



WASHINGTON COUNTY, ARKANSAS
County Courthouse

July 1, 2016

MEETING OF THE
WASHINGTON COUNTY QUORUM COURT
COUNTY SERVICES COMMITTEE

Tuesday, July 5, 2016
5:30 P.M.
Washington County Quorum Court Room

Vice-Chair Daniel Balls
Sharon Lloyd
Sue Madison

Chair Eva Madison

Robert Dennis
Tom Lundstrum
Gary McHenry

A G E N D A

1. Call to Order.
2. Adoption of Agenda.
3. Bi-Monthly Report from Washington County Planning Office (3.1)
4. Quarterly Report from Washington County Animal Shelter – Angela Ledgerwood, Director. (4.1)
5. An Ordinance Amending Washington County Code Section 2.7-35. (5.1)
6. A Resolution Approving An Interlocal Agreement With The City Of Prairie Grove Regarding The Regulation Of Community Sewer Systems. (6.1, 6.2)
7. A Resolution Approving An Interlocal Agreement With The City Of Goshen Regarding The Regulation Of Community Sewer Systems. (7.1, 7.2)
8. An Ordinance Authorizing The County To Do Business With Kory Weathers And Kasey Weathers. (8.1)
9. Other Business: Any other business to be discussed by the Committee will be brought up at this time.
10. Public Comments.
11. Adjournment.

/cs

WASHINGTON COUNTY
 QUORUM COURT SERVICES COMMITTEE/PLANNING BOARD
 May 15, 2016 to June 15, 2016
 PLANNING DEPARTMENT STAFF REPORT
 Juliet Richey, Director

WASHINGTON COUNTY STAFF REVIEWED AND APPROVED THE FOLLOWING ADMINISTRATIVELY:

15 PROJECTS (INVOLVING 13 LOTS)

4 EXEMPTION SPLITS – Total New Lots Created: 9

Planning Area Splits	Lots	County Splits	Lots
Fayetteville (2)	(5)	(2)	(4)

2 FAMILY SPLITS – Total New Lots Created: 4

Planning Area Splits	Lots	County Splits	Lots
(0)		(2)	4

1 CELL TOWER ARRAY

Planning Area		County
(0)		(1)

8 LOT LINE ADJUSTMENTS

Planning Area		County
Fayetteville (1)		(7)

AT THE JUNE 02, 2016, PLANNING BOARD / ZONING BOARD OF ADJUSTMENTS MEETING WAS CANCELLED DUE TO LACK OF ITEMS ON THE AGENDA.

THE JUNE 30 2016 PLANNING BOARD / ZONING BOARD OF ADJUSTMENTS MEETING WILL CONSIST OF THE FOLLOWING:

One Conditional Use Permit Hearing:

1. **Duca Residential CUP** – Conditional Use Permit Request. Project is located within Fayetteville's planning area (1.50 acres / 2 lots). Proposed land use: Single Family Residential

Two Land Development Hearings:

1. **Replat Lot 13 Wheeler Heights Subdivision** – Preliminary and Final Minor Subdivision Replat Request. Project is located solely within the County (15.20 acres / 2 lots). Proposed land use: Single Family Residential.
2. **Replat Tract B4 Forbis Lacy Minor Subdivision & Private Road Development** – Preliminary and Final Minor Subdivision Replat Request. Project is located solely within the County (10.15 acres / 2 lots). Proposed land use: Single Family Residential.

Shelter Report 1st Qtr 2016

January Through March

	<u>Cats</u>	<u>Dogs</u>	
Animal Control	65	158	
Adoption Returns	4	10	
Foster Returns	1	1	
Return from Other	0	1	
Owner Surrender	<u>46</u>	<u>109</u>	
Public Spay/Neuter	51	54	
Total Animals In	167	333	500
Adopted	60	162	
	8	29	
Euthanized for space	0	0	
Fostered	1	1	
Reclaimed	3	35	
Transferred to rescue	2	24	
Rescue Waggin' Program	55		
TNR Program	0	2	
Died on Shelter	0	0	
Escaped			
Public Spay/Neuter	51	54	
Total Animals Out	180	307	487
Adoption/Reclaim Fees		\$ 13,426.00	
Spay/Neuter Deposits		\$ 2,530.00	
Contract Income		\$ 2,805.00	
Donations		\$ 5,695.00	
Humane Society of the Ozarks		\$ 627.24	
		\$ 25,083.24	
Total Deposited into County Treasury		\$ 25,083.24	

ORDINANCE NO. 2016-_____

**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 2.7-35.**

WHEREAS, Washington County Code § 2.7-35 provides that animals being returned to their owners must be altered or the owner must pay an increased redemption fee; and,

WHEREAS, the Animal Shelter Director and Veterinarian have indicated that spaying or neutering is not appropriate for every animal; and,

WHEREAS, said Code section should be amended to account for those animals for which alteration is not appropriate.

