MARILYN EDWARDS County Judge



WASHINGTON COUNTY, ARKANSAS

County Courthouse

November 13, 2015

REGULAR MEETING OF THE WASHINGTON COUNTY QUORUM COURT

Thursday, November 19, 2015 6:00 p.m. Washington County Quorum Court Room

AGENDA

- 1. CALL TO ORDER. JUDGE EDWARDS
- 2. PRAYER AND PLEDGE.
- 3. ROLL CALL.
- 4. ADOPTION OF AGENDA. At the beginning of each meeting, the agenda shall be approved. Any JP may request an item be added to the agenda subject to approval of the Quorum Court.
- 5. APPROVAL OF MINUTES. Approval of the minutes of the August 20th regular meeting as well as the August 11th and 31st special meetings of the Quorum Court.
- 6. COUNTY JUDGE'S REPORT.

JUDGE EDWARDS

- 7. COMMITTEE REPORTS.
- 8. AN ORDINANCE ESTABLISHING VOTE CENTERS IN WASHINGTON COUNTY FOR ALL ELECTIONS.

This ordinance is on first reading and is being recommended by the County Services Committee. **(8.1)**

EVA MADISON

9. AN ORDINANCE AMENDING WASHINGTON COUNTY CODE SECTION 11-76 FEES PAYABLE TO PLANNING OFFICE. This ordinance is on first reading and is being recommended by the County Services Committee. (9.1)

EVA MADISON

10. AN ORDINANCE AMENDING WASHINGTON COUNTY CODE SECTION 11-205 FEES. This ordinance is on first reading and is being recommended by the County Services Committee. (10.1)

EVA MADISON

11. AN ORDINANCE AMENDING WASHINGTON COUNTY CODE CHAPTER 2.7, SECTION 35. This ordinance is on first reading and is being recommended by the County Services Committee. (11.1)

DANIEL BALLS

12. APPROPRIATION ORDINANCE: AN ORDINANCE LEVYING THE COUNTY, MUNICIPAL AND SCHOOL DISTRICT TAXES FOR THE YEAR 2015. The Quorum Court is required to levy the county, municipal, and school taxes for the current year at its regular meeting in November of each year. (12.1-12.3)

RICK COCHRAN

13. A RESOLUTION AUTHORIZING THE WASHINGTON COUNTY JUDGE TO SUBMIT A GRANT REQUEST TO THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM ON BEHALF OF THE CANEHILL COMMUNITY. (13.1)

RICK COCHRAN

14. <u>APPROPRIATION ORDINANCE:</u> AN ORDINANCE RECOGNIZING ADDITIONAL REVENUES AND MAKING APPROPRIATIONS TO PERSONAL LINE ITEMS IN VARIOUS COUNTY BUDGETS FOR 2015. (14.1-14.6)

RICK COCHRAN

15. AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN WASHINGTON COUNTY, ARKANSAS ("COUNTY") AND THE CITIES OF ELKINS, ELM SPRINGS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, JOHNSON, LINCOLN, PRAIRIE GROVE, TONTITOWN, WEST FORK, AND WINSLOW ("CITIES") FOR CONTINUATION AND EXPANSION OF AMBULANCE SERVICES AND FOR EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY ("WCRAA"). This ordinance is on first reading. (15.1, 15.2)

TOM LUNDSTRUM JOE PATTERSON

- 16. OTHER BUSINESS.
- 17. 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.
- 18. ADJOURNMENT.

/cs

ORDINANCE NO. :	2015-
-----------------	-------

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

Abstention:____ Absent:

AN ORDINANCE ESTABLISHING VOTE CENTERS IN WASHINGTON COUNTY FOR ALL ELECTIONS.

WHEREAS, pursuant to Arkansas Code Annotated Section 7-5-101 the County may establish by ordinance vote centers for elections; and,

WHEREAS, the Washington County Clerk has certified to the Quorum Court and the Secretary of State that the County has a secure electronic connection sufficient to prevent an elector from voting more than once and to prevent unauthorized access to a computerized registration book maintained by the County Clerk; and,

WHEREAS, it is the desire of the Washington County Election Commission and the County Clerk to establish duly authorized vote centers for all elections.

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

Washington Co	ARTICLE 1. There are he ounty vote centers for all elections in th	ereby authorized and established in e County.
MARILYN EDV	VARDS, County Judge	DATE
BECKY LEWA	LLEN, County Clerk	
Sponsor: Date of Passag	Eva Madison de:	
Votes For:	Votes Against:	

ORDINANCE NO. 2015-____

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

AN ORDINANCE AMENDING WASHINGTON COUNTY CODE SECTION 11-76 FEES PAYABLE TO PLANNING OFFICE.

WHEREAS, Washington County Code Section 11-76 was adopted in 1991 and has been amended from time to time; and,

WHEREAS, the United States Supreme Court in *T-Mobile,* South LLC v. City of Roswell, Georgia articulated that reasons a local government relies upon to deny a permit for placement of a cell phone tower must be stated in writing "substantially contemporaneously" with the denial; and,

WHEREAS, the Quorum Court has determined that the most efficient way to accomplish the Supreme Court's directive is to engage the services of a certified verbatim court reporter with real-time transcription capabilities.

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

ARTICLE 1. Washington County Code Section 11-76 is hereby amended by adding the following:

Sec. 11-76 – Fees Due to Planning Office

- (a) With plans, plat reviews and inspections, the developer shall remit the following fees:
 - (1) Concept plat (pre platting): Thirty dollars (\$30.00) if in a city planning area; otherwise, fifty dollars (\$50.00).
 - (2) Preliminary plat:

In a city planning area: One hundred dollars (\$100.00) if fifty (50) lots or less; three hundred dollars (\$300.00) if more than fifty (50) lots.

If not in a city planning area: Two hundred dollars (\$200.00) for fifty (50) lots or less; four hundred dollars (\$400.00) if more than fifty (50) lots.

