.

#### **Signage Conditions**

1. Signs shall not be directly lit.
2. Signs may not exceed 24 square feet in size.
3. Signs must not be placed within right of ways.

#### **Lighting Conditions**

1. All outdoor lighting must be shielded from neighboring properties. Any lighting must be indirect and not cause disturbance to drivers or neighbors. All security lighting must be shielded appropriately.

#### **Screening Conditions**

1. All outside waste containers/areas must be screened from nearby neighbors utilizing uniform opaque screening materials.
2. The waste containment areas must also be gated.
3. The applicant should take care to leave as much of the natural vegetation surrounding the property boundaries as possible.

#### **Planning Conditions**

1. The applicant must address all technical review comments as the project proceeds through to completion.

#### **Standard Conditions for All Projects**

1. Pay neighbor notification mailing fees within 30 days of project approval. Any extension must be approved by the Planning Office (fees will be calculated once the info is available from the post office). This total will be calculated for this project once all invoices are received.
2. Pay any engineering fees. This total will be calculated for this project once all invoices are received.
3. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board/Zoning Board of Adjustments.
4. All CUPs must be ratified by the Quorum Court.
5. Final inspection approval is required prior to issuance of CUP approval letter.
6. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
7. Per Washington County ordinance Sec 11-75 (7): All plats for land developments approved by the Washington County Planning Board shall be contingent upon receipt by the Developer of

any Federal, State, or local or approvals, if any, whether known or unknown to the Board or the Developer.

8. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RATIFYING A CONDITIONAL USE PERMIT RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board voted to recommend approval of a Conditional Use Permit for the Comic Towing project on May 6, 2021; and,

WHEREAS, ratification is required by the Quorum Court; and,

WHEREAS, ratification will not affect any appeal rights any person may have.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. That the Conditional Use Permit for the Comic Towing project recommended for approval by the Planning and Zoning Board is hereby ratified.

JOSEPH K. WOOD, County Judge

DATE

BECKY LEWALLEN, County Clerk

42 Introduced by: **JP Patrick Deakins**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

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50 Committee History: Planning and Zoning Board (05-06-2021); Approved

51 Quorum Court History:

52

### Comic Towing CUP

The Planning Board/Zoning Board of Adjustments unanimously approved the Comic Towing Conditional Use Permit (with conditions) on May 6, 2021.

Staff does not expect any appeals on this CUP and recommends ratification of the project.

Springdale Planning Area

#### c. Comic Towing CUP

##### ***Conditional Use Permit Request***

Location: Section 03, Township 17, Range 29

Applicant: John VanCuren

Location Address: Off of E HWY 412 on the corner of E Hewitt Springs WC 570

JP District: Patrick Deakins, District 5

Approximately: +/- 2.04 acres / 1 parcel

Coordinates: Latitude: 36.16668709, Longitude: -94.05163442

**Project #: 2021-088**

**Planner: Nick Little email:**

**nlittle@washingtoncountyar.gov**

The applicant, John VanCuren, is requesting conditional use permit approval to operate a tow yard.

The zoning is for Agricultural and Single Family Residential uses with a maximum density of one (1) residential unit per acre.

The project parcel is within Springdale's Planning Area.

The proposal is located on the northern side of E Hwy 412, with the project parcel's west boundary also fronting Hewitt Springs Road WC570. There are no residential structures on the property at this time.

The applicant would like to operate a tow yard on a lot that is approximately 2 acres. The size of the development will not exceed 1 acre, according to the applicant's plans.

The tow yard would be situated on the southwestern corner of the listed project parcel. The applicant has estimated that the total area the tow yard would utilize will fit within a 100x75 foot fenced area and will have a gravel surface. There is a proposed 24x40 foot office building that will be located in the southeastern corner of the tow lot. The driveway is proposed to access off of E Hwy 412. The proposed asphalt driveway is 20' wide and 125' long. There will be asphalted customer parking just to the south of the fenced-in tow lot, equipped with two standard parking spaces and 13x13 foot handicapped parking space.

The applicant's letter states that normal business hours will be from 8 am to 5 pm, Monday through Friday. However, repossessions occur at night sometimes. The approximate volume per week will be less than 20 cars coming in to the lot.

The surrounding uses are mostly agricultural and commercial, but there are some residential uses in this vicinity.

Staff feels the applicant's request will be compatible with the surrounding uses. The addition of this development will bring a small amount of traffic to the area, but E Hwy 412 is rather commercial by nature, so incompatibility is not necessarily an issue with this project.