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

ARTICLE 1. Washington County Code § 2.7-35 is hereby amended to read as follows:

- (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 whom the dog or cat belonged 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 or cat within three (3) days shall subject the dog or cat to adoption or euthanasia.
- (c) *Dogs or cats with identifying information; return to owners; and impoundment.* Dogs or cats that have identifying information will be returned to the owner at no cost, unless said owner cannot be contacted within twenty-four (24) hours, at which time said dog or cat shall be subjected to impoundment at the owner's expense. Failure to claim said dog or cat within ten (10) days of impoundment shall subject the dog or cat to adoption or euthanasia.

- (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 or cat shall be micro-chipped at the expense of the owner. 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.
- (f) 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) Twenty dollars (\$20.00) per day to the County, beginning twenty-four (24) hours after intake, if the animal is spayed or neutered; or
 - (2) Two hundred dollars (\$200.00) to the County, if the animal is returned, at the owner's option, without being spayed or neutered unless deemed medically inappropriate by the shelter veterinarian. 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 subsection (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 EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

RESOLUTION NO. 2016-_____

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

**A RESOLUTION APPROVING AN INTERLOCAL
AGREEMENT WITH THE CITY OF PRAIRIE
GROVE REGARDING THE REGULATION OF
COMMUNITY SEWER SYSTEMS.**

WHEREAS, pursuant to A.C.A. §14-14-910 and A.C.A. § 25-20-101 et. seq., an Interlocal Agreement is needed between the County of Washington, Arkansas (County) and the City of Prairie Grove, Arkansas (City).

WHEREAS, the City desires that the County exercise jurisdiction within the corporate boundaries of the City for purposes of regulating Community Sewer Systems; and,

WHEREAS, the County has already passed ordinances concerning Community Sewer Systems and rules and regulations have been promulgated concerning such; and.

WHEREAS, County personnel have gained substantial experience and expertise in administering Community Sewer Systems, regulations and bonding requirements.

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

ARTICLE 1. That the Quorum Court of Washington County, Arkansas, approves the attached interlocal agreement with the City of Prairie Grove regarding the regulation of Community Sewer Systems.

ARTICLE 2. That the County Judge of Washington County, Arkansas, and the County Clerk of Washington County, Arkansas, are hereby authorized and directed to execute the attached Interlocal Agreement concerning Community Sewer Systems in the City of Prairie Grove. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein as if set out word for word.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

INTERLOCAL AGREEMENT

THIS AGREEMENT, is made pursuant to A.C.A. §14-14-910 and A.C.A. § 25-20-101 et. seq., by and between the County of Washington, Arkansas (County) and the City of Prairie Grove, Arkansas (City).

WITNESSETH:

(1) **WHEREAS**, the City desires that the County exercise jurisdiction within the corporate boundaries of the City for purposes of regulating Community Sewer Systems; and

(2) **WHEREAS**, the County has already passed ordinances concerning Community Sewer Systems and rules and regulations have been promulgated concerning such; and

(3) **WHEREAS**, County personnel have gained substantial experience and expertise in administering Community Sewer Systems, regulations and bonding requirements.

NOW THEREFORE, BE IT KNOWN BY ALL PERSONS BY THESE PRESENTS, that for and in consideration of the above and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

(A) It is the intent of the parties to create a long-term relationship with regard to the matter discussed herein. Either party may, by majority vote of its respective governing body, elect to modify, or terminate this Agreement. In order for this Agreement to be modified, the governing bodies of both the City and the County must so indicate by a majority vote of their respective governing bodies. If the parties shall desire to terminate this Agreement, the party or parties so desiring to withdraw shall give the other parties six (6) months written notification for its intent to withdraw, which notice shall be mailed to the Chief Executive official of each party.

(B) In the event of the termination of this Agreement, the parties shall each receive their separate property (if any), whether leased, rented, purchased, or borrowed.