(3) Final plat:

In a city planning area: One hundred dollars (\$100.00) if fifty (50) lots or less; two hundred dollars (\$200.00) if more than fifty (50) lots.

ORDINANCE NO.	2015
PAGE 2	

If not in a city planning area: Two hundred dollars (\$200.00) for fifty (50) lots or less; four hundred dollars (\$400.00) if more than fifty (50) lots.

- (4) Large-scale development: High intensity/industrial (as defined in Subsection 11-100(a)(2)) regardless of location, three hundred dollars (\$300.00) for preliminary plat; two hundred dollars (\$200.00) for final plat.
 - Residential large scale development of more than fifty (50) units, two hundred dollars (\$200.00) for preliminary plat; four hundred dollars (\$400.00) for final plat. All other large scale developments two hundred dollars (\$200.00) for preliminary plat; one hundred dollars (\$100.00) for final plat.
- (5) Minor subdivision plat (defined as four (4) lots or less): Fifteen dollars (\$15.00) if in planning area; otherwise two hundred dollars (\$200.00).
- (6) *Minor subdivision replat:* Fifteen dollars (\$15.00) if in planning area; otherwise one hundred fifty dollars (\$150.00).
- (7) Variance request: Fifty dollars (\$50.00).

 Administrative variance request: Fifteen dollars (\$15.00).
- (8) Fee for inspection of gated community: Twenty-five dollars (\$25.00)
- (9) Applications for exempt land divisions: Fifteen dollars (\$15.00) within a city planning area; twenty-five dollars (\$25.00) solely County jurisdiction.
- (10) Cell phone towers: In addition to any other applicable fee listed in this subchapter, any application for approval of a cell phone tower shall also be accompanied by a Fifteen hundred dollar (\$1,500.00) fee, payable toward the estimated cost of a Court Reporter to attend and transcribe the records of meetings of the Quorum Court at which such cell phone tower application is considered. This fee, however, shall be subject to the following:
 - a. <u>In the event all or any portion of the \$1,500.00 fee is unused, the County shall return the balance to the applicant; and</u>
 - b. <u>In the event \$1,500.00 is not enough to cover the cost to the County of such a Court Reporter, the applicant shall be responsible for the balance.</u>

MARILYN EDWARDS, County Judge		 DATE
BECKY LEWAL	LEN, County Clerk	
Sponsor:	Eva Madison	
Date of Passage	e:	
Votes For:	Votes Against:	
Abstention:	Absent:	

ORDINANCE NO.	2015-
---------------	-------

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

AN ORDINANCE AMENDING WASHINGTON COUNTY CODE SECTION 11-205 FEES.

WHEREAS, Washington County Code Section 11-205 was adopted in 2006; and,

WHEREAS, the United States Supreme Court in *T-Mobile,* South LLC v. City of Roswell, Georgia articulated that reasons a local government relies upon to deny a permit for placement of a cell phone tower must be stated in writing "substantially contemporaneously" with the denial; and,

WHEREAS, the Quorum Court has determined that the most efficient way to accomplish the Supreme Court's directive is to engage the services of a certified verbatim court reporter with real-time transcription capabilities.

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

ARTICLE 1. Washington County Code Section 11-205 is hereby amended by adding the following:

Sec. 11-205. - Fees.

- (1) An applicant for conditional use or variance shall remit a fee in the amount of one hundred dollars (\$100.00) to the planning office upon submittal of any application.
- (2) Conditional Use Permits for personal wireless services facilities: In addition to any other applicable fee listed in this subchapter, any Conditional Use Permit application for approval of a personal wireless services facility as defined in the Federal Telecommunications Act of 1996, (47 U.S.C. § 332 (c)(7)(C)(i) and (ii)) shall also be accompanied by a Fifteen hundred dollar (\$1,500.00) fee, payable toward the estimated cost of a Court Reporter to attend and transcribe the records of meetings of the Quorum Court at which such personal wireless services facility application is considered. This fee, however, shall be subject to the following:

ORDINANCE NO. 2015	
PAGE 2	

- a. <u>In the event all or any portion of the \$1,500.00 fee is unused, the County shall return the balance to the applicant; and</u>
- b. In the event \$1,500.00 is not enough to cover the cost to the County of such a Court Reporter, the applicant shall be responsible for the balance.

MARILYN EDW	ARDS, County Judge	 DATE
BECKY I EWAI	LEN, County Clerk	
DEORT ELWAL	LEIN, County Clerk	
Sponsor:	Eva Madison	
Date of Passag	e:	
Votes For:	Votes Against:	
Abstention:	Absent:	

ORDINANCE NO. 2015-____

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

AN ORDINANCE AMENDING WASHINGTON COUNTY CODE CHAPTER 2.7, SECTION 35.

WHEREAS, Washington County Code Chapter 2.7, Section 35 provides for the definition of "stray" dogs and the procedures for dealing with such; and,

WHEREAS, the Code section should provide for both dogs and cats; and,

WHEREAS, there is a cost associated with processing stray dogs and cats, and where the owner reclaims such an animal, said cost should be borne by the owner; and,

WHEREAS, these changes make it necessary to change the language of said Code section.

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

ARTICLE 1. Washington County Code Chapter 2.7, Section 35, is hereby amended to read as follows:

Sec. 2.7-35. - Stray dogs and cats.