All neighbors within 300 feet of the boundary of this property were notified by certified mail of this Conditional Use Permit request. No comments were received by mail or voiced at the Planning Board Meeting.

**Staff does not expect this project to be contentious and recommended approval of the proposed Comic Towing Conditional Use Permit with conditions. The Planning Board/ Zoning Board of Adjustments approved (4 members voted “in favor”, 0 members voted “against”, 3 members were not present, 0 members abstained, and 0 vacancies exist on the board) the project with the following conditions:**

#### **Utility Conditions**

Electricity – Ozarks Electric

1. Any damage or relocation of existing facilities will be at owner’s expense.
2. Any power line extension that has to be built to this property will be at the owner’s expense. The cost will be determined after the owner makes application for electric service and the line has been designed.
3. All off site easements that are needed for Ozarks to extend electrical service to the property must be obtained by developer and easement documentation provided to Ozarks before work begins. On site easements must be shown on plat and recorded with the county.
4. Please contact Ozarks Electric if you have any questions. Wes Mahaffey At (479)263-2167 Or [wmahaffey@ozarksecc.com](mailto:wmahaffey@ozarksecc.com)
5. 30ft. U.E. along all Ozarks Electric lines in area
6. NO building under lines.

#### **Fire Safety Conditions**

1. Though the Fire Marshal did not submit conditions, the applicant should seek to confer with the local fire chief to ensure that the project is able to be serviced adequately in the event of a fire or other emergency.

#### **Sewer/Septic Conditions**

1. Please contact the Arkansas Department of Health should the need for septic arise in the future.

#### **Drainage Conditions**

1. Should the applicant deviate from their plans to cover the project area with gravel or if the applicant plans to alter the current existing grades, further review will be needed per the County Engineer.

#### **Environmental Conditions**

1. No stormwater permit is required by Washington County at this time; however, applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality. [www.adeq.state.ar.us](http://www.adeq.state.ar.us)

#### **Road Conditions**

1. A permit from the Arkansas Highway and Transportation Department (AHTD) is required prior to any work being completed in the right-of-way.

#### **Signage Conditions**

1. All signs must be out of the right of ways.
2. Signs may not exceed 24 square feet in size.
3. Signs shall not be directly lit.

### **Lighting Conditions**

1. All outdoor lighting must be shielded from neighboring properties. Any lighting must be indirect and not cause disturbance to drivers or neighbors. All security lighting must be shielded appropriately.

### **Screening Conditions**

1. All outdoor storage areas and dumpsters, to include the gate, shall be screened with opaque material of a uniform type.
2. Any vegetation along the western portion of the bordering parcel must remain or if removed, must be replaced with vegetation for screening/privacy purposes.
3. The applicant shall utilize privacy fencing or similar opaque material to shield towed vehicles from view from the public road.

### **Planning Conditions**

1. The Conditional Use Permit is specifically to allow a tow lot only. The size of the tow lot shall not exceed one acre in size. Any future land uses not allowed by the current zoning must come before the Planning Board/Zoning Board for conditional use permit approval and ratified by the Quorum Court.
2. The applicant must address all technical review comments as the project proceeds through to completion.

### **Standard Conditions for All Projects**

1. Pay neighbor notification mailing fees within 30 days of project approval. Any extension must be approved by the Planning Office (fees will be calculated once the info is available from the post office). This total will be calculated for this project once all invoices are received.
2. Pay any engineering fees. This total will be calculated for this project once all invoices are received.
3. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board/Zoning Board of Adjustments.
4. All CUPs must be ratified by the Quorum Court.
5. Final inspection approval is required prior to issuance of CUP approval letter.
6. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
7. Per Washington County ordinance Sec 11-75 (7): All plats for land developments approved by the Washington County Planning Board shall be contingent upon receipt by the Developer of any Federal, State, or local or approvals, if any, whether known or unknown to the Board or the Developer.
8. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.

\* County Ordinance allows for an appeal period (for any party: applicant, neighbor, member of the public, etc) within 30 days of the Planning Board/ZBA approval. Even if the Quorum Court ratifies the CUP; the right of appeal remains until the 30 days has passed. If an appeal is filed within the 30 day period then a subsequent hearing will be scheduled and held by the Quorum Court.\*

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AUTHORIZING THE SHERIFF’S DEPARTMENT TO TRANSFER A CHEMICAL VENT HOOD TO THE CITY OF PRAIRIE GROVE, ARKANSAS.

