

MARILYN EDWARDS
County Judge



280 North College, Suite 500
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

November 10, 2016

REGULAR MEETING OF THE
WASHINGTON COUNTY QUORUM COURT

Thursday, November 17, 2016
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. **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 September 15 as well as meetings in October.
7. **TREASURER'S REPORT. (7.1-7.5)** **BOBBY HILL**
8. **COMPTROLLER'S REPORT. (8.1-8.3)** **ASHLEY FARBER**
9. **A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO APPLY FOR A DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION GRANT ON BEHALF OF THE WASHINGTON COUNTY DRUG COURT. (9.1)** **RICK COCHRAN**

**AGENDA
NOVEMBER 17, 2016
PAGE 2**

10. **APPROPRIATION ORDINANCE: AN ORDINANCE TRANSFERRING MONIES OF \$5,400 WITHIN THE COLLECTOR'S BUDGET FOR 2016. (10.1, 10.2)** RICK COCHRAN
11. **APPROPRIATION ORDINANCE: AN ORDINANCE APPROPRIATING THE AMOUNT OF \$14,659 FROM THE GENERAL FUND TO THE CORONER'S BUDGET FOR 2016. (11.1)** RICK COCHRAN
12. **APPROPRIATION ORDINANCE: AN ORDINANCE APPROPRIATING THE AMOUNT OF \$38,035 FROM THE CIRCUIT COURT AUTOMATION FUND TO THE COURT AUTOMATION BUDGET FOR 2016. (12.1-12.4)** RICK COCHRAN
13. **AN EMERGENCY ORDINANCE GRANTING APPROVAL OF LONG TERM FINANCING WITH AT&T CAPITAL SERVICES, INC., FOR EMERGENCY 911 EQUIPMENT FOR 60 MONTHS. (13.1, 13.2)** RICK COCHRAN
14. **COUNTY JUDGE'S REPORT.** JUDGE EDWARDS
15. **COMMITTEE REPORTS.**
16. **AN ORDINANCE AMENDING WASHINGTON COUNTY CODE SECTION 2-47 TO INCLUDE A PARENTAL LEAVE POLICY IN THE EMPLOYEES HANDBOOK.** This ordinance is on third and final reading. **(16.1)** DANIEL BALLS
17. **APPROPRIATION ORDINANCE: AN ORDINANCE LEVYING THE COUNTY, MUNICIPAL AND SCHOOL DISTRICT TAXES FOR THE YEAR 2016.** 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. **(17.1, 17.2)** RICK COCHRAN
18. **APPROPRIATION ORDINANCE: AN ORDINANCE RECOGNIZING REVENUES AND APPROPRIATING MONIES FOR THE EXPENDITURES IN EACH FUND FOR WASHINGTON COUNTY, ARKANSAS, FOR THE YEAR 2017, AND ADOPTING A BUDGET FOR THE VARIOUS DEPARTMENTS REFLECTING THE LINE ITEM EXPENDITURES THEREOF.** The Quorum Court will be discussing the finalization of the 2017 Budget at a special meeting on November 14. **(18.1)** RICK COCHRAN

- 19. AN EMERGENCY ORDINANCE RATIFYING A CONDITIONAL USE PERMIT GRANTED BY THE PLANNING AND ZONING BOARD.** The Planning Board granted a Conditional Use Permit on September 8, 2016 for Huntsville Road Storage. This ordinance contains an emergency clause making it effective immediately upon passage. **(19.1, 19.2)**