- (a) Definition. All dogs and cats in the rural areas of the County that do not have identifying information affixed to them shall be deemed "stray". Identifying information is defined as any type of information in writing or otherwise that would clearly put a person on notice as to who whom the dog or cat belonged to and how to contact said owner.
- (b) *Impoundment of stray dogs and cats*. The Animal Control Officer of the County Sheriff's Office or any other deputy is authorized to take charge and impound said stray dogs and cats at the owner's expense. Failure to claim said dog <u>or cat</u> within three (3) days shall subject the dog <u>or cat</u> to adoption or euthanasia.
- (c) Dogs <u>or cats</u> with identifying information; return to owners; and impoundment. Dogs <u>or cats</u> that have identifying information will be returned to the owner at no cost, unless said owner cannot be contacted within forty-eight (48) twenty-four (24) hours, at which time said dog <u>or cat</u> shall be subjected to impoundment at the owner's expense. Failure to claim said dog <u>or cat</u> within ten (10) days impoundment shall subject the dog <u>or cat</u> to adoption or euthanasia.

ORDINANCE NO.	2015-	
PAGE 2		

- (d) *Violation.* This section shall be amendatory to Ordinance No. 92-34 and a violation of this section will be punishable as set out therein.
- (e) Upon the first violation of the ordinance from which this section was derived, said stray dog <u>or cat</u> shall be micro-chipped at the expense of the owner. <u>Any dog or cat impounded more than once shall be spayed or neutered at the owner's expense before being released to the owner. In accordance with State statute, all required vaccinations shall be current before the dog or cat leaves the Shelter.</u>
- (f) The owner of any stray dog that is impounded more than once shall pay double impoundment fees and said dog shall be spayed or neutered at the expense of the owner before being released by the shelter. Subject to subsection (c), above, the owner of any stray dog or cat to whom said dog or cat is returned shall pay either:
 - (1) \$20 per day to the County, beginning 24 hours after intake, if the animal is spayed or neutered; or,
 - (2) \$200 to the County if the animal is returned, at the owner's option, without being spayed or neutered. Provided, however, that if a dog or cat was spayed or neutered at the time it came into County custody, the return fee provided in Paragraph (f) (1) shall apply.
- (g) Severability clause. If any court of competent jurisdiction finds that any section, clause, sentence, or phrase of the ordinance from which this section was derived is invalid or unconstitutional, that finding in no way affects the validity of the remaining portions of the ordinance from which this section was derived.

MARILYN EDV	VARDS, County Judge	DATE
		_
BECKY LEWA	LLEN, County Clerk	
Sponsor:	Daniel Balls	
Date of Passag	ge:	
Votes For:	Votes Against:	_
Abstention:	Ahsent.	

appendix for breakdown):

APPROPRIATION ORDINANCE:

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

AN ORDINANCE LEVYING THE COUNTY, MUNICIPAL AND SCHOOL DISTRICT TAXES FOR THE YEAR 2015.

WHEREAS, Article 7, Section 30, of the Constitution of the State of Arkansas requires the Justices of the Peace of each county to "sit with and assist the County Judge in levying the county taxes"; and,

WHEREAS, A.C.A. 14-14-904 provides that "The Quorum Court, at its regular meeting in November of each year, shall levy the county, municipal, and school taxes for the current year."

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

ARTICLE 1. The following taxes are hereby levied for the Year 2015 for Washington County, Arkansas:

Real Estate/Personal Property

(A) County General	3.9 mills
(B) County Road	1.1 mills
(C) County Library	1.0 mills*
* To be collected throughout the County	except for

property within the City Limits of Fayetteville.

ARTICLE 2. The following taxes are hereby levied for the Year 2015 for the respective municipalities within Washington County, Arkansas (see attached

Real Estate/Personal Property

(A)	Fayetteville	4.1 mills*
(B)	Springdale	8.2 mills
(C)	Elkins	5.0 mills
(D)	Greenland	2.9 mills
(E)	West Fork	5.0 mills
(F)	Winslow	3.0 mills

(G)	Farmington	5.0 mills
(H)	Tontitown	3.0 mills
(I)	Elm Springs	5.0 mills
(J)	Johnson	5.0 mills
(K)	Prairie Grove	6.5 mills
(L)	Lincoln	6.5 mills
(M)	Goshen	0.0 mills

^{** 1.0} mill is a library millage and is to be collected only inside the City Limits of Fayetteville; 3.1 mills is for all other legal purposes.

ARTICLE 3. The following taxes are hereby levied for the Year 2015 for the respective school districts within Washington County, Arkansas:

		Real Estate/Personal Property		
		Debt	M & 0	Total
(A)	Fayetteville #1	20.65 mills	25.0 mills	45.65 mills
(B)	Farmington #6	17.6 mills	25.0 mills	42.6 mills
(C)	Elkins #10	19.2 mills	25.0 mills	44.2 mills
(D)	Prairie Grove #23	17.9 mills	25.0 mills	42.9 mills
(E)	Lincoln #48	17.7 mills	25.0 mills	42.7 mills
(F)	Springdale #50	15.5 mills	25.0 mills	40.5 mills
(G)	Greenland #95	14.5 mills	25.0 mills	39.5 mills
(H)	West Fork, #141	15.6 mills	25.0 mills	40.6 mills
(I)	Benton County, #21	20.0 mills	25.0 mills	45.0 mills

te

law.	ARTICLE 4.	The levy of	taxes for	2015 is in	accordance	with S	ta
MARILYN EDWAR	RDS, County Jud	dge			DATE		
BECKY LEWALLE	N, County Clerk	ζ					
Sponsor:	Rick Cochrar	1					
Date of Passage:	Votos Agair	not.					
Votes For:Abstention:	Votes Agair Absent:	151					