WHEREAS, the Sheriff’s Department utilizes a chemical vent hood in its daily operation; and,

WHEREAS, the Sheriff’s Department acquired a new chemical vent hood and now possesses an unused chemical vent hood; and,

WHEREAS, the City of Prairie Grove has expressed a need for such a chemical vent hood; and,

WHEREAS, A.C.A. § 14-16-116 permits the transfer of County personal property to a municipality after authorization by the quorum court.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. The Sheriff’s Departments is hereby authorized to transfer the unused chemical vent hood in its possession to the City of Prairie Grove, Arkansas, pursuant to A.C.A. § 14-16-116.

\_\_\_\_\_  
JOSEPH K. WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

42 Introduced by: **JP Sam Duncan**

43 Date of Adoption:

44 Members Voting For:

45 Members Voting Against:

46 Members Abstaining:

47 Members Absent:

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50 Committee History: County Services Committee (05-03-2021); Passed to QC

51 Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROPRIATING \$21,000 FROM UNAPPROPRIATED RESERVES IN THE COUNTY GENERAL FUND (1000) TO THE ADVERTISING AND PUBLICATIONS LINE ITEM IN THE ELECTION COMMISSION BUDGET (10000109.3040) FOR 2021.

WHEREAS, State law requires the Election Commission to coordinate and conduct all elections held in Washington County, including costs associated with publishing ordinances and notices of the election; and,

WHEREAS, every year the Election Commission requests sufficient funds to cover anticipated publication costs associated with those elections; and,

WHEREAS, several unanticipated special elections will require unbudgeted publishing costs; and,

WHEREAS, all publication costs expended for necessary publications are fully recouped by the Election Commission, from the taxing entity, and returned to the County General Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriated the amount of \$21,000 from unappropriated reserves in the County General Fund (1000) to the Advertising and Publications line item in the Election Commission Budget (10000109.3040) for 2021.

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JOSEPH K. WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

Introduced by:                    **JP Patrick Deakins**  
Date of Adoption:  
Members Voting For:  
Members Voting Against:  
Members Abstaining:  
Members Absent:

Committee History: Finance & Budget Committee (05-11-2021); Passed to QC  
Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE RECOGNIZING ADDITIONAL REVENUE IN THE AMOUNT OF \$10,492.29 IN THE AOC JUVENILE COURT GRANT FUND; AND, APPROPRIATING \$10,492.29 FROM THE AOC JUVENILE COURT GRANT FUND (3519) TO VARIOUS LINE ITEMS IN THE AOC JUVENILE COURT GRANT BUDGET (35190541) FOR 2021.

WHEREAS, Washington County received a \$10,492.29 grant award from the Administrative Office of the Courts to be used by the Juvenile Court.

WHEREAS, Washington County desires to appropriate said \$10,492.29 to the AOC Juvenile Court Grant Fund (3519) for 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriate the total amount of \$10,492.29 out of the AOC Juvenile Court Grant Fund (3519) to the following line items in the AOC Juvenile Court Grant Budget (35190541) for 2021:

|                             |                 |          |
|-----------------------------|-----------------|----------|
| Other Professional Services | (35190541.3009) | \$ 5,000 |
| Food                        | (35190541.2005) | 5,000    |
| General Supplies            | (35190541.2001) | 492.29   |

TOTAL APPROPRIATION \$ 10,492.29

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JOSEPH K. WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

Introduced by: **JP Patrick Deakins**  
Date of Adoption:  
Members Voting For:  
Members Voting Against:  
Members Abstaining:  
Members Absent:

Committee History: Finance & Budget Committee (05-11-2021); Passed to QC  
Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE ANTICIPATING ADDITIONAL REVENUE OF \$399,996 IN THE DRUG COURT GRANT FUND; AND, APPROPRIATING THE AMOUNT OF \$399,996 FROM THE DRUG COURT GRANT FUND TO THE SAMHSA 2021/2022 GRANT BUDGET FOR 2021.

WHEREAS, Washington County has received notification that it will receive \$399,996 from the Substance Abuse and Mental Health Services Administration (SAMHSA) to help provide substance abuse treatment for participants in the Washington/Madison County Drug Court Program.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby anticipated additional revenue of \$399,996 in the Other Federal Grants Revenue line item of the Drug Court Grant Fund (35137109) for 2021.