(C) The County shall be entitled to a \$2.00 monthly fee per customer of a Community Sewer System for its proportional administrative costs (as described below) including, but not limited to salaries and fringe benefits for any staff retained to assist in administering the county ordinances and regulations.

(D) Any reimbursement beyond the \$2.00 monthly fee per customer shall be calculated on a pro-rata basis to be determined by the number of households being served by a Community Sewer System in the City versus the number of households being so served outside the city limits of Prairie Grove. The City may pass this cost along to customers served by a Community Sewer System. It is the intention of the parties that the \$2 per customer per month to be levied by the County and collected from the Responsible Managing Entity (RME) of the Community Sewer System will cover any administrative costs herein. In the event that such is not the case, the City cannot be further financially obligated without the consent of its governing body.

(E) The County will provide regulatory services to the City for any Community Sewer Systems within the incorporated City limits per the County ordinances and rules and regulations promulgated thereto.

(F) A Board is being created to oversee this joint co-operative effort and shall consist of the County Judge, the Mayor of Prairie Grove and a third person mutually agreed upon. The Interlocal Board shall meet as needed. Meetings may be called as the need arises by any Board member.

(G) This Agreement may be amended from time to time by the governing bodies of the parties. The party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other parties, whereupon said parties governing body shall vote upon said proposed amendment. Should the amendment be accepted by all parties, it will thereafter become a part and parcel of this Agreement. Should any party fail to approve a proposed amendment, it will have no force or effect.

(H) The various provisions and parts of this Agreement are hereby declared to be severable and if any section or part of a section, provision or part of a provision herein, is held to be invalid such holding shall not invalidate or effect the remainder of this Agreement.

(I) In accordance with A.C.A. § 25-20-101 et. seq. this Agreement shall be submitted to the Attorney General.

IN WITNESS HERETO, Washington County, Arkansas and the City of Prairie Grove, Arkansas, have executed this document by their duly elected officers who are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this ____ day of _____, 2016.

**WASHINGTON COUNTY,
ARKANSAS**

**CITY OF PRAIRIE GROVE,
ARKANSAS**

MARILYN EDWARDS, County Judge

SONNY HUDSON, Mayor

ATTEST:

Pat Morelock, City Clerk

RESOLUTION NO. 2016-_____

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

**A RESOLUTION APPROVING AN
INTERLOCAL AGREEMENT WITH THE CITY
OF GOSHEN REGARDING THE REGULATION
OF COMMUNITY SEWER SYSTEMS.**

WHEREAS, pursuant to A.C.A. §14-14-910 and A.C.A. § 25-20-101 et. seq., an Interlocal Agreement in needed between the County of Washington, Arkansas (County) and the City of Goshen, Arkansas (City).

WHEREAS, the City desires that the County exercise jurisdiction within the corporate boundaries of the City for purposes of regulating Community Sewer Systems; and,

WHEREAS, the County has already passed ordinances concerning Community Sewer Systems and rules and regulations have been promulgated concerning such; and.

WHEREAS, County personnel have gained substantial experience and expertise in administering Community Sewer Systems, regulations and bonding requirements.

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

ARTICLE 1. That the Quorum Court of Washington County, Arkansas, approves the attached interlocal agreement with the City of Goshen regarding the regulation of Community Sewer Systems.

ARTICLE 2. That the County Judge of Washington County, Arkansas, and the County Clerk of Washington County, Arkansas, are hereby authorized and directed to execute the attached Interlocal Agreement concerning Community Sewer Systems in the City of Goshen. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein as if set out word for word.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor:_____

Date of Passage:_____

Votes For:_____ Votes Against:_____

Abstention:_____ Absent:_____

INTERLOCAL AGREEMENT

THIS AGREEMENT, is made pursuant to A.C.A. §14-14-910 and A.C.A. § 25-20-101 et. seq., by and between the County of Washington, Arkansas (County) and the City of Goshen, Arkansas (City).

WITNESSETH:

(1) **WHEREAS**, the City desires that the County exercise jurisdiction within the corporate boundaries of the City for purposes of regulating Community Sewer Systems; and

(2) **WHEREAS**, the County has already passed ordinances concerning Community Sewer Systems and rules and regulations have been promulgated concerning such; and

(3) **WHEREAS**, County personnel have gained substantial experience and expertise in administering Community Sewer Systems, regulations and bonding requirements.