CITY MILLAGES 2015

	REAL ESTATE	PER	SONAL
Fayetteville	4.1		
Springdale			
Elkins	5		
Greenland	3 9		
West Fork	5		
Winslow			
Farmington	5		
Tontitown	5		
Elm Springs	5		
Johnson	5	-	
Prairie Grove	6,50		
Lincoln	6,5		
Goshen		***************************************	
	SCHOOL MI	LAGES 2015	
	Total	Debt	M & O
Fayetteville # 1	45.65	20.65	25.00
		0.0.0	03.00
Farmington #6	42.60	17.60	95.00
Farmington #6 Elkins #10			
_	42.60	17.60	25.00
Elkins #10	42.60	17.60	25.00
Elkins #10 Prairie Grove #23	42.60 44.2 42.90	17.60 19.3 17.90	25.00 25.00 25.00
Elkins #10 Prairie Grove #23 Lincoln #48	42.60 44.2 42.90 42.7 40.50 39.5	17.60 19.3 17.90	25.00 25.00 25.00
Elkins #10 Prairie Grove #23 Lincoln #48 Springdale #50	42.60 44.2 42.90 42.7 40.50	17.60 19.3 17.90	25.00 25.00 25.00 25.00 25
Elkins #10 Prairie Grove #23 Lincoln #48 Springdale #50 Greenland #95	42.60 44.2 42.90 42.7 40.50 39.5	17.60 19.3. 17.90 17.7 15.50 14.5	25.00 25.00 25.00 25.00 25.00
Elkins #10 Prairie Grove #23 Lincoln #48 Springdale #50 Greenland #95 West Fork #141	42.60 44.2 42.90 42.7 40.50 39.5 40.6 45	17.60 19.3. 17.90 17.7 15.50 14.5	25.00 25.00 25.00 25.00 25
Elkins #10 Prairie Grove #23 Lincoln #48 Springdale #50 Greenland #95 West Fork #141	42.60 44.2 42.90 42.7 40.50 39.5 40.6 45	17.60 19.3. 17.90 17.7 15.50 14.5 15.6	25.00 25.00 25.00 25.00 25

County Library

ORDINANCE NO. 2014-68

2014 NOV 24 PM 12: 31
BEGAT LUMBALLE
CO. & PROBATE CLES
VIASHINGTON CO. AT

APPROPRIATION ORDINANCE:

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

AN ORDINANCE LEVYING THE COUNTY, MUNICIPAL AND SCHOOL DISTRICT TAXES FOR THE YEAR 2014.

WHEREAS, Article 7, Section 30, of the Constitution of the State of Arkansas requires the Justices of the Peace of each county to "sit with and assist the County Judge in levying the county taxes"; and,

WHEREAS, A.C.A. 14-14-904 provides that "The Quorum Court, at its regular meeting in November of each year, shall levy the county, municipal, and school taxes for the current year."

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

ARTICLE 1. The following taxes are hereby levied for the Year 2014 for Washington County, Arkansas:

Real Estate/Personal Property

(A)	County General	3.9 mills
(B)	County Road	1.1 mills
(C)	County Library	1.0 mills*
, ,	* To be called and the second and the	L - O

* To be collected throughout the County except for property within the City Limits of Fayetteville.

ARTICLE 2. The following taxes are hereby levied for the Year 2014 for the respective municipalities within Washington County, Arkansas (see attached appendix for breakdown):

Real Estate/Personal Property

(A)	Fayetteville	3.1 mills**
(B)	Springdale	8.2 mills
(C)	Elkins	5.0 mills
(D)	Greenland	2.9 mills
(E)	West Fork	5.0 mills
(F)	Winslow	3.0 mills

ORDINANCE NO. 2014-68 PAGE 2

(G)	Farmington	5.0 mills
(H)	Tontitown	2.0 mills
(1)	Elm Springs	 5.0 mills
(J)	Johnson	5.0 mills
(K)	Prairie Grove	6.5 mills
(L)	Lincoln	6.5 mills
(M)	Goshen	0.0 mills

^{** 1.0} mill is a library millage and is to be collected only inside the City Limits of Fayetteville; 2.1 mills is for all other legal purposes.

ARTICLE 3. The following taxes are hereby levied for the Year 2014 for the respective school districts within Washington County, Arkansas:

		Real Estate/Personal Property		
		Debt	M & 0	Total
(A)	Fayetteville #1	20.65 mills	25.0 mills	45.65 mills
(B)	Farmington #6	17.6 mills	25.0 mills	42.6 mills
(C)	Elkins #10	19.2 mills	25.0 mills	44.2 mills
(D)	Prairie Grove #23	17.9 mills	25.0 mills	42.9 mills
(E)	Lincoln #48	17.7 mills	25.0 mills	42.7 mills
(F)	Springdale #50	15.5 mills	25.0 mills	40.5 mills
(G)	Greenland #95	14.5 mills	25.0 mills	39.5 mills
(H)	West Fork, #141	15.6 mills	25.0 mills	40.6 mills
(1)	Benton County, #21	20.0 mills	25.0 mills	45.0 mills

ARTICLE 4. The levy of taxes for 2014 is in accordance with State

law.

M /	
MARILYN EDWARDS, County Judge	11-24-14
MARILYN EDWARDS, County Judge	DATE

BECKY LEWALLEN, County Clerk

 Sponsor:
 Candy Clark

 Date of Passage:
 November 20, 2014

 Votes For:
 14
 Votes Against:
 1

 Abstention:
 0
 Absent:
 0

RESOLUTION NO	. 2015-
----------------------	---------

BE IT RESOLVED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE WASHINGTON COUNTY JUDGE TO SUBMIT A GRANT REQUEST TO THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM ON BEHALF OF THE CANEHILL COMMUNITY.

WHEREAS, the Washington County Quorum Court has determined that the Canehill Community meets eligibility requirements necessary to apply for a grant from the Arkansas Department of Parks and Tourism; and,

WHEREAS, the Canehill Community has stated needs for additional advertisement for the annual Canehill Harvest Festival; and,

WHEREAS, the Quorum Court of Washington County recognizes the need for the project, concurs its importance, and supports the Canehill Community in its efforts to proceed with the same; and,

WHEREAS, the Canehill Community has furnished proof that they has adequate funds available to be applied to the project as a local match.

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

ARTICLE 1. That the County Judge of Washington County is hereby authorized to submit an application of formal request to the Arkansas Department of Parks and Tourism for purposes of securing state grant funds in the amount of \$2,000 to aid and assist the Canehill Community in executing the proposed project described herein.