ARTICLE 2. There is hereby appropriated the amount of \$399,996 from the Drug Court Grant Fund to the following line items in the SAMHSA 2021/2022 Grant Budget for 2021:

|                                |               |    |           |
|--------------------------------|---------------|----|-----------|
| <b><u>SAMHSA 2021/2022</u></b> |               |    |           |
| Salaries, Part-time 0494500    | 35130495-1002 | \$ | 44,885.00 |
| Social Security Matching       | 35130495-1006 |    | 3,433.70  |
| Noncontributory Retirement     | 35130495-1008 |    | 4,964.44  |
| Health Insurance Matching      | 35130495-1009 |    | 5,592.13  |
| Life Insurance                 | 35130495-1016 |    | 131.73    |
| General Supplies               | 35130495-2001 |    | 17,625.00 |
| Medicine & Drugs               | 35130495-2004 |    | 7,200.00  |

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| Medical/Dental/Hospital     | 35130495-3006 | 211,570.00 |
| Other Professional Services | 35130495-3009 | 88,520.00  |
| Common Carrier              | 35130495-3031 | 4,046.00   |
| Meals and Lodging           | 35130495-3094 | 7,774.00   |
| Training/Education          | 35130495-3101 | 4,254.00   |

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JOSEPH K. WOOD, County Judge

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DATE

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BECKY LEWALLEN, County Clerk

Introduced by: **JP Patrick Deakins**  
Date of Adoption:  
Members Voting For:  
Members Voting Against:  
Members Abstaining:  
Members Absent:

Committee History: Finance & Budget Committee (05-11-2021); Passed to QC  
Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROPRIATING \$50,381.32 FROM THE UNAPPROPRIATED RESERVES IN THE ANIMAL SHELTER PROJECTS FUND (1825) TO VARIOUS LINE ITEMS IN THE ANIMAL SHELTER PROJECTS BUDGET (0529) FOR 2021.

WHEREAS, money was donated to the Animal Shelter for the specific purpose of purchasing and outfitting a transport vehicle; and,

WHEREAS, the Animal Shelter desires to utilize that money to purchase and outfit a transport vehicle.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriated \$50,381.32 from the Unappropriated Reserves in the Animal Shelter Projects Fund (1825) to the following line items in the Animal Shelter Projects Budget (18250529) for 2021:

|                 |                 |              |
|-----------------|-----------------|--------------|
| Vehicles        | (18250529.4005) | \$ 13,610.43 |
| Small Equipment | (18250529.2002) | 36,770.89    |

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JOSEPH K. WOOD, County Judge

\_\_\_\_\_  
DATE

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BECKY LEWALLEN, County Clerk

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Introduced by: **JP Patrick Deakins**

Co-Sponsors:

Date of Adoption:

Members Voting For:

Members Voting Against:

Members Abstaining:

Members Absent:

Committee History: Finance & Budget Committee (05-11-2021); Passed to QC

Quorum Court History:

ORDINANCE NO. 2021-

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE TO ESTABLISH A SPECIAL REVENUE TO BE CALLED THE AMERICAN RESCUE PLAN FUND; AND, TO DECLARE AN EMERGENCY.

WHEREAS, the County desires to establish a special revenue fund (3046) to track the revenues, expenditures, and appropriated transfers of federal assistance through the American Rescue Plan Act as received by the County from the U.S. Treasury; and,

WHEREAS, the Quorum Court recognizes and affirms the need for such a fund to properly account for, and control, all such revenues received and expenditures made in compliance with all applicable laws.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby created a special revenue fund to be known as the American Rescue Plan Fund with a fund number of 3046 as assigned by Arkansas Legislative Audit. The revenue code for the federal assistance through the ARP Act, as assigned by Legislative Audit, is 7112 – Federal Coronavirus Relief.

ARTICLE 2. The American Rescue Plan Fund is subject to all the normal county budgeting, appropriation, and expenditure regulations of Arkansas Code Annotated, Title 14 and the County Financial Management System implemented in accordance with A.C.A. § 14-21-101. Funds must be used only in accordance with guidelines issued by the U.S. Treasury concerning the legal expenditures of revenues received pursuant to the American Rescue Plan Act of 2021 (P.L. 11-2), which established the Federal Coronavirus State and Local Fiscal Recovery Fund. Proper records and documentation must be maintained for federal audit purposes.

ARTICLE 3. Emergency Clause. It is found by this Quorum Court that the arrival of federal assistance funds from the American Rescue Plan Act are imminent, making it necessary to establish the American Rescue Act Fund in order to be

42 able to properly track the revenue, appropriated expenditures, and appropriated transfers.  
43 Therefore, an emergency is declared to exist and this ordinance shall be in full force and  
44 effect from the date of passage and approval.