NOW THEREFORE, BE IT KNOWN BY ALL PERSONS BY THESE PRESENTS, that for and in consideration of the above and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

(A) It is the intent of the parties to create a long-term relationship with regard to the matter discussed herein. Either party may, by majority vote of its respective governing body, elect to modify, or terminate this Agreement. In order for this Agreement to be modified, the governing bodies of both the City and the County must so indicate by a majority vote of their respective governing bodies. If the parties shall desire to terminate this Agreement, the party or parties so desiring to withdraw shall give the other parties six (6) months written notification for its intent to withdraw, which notice shall be mailed to the Chief Executive official of each party.

(B) In the event of the termination of this Agreement, the parties shall each receive their separate property (if any), whether leased, rented, purchased, or borrowed.

(C) The County shall be entitled to a \$2.00 monthly fee per customer of a Community Sewer System for its proportional administrative costs (as described below) including, but not limited to salaries and fringe benefits for any staff retained to assist in administering the county ordinances and regulations.

(D) Any reimbursement beyond the \$2.00 monthly fee per customer shall be calculated on a pro-rata basis to be determined by the number of households being served by a Community Sewer System in the City versus the number of households being so served outside the city limits of Goshen. The City may pass this cost along to customers served by a Community Sewer System. It is the intention of the parties that the \$2 per customer per month to be levied by the County and collected from the Responsible Managing Entity (RME) of the Community Sewer System will cover any administrative costs herein. In the event that such is not the case, the City cannot be further financially obligated without the consent of its governing body.

(E) The County will provide regulatory services to the City for any Community Sewer Systems within the incorporated City limits per the County ordinances and rules and regulations promulgated thereto.

(F) A Board is being created to oversee this joint co-operative effort and shall consist of the County Judge, the Mayor of Goshen and a third person mutually agreed upon. The Interlocal Board shall meet as needed. Meetings may be called as the need arises by any Board member.

(G) This Agreement may be amended from time to time by the governing bodies of the parties. The party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other parties, whereupon said parties governing body shall vote upon said proposed amendment. Should the amendment be accepted by all parties, it will thereafter become a part and parcel of this Agreement. Should any party fail to approve a proposed amendment, it will have no force or effect.

(H) The various provisions and parts of this Agreement are hereby declared to be severable and if any section or part of a section, provision or part of a provision herein, is held to be invalid such holding shall not invalidate or effect the remainder of this Agreement.

(I) In accordance with A.C.A. § 25-20-101 et. seq. this Agreement shall be submitted to the Attorney General.

IN WITNESS HERETO, Washington County, Arkansas and the City of Goshen, Arkansas, have executed this document by their duly elected officers who are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this ____ day of _____, 2016.

**WASHINGTON COUNTY,
ARKANSAS**

**CITY OF GOSHEN,
ARKANSAS**

MARILYN EDWARDS, County Judge

JOE BENSON, Mayor

ATTEST:

Sharon Baggett, City
Recorder/Treasurer

ORDINANCE NO. 2016-_____

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

AN ORDINANCE AUTHORIZING THE COUNTY TO DO BUSINESS WITH KORY WEATHERS AND KASEY WEATHERS.

WHEREAS, A.C.A. §14-14-1202 requires that the Quorum Court find that it is in the best interest of the County and that unusual circumstances exist before a County employee or a family member of a County employee can do business with the County; and,

WHEREAS, Kory Weathers is a full-time employee of the County's Buildings and Grounds Department and Kasey Weathers is his brother; and,

WHEREAS, Kory and Kasey Weathers are the owners of Hose Monkey Firefighter Services, LLC., a company selling specialized lighting equipment for law enforcement, fire and rescue organizations, and the training and service of said equipment; and,

WHEREAS, unusual circumstances exist in that Hose Monkey Firefighter Services LLC., is the only distributor of this type of equipment in and within 90 miles of Washington County; and,

WHEREAS, allowing Hose Monkey Firefighter Services to do business with the County will also keep tax revenue in Washington County.

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

ARTICLE 1. The Quorum Court hereby finds that it is in the best interest of the County and that unusual circumstances exist, such that the County is authorized to do business with Hose Monkey Firefighter Services LLC., owned by Kory Weathers and Kasey Weathers.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____
Date of Passage: _____
Votes For: _____ Votes Against: _____
Abstention: _____ Absent: _____