ARTICLE 2. That the County Judge is further authorized to administer the grant funds for the same project.

MARILYN EDWARDS, County Judge		DATE
BECKY LEWALI	LEN, County Clerk	
Sponsor:	Rick Cochran	
Date of Passage):	
Votes For:	Votes Against:	
Abstention:	Absent:	

APPROPRIATION ORDINANCE:

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

Circuit Clark

AN ORDINANCE RECOGNIZING ADDITIONAL REVENUES AND MAKING APPROPRIATIONS TO PERSONAL LINE ITEMS IN VARIOUS COUNTY BUDGETS FOR 2015.

ARTICLE 1. There is hereby recognized additional revenue in the amount of \$128,191 in the Reimbursement-Salaries Revenue Line Item of the General Fund (1000-8727) for 2015.

ARTICLE 2. There is hereby recognized additional revenue in the amount of \$97,710 in the Prisoner Care Reimbursements Revenue Line Item of the Jail Fund (3017-7802) for 2015.

ARTICLE 3. There is hereby appropriated the amount of \$128,191 from the General Fund to line items in the following budgets for 2015:

Overtime (10000102-1005) Social Security Matching (10000102-1006) Retirement Matching (10000102-1007)	\$ 10,000 765 <u>1,450</u>	\$ 12,215
Collector Part-time (10000104-1002) Social Security Matching (10000104-1006) Retirement Matching (10000104-1007)	\$ 3,200 245 464	\$ 3,909
Quorum Court Part-time Salaries (10000107-1002) Social Security Matching (10000107-1006)	\$ 36,526 2,795	\$ 39,321
Sheriff Overtime (10000400-1005) Social Security Matching (10000400-1006) Retirement Matching (10000400-1007)	\$ 49,554 3,791 7,186	\$ 60,531

Social Security Matching (10000419-1006) Retirement Matching (10000419-1007) TOTAL APPROPRIATION: ARTICLE 4. There is hereby a		
\$30,538 from the Road Fund to the following line items in the	e Road B	udget for 2015:
Road Overtime (20000200-1005) \$ Social Security Matching (20000200-1006) Retirement Matching (20000200-1007)	\$ 25,000 1,913 3,625	
TOTAL APPROPRIATION:		<u>\$ 30,538</u>
ARTICLE 5 . There is hereby a \$97,710 from the Jail Fund to the following line items in the		
<u>Jail</u> Overtime (30170418-1005) Social Security Matching (30170418-1006) Retirement Matching (30170418-1007)	5 79,991 6,120 11,599	
TOTAL APPROPRIATION:		<u>\$ 97,710</u>
MARILYN EDWARDS, County Judge	r	OATE
With the Ebyvith bo, County Stage	J	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
BECKY LEWALLEN, County Clerk		
Sponsor: Rick Cochran Date of Passage: Votes For: Votes Against:		
Abstention: Absent:		

Karen Beeks

From:

Anita Phillips

Sent:

Friday, November 13, 2015 12:33 PM

To:

Karen Beeks; Cheryl Bolinger; Kyle Sylvester

Cc:

Carly Sandidge

Subject:

RE: Overtime - Over Budget \$5,377.04

Karen,

This year we have trained for and switched over to the state system for reporting court cases: AOC CourtConnect. As expected, we have more than exhausted our overtime in General because of all the extra time it has taken for the training and the implementation. We would request that the Circuit Clerk's Overtime budget have \$10,000 added to cover the overage and to make it through the end of the year.

Thanks,

Anita

Anita Phillips

Chief Deputy Circuit Clerk 280 N. Cellego Ave Suite 302

Fayetteville A.R. 72701

(479) 445 6341



Washington County Arkansas 14.3 7ax Collector David A. Ruff 280 N College-Suite 202 Fayetteville AR 72701 479-444-1526

Real Estate and Personal Property 7ax

November 12, 2015

To all Quorum Court members,

Unfortunately this year the Collector's office has had at least 7 employees sign up for FMLA due to various reasons. This has caused us to need our part time employees more often than usual. I am requesting additional funds of \$3200 for line item 1002 (Part time Salary) for the remainder of the 2015 year. We currently have one employee on FMLA and will have another one on FMLA November 19th. Please consider my request.

Sincerely,

David A Ruff, **Washington County** Tax Collector 479-444-1529

MC

Quorum Court Appropriation Request November 2015

Potential Meetings Scheduled 11/9/15 thru 12/20/15:	11
Salary (\$3,000 per meeting) Mileage Cost (\$201 per meeting)	\$33,000 \$2,211 \$35,211
Salaries Part time Overexpended (11/8/15)	\$1,315
Salaries Part-time 10000107-1002 Social Security Matching 10000107-1006	\$36,526 \$2,795
TOTAL APPROPRIATION REQUEST:	\$39,321

Prepared by Karen B.

Good Morning Cheryl & Karen,

In response to Karen's email concerning Over Budget – in our Enforcement and Detention Overtime Budgets. We have come up the amounts listed below:

Detention - -61,108.43 (Currently over budget)

\$10,534.14 - U of A Reimbursement for August & September has been received and receipted to the Treasurer.

\$10,583.43 – U of A Reimbursement for October has been billed to the University but we have not received this payment as to date.

Total amount of U of A Reimbursement that will be applied to overtime budget is \$21,117.57.

Over budget Remains at - \$39,990.86 (after reimbursements for the U of A have been applied)

Anticipate U of A Special Events for November and December to be \$25,000.00

Anticipate \$15,000 overtime for detention operations for the remainder of November to Dec. 20. (3 pay periods)

Our request is for \$79,990.86 to correct the detention over budget and budget for U of A Special events and jail operations. Please keep in mind that the anticipated \$25,000 of our request will be reimbursed by the U of A.