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48 JOSEPH K. WOOD, County Judge

\_\_\_\_\_ DATE

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52 BECKY LEWALLEN, County Clerk

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54 Introduced by: **JP Patrick Deakins**  
55 Date of Adoption:  
56 Members Voting For:  
57 Members Voting Against:  
58 Members Abstaining:  
59 Members Absent:

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62 Committee History: Finance & Budget Committee (05-11-2021); Passed to QC  
63 Quorum Court History:

ORDINANCE NO. 2020-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROPRIATING \$93,000.00 FROM UNAPPROPRIATED RESERVES IN THE COMMUNICATION FUND TO VARIOUS LINE ITEMS IN THE COMMUNICATION BUDGET (30140400) FOR 2021.

WHEREAS, the Washington County Sheriff’s Office desires to improve the safety of both the community and its deputies; and,

WHEREAS, The Washington County Sheriff’s Office desires to promote transparency in the day-to-day interactions between the community and its deputies; and,

WHEREAS, in furtherance of thereof, the Washington County Sheriff’s Office seeks to purchase Body Worn Camera (“BWCs”) for deputies assigned to patrol and detention.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriated the total amount of \$93,000 from unappropriated reserves in the Communications Fund (3014) to the following line items in the Communications Budget (3014.0400) for 2021:

|                                |               |           |
|--------------------------------|---------------|-----------|
| Computer/IT Equipment          | 30140400.2009 | \$ 17,500 |
| Computer Services              | 30140400.3003 | 2,700     |
| Other Sundry Insurance         | 30140400.3054 | 7,300     |
| Software Support Maint. Agrmt. | 30140400.3102 | 56,600    |
| Computer Machinery/Equipment   | 30140400.4009 | 8,900     |

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43 JOSEPH K. WOOD, County Judge

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47 BECKY LEWALLEN, County Clerk

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49 Introduced by: **JP Patrick Deakins**

50 Date of Adoption:

51 Members Voting For:

52 Members Voting Against:

53 Members Abstaining:

54 Members Absent:

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57 Committee History: Finance & Budget Committee (05-11-2021); Passed to QC

58 Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE INCREASING THE SALARY OF THE COUNTY ATTORNEY IN THE COUNTY ATTORNEY BUDGET FOR 2021.

WHEREAS, in a market study provided by the Johanson Group, it has been determined that the salary of the Washington County Attorney is well below the market rate; and,

WHEREAS, the County Judge desires to increase the salary of the County Attorney to make it closer to the market rate in Northwest Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. The salary of the County Attorney (Position 0122001) is hereby increased to \$103,000.

ARTICLE 2. There is hereby reduced the following amounts from the following line items in the County Judge Budget (1000.0100) for 2021:

|                               |               |          |
|-------------------------------|---------------|----------|
| Salaries, Full-Time (0100002) | 10000100.1001 | \$17,660 |
| Social Security Matching      | 10000100.1006 | 1,351    |
| Noncontributory Retirement    | 10000100.1008 | 2,706    |

ARTICLE 3. There is hereby appropriated said \$21,717 to the following line items in the County Attorney Budget (1000.0122) for 2021:

|                               |               |           |
|-------------------------------|---------------|-----------|
| Salaries, Full-Time (0122001) | 10000122.1001 | \$ 17,660 |
| Social Security Matching      | 10000122.1006 | 1,351     |
| Noncontributory Retirement    | 10000122.1008 | 2,706     |

42 \_\_\_\_\_  
43 JOSEPH K. WOOD, County Judge

\_\_\_\_\_  
DATE

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46 \_\_\_\_\_  
47 BECKY LEWALLEN, County Clerk

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49 Introduced by: **JP Patrick Deakins**

50 Date of Adoption:

51 Members Voting For:

52 Members Voting Against:

53 Members Abstaining:

54 Members Absent:

55

56

57 Committee History: Finance & Budget Committee (05-11-2021); Passed to QC

58 Quorum Court History:

ORDINANCE NO. 2021-

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE EXPRESSING APPRECIATION FOR COUNTY EMPLOYEES WORKING IN THE COUNTY DETENTION CENTERS DURING COVID; AND, APPROPRIATING \$297,865.81 FROM THE CORONAVIRUS RELIEF FUND TO VARIOUS LINE ITEMS IN VARIOUS BUDGETS FOR 2021.