Enforcement - -34,201.20 (Currently over budget)

\$11,439.43 - U of A Reimbursement for August & September has been received and receipted to the Treasurer.

\$13,278.18 – U of A Reimbursement for October has been billed to the University but we have not received this payment as to date.

Total amount of U of A Reimbursement that will be applied to overtime budget is \$24,647.61

Over budget Remains at - \$9,553.59 (after reimbursements for the U of A have been applied)

Anticipate U of A Special Events for November and December to be \$25,000.00

Anticipate \$15,000 overtime for enforcement operations for the remainder of November to Dec. 20. (3 pay periods)

Our request is for \$49,553.59 to correct the enforcement over budget and budget for U of A Special events. Please keep in mind that the anticipated \$25,000 of our request will be reimbursed by the U of A.

WASHINGTON COUNTY

STATE OF ARKANSAS 2769 S. Brink Dr

Fayetteville, Arkansas 72701





Roger W. Morris, D-ABMDI Coroner 479-444-1730 - Office 479-444-1582 - Fax

To whom it may concern

I, Roger W. Morris, Washington County Coroner, am requesting \$10,000 to be placed in the Deputy Coroner part-time pay line item to help finish out the year. We have increased our calls from 1,600 to over 2,000 a year, which we were able to make without a change in our budget. We did not plan on being without an office manager for a month, which during this time we pulled in our deputy coroner's to come in and cover this position. Being able to cover it meant their additional hours paid came out of the part-time salary line item. My Chief Deputy and I came together and figured out a way to use interns to help try to make up the loss until which time we could fill the office manager position. I was thinking that we would be talking about this in October. That being said, working through being shorthanded and having more calls than last year, making our budget last to the middle of November is a blessing. Also, by being able to continue to have the same budget for next year is something to be proud of.

Thank You,

Roger W. Morris

Washington Co. Coroner

Karen Beeks

From:

Shawn Shrum

Sent:

Thursday, November 12, 2015 4:00 PM

To:

Karen Beeks; Cheryl Bolinger; Donnie Coleman

Cc:

Carly Sandidge; Charles Ward

Subject:

RE: Overtime - over budget \$4,868.93

Karen,

Charles would like to request an additional \$25,000 be put in the overtime line item (1005) for the Road Department Budget. The additional funds would be used to cover the current negative balance and provide enough to cover any overtime for the rest of the year. This amount will be used to cover overtime at the Stonewall Bridge and any weather events that may happen before the end of the year.

Let me know if you need anything else.

Shawn

ORDINANCE NO.	. 2015-
---------------	---------

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

> ORDINANCE APPROVING AN INTERLOCAL AN ("AGREEMENT") AGREEMENT BETWEEN WASHINGTON COUNTY, ARKANSAS ("COUNTY") AND THE CITIES OF ELKINS, ELM SPRINGS, **FAYETTEVILLE.** FARMINGTON. GOSHEN. GREENLAND, JOHNSON, LINCOLN, PRAIRIE GROVE, TONTITOWN, WEST FORK, AND WINSLOW ("CITIES") **FOR** CONTINUATION AND **EXPANSION** AMBULANCE SERVICES AND FOR EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY **REGIONAL AMBULANCE AUTHORITY ("WCRAA").**

WHEREAS, A.C.A.§14-14-910 and A.C.A.,§14-266-101 et. seq. authorize cities and counties to enter into contracts to co-operate or join with each other to emergency and non-emergency medical services; such to specify the responsibilities of all parties; and,

WHEREAS, all parties acknowledge that the continued provision of ambulance service is crucial for the continued health and safety of the residents of the named Cities and the County; and,

WHEREAS, the County and Cities mutually agree that the continuation of an Ambulance Authority or similar entity with participation by and coverage for the Cities of Elm Springs and Tontitown as provided for in A.C.A. §14-14-910, A.C.A. §25-20-101 and A.C.A. §14-266-101 et. seq is in the best long-term interests of the parties; and,

WHEREAS, the City of Springdale, which had previously provided ambulance coverage to the Cities of Elm Springs, Tontitown and the northern half of the City of Johnson and the unincorporated areas of northern Washington County, will cease to provide such coverage on December 31, 2015; and,

WHEREAS, the Cities of Elm Springs and Tontitown do not currently participate in WCRAA as established in an original Interlocal Agreement in 2008, but will begin participation beginning in 2016 and with execution of this Agreement.

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

Interlocal Agreement.	ARTICLE 1. That	the	County	Judge	is	authorized	to	sign	said
MARII YN FDWARDS, Coun	tv.ludae		_			DATE			

BECKY LEWALLEN, County Clerk							
Sponsor: Date of Pass	Tom Lundstrum & Joe Patterson age:						
Votes For:	Votes Against:						
Abstention:	Absent:						

AGREEMENT

FOR CONTINUATION AND EXPANSION OF AMBULANCE SERVICES AND FOR EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

THIS INTERLOCAL AGREEMENT FOR AMBULANCE SERVICES AND FOR EXPANDED MEMBERSHIP IN THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY ("Agreement") is made and entered into by and between the WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY ("Authority" or "WCRAA"), WASHINGTON COUNTY, ARKANSAS, ("County") and the cities of ELKINS, ELM SPRINGS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, JOHNSON LINCOLN, PRAIRIE GROVE, TONTITOWN, WEST FORK, and WINSLOW ("Cities").