WHEREAS, County employees working in the Washington County Detention Center and the Washington County Juvenile Detention Center during the COVID-19 pandemic risked their health and safety each day they worked; and,

WHEREAS, Washington County desires to express its appreciation for the aforementioned county employees by providing a one-time bonus based on their employment status and the time worked; and,

WHEREAS, the County desires to utilize the funds provided to the County by Congress in the Coronavirus Aid, Relief, and Economic Security Act of 2020.

WHEREAS, the Quorum Court desires to provide a net total of \$50.00 per pay period for all full-time employees for the time that said employee work over the past year and a net total of \$25.00 for all part-time employees for the time that said employee work over the past year.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriated \$297,865.81 from the Coronavirus Relief Fund in the General Fund (1005) to the following line items in the following budgets for 2021:

|    |                           |   |            |
|----|---------------------------|---|------------|
| 42 |                           |   |            |
| 43 |                           | <b><u>Juvenile Detention Center (1000.0444)</u></b> | 21,231.19  |
| 44 | Salary Full-Time          | 10000444.1001                                       |            |
| 45 | Social Security Matching  | 30170127.1006                                       |            |
| 46 | Health Insurance Matching | 30170127.1009                                       |            |
| 47 |                           |   |            |
| 48 |                           | <b><u>Jail Maintenance (3017.0127)</u></b>          | 2,136.42   |
| 49 | Salary, Part-Time         | 30170127.1002                                       |            |
| 50 | Social Security Matching  | 30170127.1006                                       |            |
| 51 | Health Insurance Matching | 30170127.1009                                       |            |
| 52 |                           |   |            |
| 53 |                           | <b><u>Sheriff (1000.0400)</u></b>                   | 10,008.18  |
| 54 | Salary, Full-Time         | 30170127.1001                                       |            |
| 55 | Salary, Part-Time         | 30170127.1002                                       |            |
| 56 | Social Security Matching  | 30170127.1006                                       |            |
| 57 | Health Insurance Matching | 30170127.1009                                       |            |
| 58 |                           |   |            |
| 59 |                           | <b><u>Jail (3017.0418)</u></b>                      | 264,520.02 |
| 60 | Salary, Full-Time         | 30170127.1001                                       |            |
| 61 | Salary, Part-Time         | 30170127.1002                                       |            |
| 62 | Social Security Matching  | 30170127.1006                                       |            |
| 63 | Health Insurance Matching | 30170127.1009                                       |            |
| 64 |                           |   |            |

67 \_\_\_\_\_  
68 JOSEPH K. WOOD, County Judge \_\_\_\_\_  
69 DATE

72 \_\_\_\_\_  
73 BECKY LEWALLEN, County Clerk

74  
75 Introduced by: **JP Patrick Deakins**  
76 Date of Adoption:  
77 Members Voting For:  
78 Members Voting Against:  
79 Members Abstaining:  
80 Members Absent:

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82  
83 Committee History: Finance & Budget Committee (05-11-2021); Passed to QC  
84 Quorum Court History:  
85



WASHINGTON COUNTY, ARKANSAS

**County Courthouse**

**COUNTY SERVICES COMMITTEE REPORT – MAY**

JP Sam Duncan - Chair

The County Services Committee met on Monday, May 3<sup>rd</sup>. The Committee received updates from Springdale and Fayetteville Housing Authorities and Johnson Controls. The Committee approved an ordinance authorizing the Sheriff's Department to transfer a chemical vent hood to the City of Prairie Grove, Arkansas.



WASHINGTON COUNTY, ARKANSAS

County Courthouse

**FINANCE & BUDGET COMMITTEE REPORT – MAY**

JP Patrick Deakins - Chairman

The Finance & Budget Committee met Tuesday, May 11, 2021. There were reports given on the Treasurer, Employees' Insurance, and Comptroller. The Committee approved eight ordinances. An ordinance to appropriate \$25,000 from the Coronavirus Relief Fund to the other professional services line item in the Coronavirus Relief Budget failed.



WASHINGTON COUNTY, ARKANSAS

**County Courthouse**

**PERSONNEL COMMITTEE REPORT – MAY**

JP Lisa Ecke - Chairwoman

The Personnel Committee met on Monday, May 10, 2021. JP Lisa Ecke presented the chairman's report to the Committee. The Committee also received JP's engagement report on County Judge Joseph Wood and Sheriff Tim Helder. Treasurer Bobby Hill, Circuit Clerk Kyle Sylvester, and Assessor Russell Hill spoke to the Committee and answered question about their personnel. There was a review of the Washington County Job Evaluation Program and the 2016 Formulation of Salary Policy Ranges.