WHEREAS, A.C.A. §14-14-910, A.C.A. §25-20-101, and A.C.A. §14-266-102 authorize cities and counties to enter into contracts to co-operate or join with each other to provide emergency and non-emergency medical services and to specify the responsibilities of all parties; and,

WHEREAS, all parties acknowledge that the continued provision of ambulance service is crucial for the continued health and safety of the residents of the named Cities and the County; and,

WHEREAS, the County and Cities mutually agree that the continuation of an Ambulance Authority or similar entity with participation by and coverage for the Cities of Elm Springs and Tontitown as provided for in A.C.A. §14-14-910, A.C.A. §25-20-101 and A.C.A. §14-266-101 *et. seq* is in the best long-term interests of the parties; and,

WHEREAS, the City of Springdale, which had previously provided ambulance coverage to the Cities of Elm Springs, Tontitown and the northern half of the City of Johnson and the unincorporated areas of northern Washington County, will cease to provide such coverage on December 31, 2015;

WHEREAS, The Cities of Elm Springs and Tontitown do not currently participate in WCRAA as established in an original Interlocal Agreement in 2008, but will begin participation beginning in 2016 and with execution of this Agreement; and,

WHEREAS, said Authority should consist of representatives of all of the above named Cities and the County; and,

WHEREAS, the Original Agreement for Ambulance Services forming the WCRAA is set to renew on its own terms in December 31, 2016 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2016; and

WHEREAS, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2016 renewal, with the WCRAA continuing to exist as

it does today with the exception of adding to membership the Cities of Elm Springs and Tontitown; and

WHEREAS, the parties acknowledge that their financial contributions to the WCRAA as set forth in this Agreement and previous Agreements funding the WCRAA is for and in consideration of (a) ambulance service coverage within in each of their respective cities, for the cities, and in the unincorporated areas of Washington County for the County, and (b) beginning or continued participation in the WCRAA; and

WHEREAS, all parties acknowledge that the continuation and expansion of membership of the WCRAA will demand close and continued cooperation of all parties.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1. AUTHORITY ORGANIZATION.

- (a) The chief executive officer of each entity shall represent said entity on the Board of Directors of the Authority to be known as the Washington County Regional Ambulance Authority.
- (b) The Board shall meet no less than annually to transact all business associated with the powers and responsibilities conferred upon it. However, the Board shall reserve to itself the right to meet on whatever basis it determines is appropriate.
- (c) The Board shall employ an executive director/chief to manage a regional ambulance system.
- (d) In order to ensure maximum efficiency and effectiveness of the operation, an executive committee shall be formed to be charged with the oversight of the day-to-day operation of the system. The members of said executive committee shall be as follows:
 - (1) The County appointee who shall reside in the unincorporated service area.
 - (2) The Fayetteville City Council appointee;
 - (3) A second Fayetteville appointee (Both City Council appointees shall serve at the pleasure of the City Council and can be removed and replaced by different representatives by City Council Resolution.);
 - (4) A small city appointee to be chosen by the aforestated cities, excluding the City of Fayetteville;
 - (5) A Nursing Home or medical profession representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.

- (6) A Hospital representative who shall reside in the City of Fayetteville to be chosen by the County appointee; the Fayetteville appointees, and the small city appointee.
- (7) A representative of the financial community residing in the service area to be chosen by the County appointee, the Fayetteville appointees and the small city appointee.

ARTICLE 2. PURPOSES, POWERS, RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CREATED ENTITY.

- (a) All parties acknowledge that the need to create an entity to own, operate and manage an ambulance service is necessary and appropriate.
 - (b) The Authority created herein shall have the following powers:
 - (1) To provide advanced life support emergency ambulance service in the designated area;
 - (2) To provide emergency medical dispatch including pre-arrival instructions in accordance with approved dispatch protocols;
 - (3) To set ambulance user fees;
 - (4) To own system revenues;
 - (5) To provide exclusive emergency and non-emergency (within the cities only) ambulance service;
 - (6) To enter into mutual aid and automatic aid Agreements with neighboring ambulance services for emergency services;
 - (7) Comprehensive regulatory powers over the ambulance system performance;
 - (8) Ownership of or access to key components of the system infrastructure;
 - (9) Centralize medical direction and clinical oversight of the ambulance system to the extent deemed necessary;
 - (10) To promulgate rules and regulations to further effectuate the purposes of this Agreement;
 - (11) To own and dispose of real and personal property;

- (12) To adopt and oversee comprehensive system performance on an annual basis to include periodic revisions to comply with emerging technologies and changes in clinical and operational standards.
- (c) Washington County Regional Ambulance Authority's Specific Duties.

The Authority created herein shall have the following specific duties and responsibilities **in addition to** the statutory and administrative requirements of §14-266-109, the Arkansas Medical Practices Act, and any other government or professional standards.

- (1) Response time metrics shall be analyzed no less than monthly to determine the need for additional ambulances and staff to maintain agreed upon service levels.
- (2) Reporting Requirements.
 - (A) <u>Fayetteville</u>. On the third Tuesday of July each year, the Washington County Regional Ambulance Authority by the two Fayetteville representatives on the Executive Committee shall appear before the Fayetteville City Council to present:
 - (i) The written annual, audited report of the previous year's financial and response data reports;
 - (ii) A written report of the financial and response data for the first half of the current year;
 - (iii) Plans and projections to replace or enlarge capital property and equipment within the next 18 months;
 - (iv) Plans and justifications for any personnel increases within the next 18 months; and
 - (v) Revenue/expense projections for the next 18 months.
 - (B) Any Other Member of This Authority. Upon written request by any other member of this authority, the Board Member representing that entity shall provide the full written and oral report referred to in (A) to that City or to the County during its regular July or August meeting.

ARTICLE 3. FINANCING; TRAINING; COMPLIANCE WITH A.C.A. §20-13-301 ET. SEQ.

(a) All parties acknowledge that the need for a guaranteed revenue source independent of and in addition to fees for service is necessary in order to ensure the continued viability of said service.

- (b) The annual regional ambulance service-funding source for all parties of this Agreement shall be based upon the most recent Federal Census including any special Census.
 - (1) All Cities shall pay \$6.06 per capita based on the 2010 Federal Census.
 - (2) Washington County shall pay \$17.56 per capita for the unincorporated population of Washington County based on the 2010 Federal Census. Additionally, Washington County shall pay the amount of \$223,000, previously paid to Springdale Fire Department for ambulance coverage, to the Authority for a period of five years starting in January 2016 and ending in December 31, 2020.

	2010 Census	2016 payment		
Farmington	5,974	\$36,202		
Prairie Grove	4,380	\$26,543		
Elkins	2,648	\$16,047		
Elm Springs	1,535	\$9,302		
Johnson	3,354	\$20,325		
Goshen	1,071	\$6,490		
Greenland	1,259	\$7,630		
Lincoln	2,249	\$13,629		
Winslow	391	\$2,369		
Tontitown	2,460	\$14,908		
West Fork	2,317	\$14,041		
Fayetteville	73,580	\$445,895		
County-Rural	38,142	\$669,774		
County SFD		\$223,000		
	139,360	\$1,506,155		

- (c) The Authority shall continue to seek a sustainable funding source with the goal of reducing subsidies proportionately across the board.
- (d) Except as stated above, no party to this Agreement may be financially obligated without the approval of its governing body.
 - (e) All governing bodies who are parties to this Agreement must approve any increases in subsidy.
 - (f) A percentage of these funds shall be set aside for replacement of capital items.
 - (g) The ambulance service owned or under contract with the Authority shall be required to provide, at no additional charge, the Arkansas Department of Health 24 hour basic refresher course to all EMT certified firefighters that act as first responders with said ambulance service.

- (h) The financing provided by the parties hereto shall be from general revenues; furthermore, the financing and this Agreement are contingent upon compliance with A.C.A. §20-13-301 et. seq. by the County and all the parties will cooperate to the extent necessary in complying with such.
- (i) In addition to the per capita payments, the County, Elm Springs, Johnson and Tontitown agree to pay the below agreed upon cost of financing the additional ambulance and equipment financed by the Authority to begin coverage for the area previously covered by the City of Springdale:

Ambulance and Equipment Costs

Financing the ambulance and equipment starting in 2016 over a five-year period will result in an estimated payment of \$4,500 per month.

The following table reflects each party's contribution for the ambulance and equipment financing based on per capita percent of total.

EXPANDED COVERAGE 2016
Ambulance & Equipment Purchase Agreement

	CENSUS	MTHLY	YEARLY	5 YEAR
ELM SPRINGS	1,535	\$ 562	\$ 6,748	\$ 33,742
JOHNSON	1828	\$ 670	\$ 8,036	\$ 40,182
TONTITOWN	2460	\$ 901	\$ 10,815	\$ 54,075
COUNTY	6460	\$ 2,367	\$ 28,400	\$ 142,001
	12,283	\$ 4,500	\$ 54,000	\$ 270,000

ARTICLE 4. TERM.

This initial term of this Agreement shall be from January 1, 2016 at 12:00 a.m. (midnight) through December 31, 2020 at 11:59 p.m. This Agreement shall be automatically renewed with possible changes to **Article 3 Financing** for an additional five year term unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2020. All parties agree to consider the effects of the 2020 Decennial Federal Census, as well as future censuses upon the division of the County Sales Tax between the County and the Cities and the proportional changes of the populations of the Cities and the unincorporated portions of Washington County and make any adjustment or amendments advisable and necessary to **Article 3** to ensure financial viability of the Authority and fairness for all parties. A second automatic renewal shall occur on December 31, 2025 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2025. A substantial review of the financial status of the Authority and all parties should occur in 2021 after the 2020 Federal Decennial Census and prior to further renewals of this Agreement.

Notwithstanding the above terms, all parties to this Agreement may withdraw from this Agreement upon six months' written notice to the Authority and shall only be responsible to pay its per capita fee for that pro-rata portion of the year.

ARTICLE 5. CONTINUATION OF OWNERSHIP OF EQUIPMENT BELONGING TO AND OPERATION OF WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY.

Property currently owned by WCRAA and all other property and resources of the Authority purchased during its existence or owned by it on July 2, 2011, or thereafter shall remain the Authority's exclusive property throughout the Authority's existence. It is the intent of all parties that WCRAA's current operations, administration, policies, practices and procedures as they now exist shall continue for the length of this Agreement. Furthermore, it is the intent of all parties that all legal obligations of and rights now belonging to the WCRAA shall continue to bind or inure to the benefit of, as the case may be, the WCRAA during the length of this Agreement. The WCRAA shall continue to exist as a corporate body as it has since the first Interlocal Agreement forming the WCRAA, with the sole exception that the Cities of Elm Springs and Tontitown shall become full members of the WCRAA upon execution of this Agreement and while they honor their obligations hereunder, as any other participating entity. This Agreement shall be construed to effectuate this intent.

ARTICLE 6. SEVERABILITY.

The provisions of this Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holdings shall not affect the ability or the applicability of the remainder hereof.

ARTICLE 7. EFFECTIVE DATE.

This Agreement shall not be effective until approved and signed by all parties in accordance with the law.

APPENDIX TO AGREEMENT

APPENDIX DEFINITION OF TERMS WHEN AND IF USED.

Ambulance Authority: Quasi-governmental entity created to oversee and deliver ambulance service in a specified geographical service area.

Ambulance Service: Means emergency and non-emergency transport services offered by the Authority, including management, supervision, mass gathering and community events.

Exclusivity: Sole provider emergency and non-emergency ambulance rights granted by ordinance or resolution by each party to the extent allowed by State Law.

Per Capita: Funding structure set forth by this Agreement based on population. Cities contribute at \$6.06 per capita due to the increased number of calls generated within their city limits. The County contributes at \$17.56 per capita due to the increased coverage area and decreased density of call volume in the unincorporated areas of the County. No reduction of any entity's gross subsidy shall occur during the initial term of this Agreement.

Subsidy: Government funds requested by the Authority to provide ambulance service.

User Fees: Fees charged to patients treated or transported by the ambulance service, or fees charged to an individual or an organization for ambulance standby coverage.