BUTCH POND

20. OTHER BUSINESS.

21. ADJOURNMENT.

/cs

TREASURER'S FINANCIAL SUMMARY

7.1

10/1/2016 TO 10/31/2016

ACCOUNT	BEGIN BALANCE	REVENUES	EXPENDITURES	END BALANCE
1000 GENERAL	\$9,749,643.63	\$2,138,087.48	\$2,299,429.01	\$9,588,302.10
1002 EMPLOYEE INSURANCE	\$2,214,285.58	\$364,791.63	\$474,668.46	\$2,104,408.75
1800 FLEX SPENDING	\$26,048.62	\$17,864.79	\$8,871.90	\$35,041.51
2000 ROAD	\$2,300,272.17	\$711,674.67	\$988,021.20	\$2,023,925.64
3000 TREASURER'S AUTOMATION	\$31,667.77	\$11.08	\$1,901.94	\$29,776.91
3001 COLLECTOR'S AUTOMATION	\$132,586.15	\$212,178.34	\$846.26	\$343,918.23
3002 CIRCUIT COURT AUTOMATION	\$161,705.66	\$2,124.34	\$1,718.54	\$162,111.46
3004 ASSESSOR'S AMENDMENT 79 FUN	\$61,848.99	\$21.24	\$0.00	\$61,870.23
3005 COUNTY CLERK'S COST	\$377,026.63	\$12,788.38	\$691.49	\$389,123.52
3006 RECORDER'S COST	\$1,100,166.52	\$135,537.89	\$235,704.41	\$1,000,000.00
3008 COUNTY LIBRARY	\$788,737.44	\$164,020.56	\$176,167.67	\$776,590.33
3010 COUNTY CLERK OPERATING	\$34,466.85	\$503.91	\$1,340.26	\$33,630.50
3012 CHILD SUPPORT COST	\$11,831.40	\$28.04	\$0.56	\$11,858.88
3014 COMMUNICATION FACILITY/EQUIP	\$225,298.78	\$23,020.12	\$12,502.70	\$235,816.20
3017 JAIL OPERATION & MAINTENANCE	\$1,022,852.84	\$1,079,769.92	\$1,033,544.15	\$1,069,078.61
3019 BOATING SAFETY	\$11,395.37	\$2,725.44	\$54.51	\$14,066.30
3020 EMERGENCY 9-1-1	\$1,209,290.23	\$35,468.95	\$13,132.27	\$1,231,626.91
3028 ADULT DRUG COURT	\$19,269.49	\$3,504.10	\$70.08	\$22,703.51
3031 CIRCUIT COURT JUVENILE DIVISIO	\$46,955.61	\$36.11	\$0.72	\$46,991.00
3032 JUVENILE COURT REPRESENTATI	\$1,113.31	\$0.38	\$0.01	\$1,113.68
3039 CIRCUIT CLERK COMMISSIONER F	\$35,035.58	\$233.14	\$4.66	\$35,264.06
3400 FEMA	\$278,051.89	\$126,786.61	\$9,850.75	\$394,987.75
3401 HIV CLINIC	\$155,303.45	\$2,153.10	\$8,457.68	\$148,998.87
3402 LAW LIBRARY	\$262,577.58	\$10,448.02	\$7,201.59	\$265,824.01
3404 DRUG ENFORCEMENT - STATE	\$31,243.23	\$260.24	\$5.20	\$31,498.27
3405 DRUG ENFORCEMENT - FEDERAL	\$47,947.42	\$1,058.14	\$1,139.21	\$47,866.35
3406 DRUG COURT PROGRAM FUND	\$109,101.84	\$2,668.25	\$53.37	\$111,716.72
3501 HIDTA	\$0.00	\$74,359.75	\$74,359.75	\$0.00
3503 RURAL COMMUNITY GRANT	\$10,907.07	\$0.00	\$119.30	\$10,787.77
3510 JDC GRANT FUND	\$36,442.08	\$0.00	\$1,101.02	\$35,341.06
3511 DEM GRANT FUND	\$68,579.97	\$56,076.01	\$12,750.00	\$111,905.98
3512 ENVIRONMENTAL AFFAIRS GRAN	\$60.10	\$536.11	\$780.59	(\$184.38)
3513 DRUG COURT GRANT FUND	(\$14,594.07)	\$68,082.00	\$16,941.80	\$36,546.13
3514 LAW ENFORCEMENT GRANT FUN	\$27,137.98	\$0.00	\$3,669.00	\$23,468.98
3515 ANIMAL SHELTER GRANT FUND	\$58,834.21	\$7,500.00	\$0.00	\$66,334.21
5800 COURT COSTS AND FINES	\$748,713.37	\$29,740.62	\$30,656.17	\$747,797.82
Sub-Total	\$21,381,804.74	\$5,284,059.36	\$5,415,756.23	\$21,250,107.87
6000 TREASURER'S COMMISSION	\$951,570.15	\$134,966.98	\$0.00	\$1,086,537.13
6002 COLLECTOR'S UNAPPORTIONED	\$8,008,158.98	\$14,995,067.11	\$13,494,916.96	\$9,508,309.13
6003 PROPERTY TAX RELIEF	\$502,117.78	\$1,276,599.14	\$1,225,374.20	\$553,342.72
6004 DELINQUENT PERSONAL TAX	\$3,590.00	\$119,718.15	\$119,440.15	\$3,868.00
6005 DELINQUENT REAL TAXES	\$1,749.95	\$119,284.63	\$119,284.63	\$1,749.95
6006 TIMBER TAX	\$0.00	\$6,648.76	\$6,648.76	\$0.00
6010 ADMIN JUSTICE	\$0.00	\$71,523.72	\$71,523.72	\$0.00
6011 INTEREST	\$0.00	\$10,640.81	\$10,640.81	\$0.00
6013 COMMON SCHOOL	\$3,785.80	\$2,978.12	\$0.00	\$6,763.92
6016 COUNTY FIRE PROTECTION PREM	\$0.00	\$12,323.00	\$12,323.00	\$0.00
6406 BOSTON MOUNTAIN SOLID WAST	\$728.16	\$497.20	\$686.94	\$538.42
6425 HAZMAT	\$0.00	\$0.00	\$0.00	\$0.00
6475 ESCHEATED ESTATES	\$847,727.02	\$0.00	\$0.00	\$847,727.02
6498 PAYROLL	\$0.00	\$1,270,759.78	\$1,270,759.78	\$0.00
6499 PAYROLL CLEARING	\$0.00	\$873,706.73	\$873,706.73	\$0.00

ACCOUNT	BEGIN BALANCE	REVENUES	EXPENDITURES	END BALANCE
6550 MORROW FIRE DUES	\$0.00	\$1,500.33	\$1,500.33	\$0.00
6551 WHEELER FIRE DUES	\$0.00	\$2,736.06	\$2,736.06	\$0.00
6552 ROUND MOUNTAIN FIRE DUES	\$0.00	\$5,122.44	\$5,122.44	\$0.00
6553 NOB HILL FIRE DUES	\$0.00	\$8,844.32	\$8,844.32	\$0.00
6554 GOSHEN FIRE DUES	\$0.00	\$13,683.35	\$13,683.35	\$0.00
6555 PGROVE/FARM FIRE DUES	\$0.00	\$10,533.26	\$10,533.26	\$0.00
6556 LINCOLN FIRE DUES	\$0.00	\$8,192.54	\$8,192.54	\$0.00
6557 WEDINGTON FIRE DUES	\$0.00	\$4,329.12	\$4,329.12	\$0.00
6558 STRICKLER FIRE DUES	\$0.00	\$1,659.58	\$1,659.58	\$0.00
6559 WHITEHOUSE FIRE DUES	\$0.00	\$1,336.53	\$1,336.53	\$0.00
6560 WEST FORK FIRE DUES	\$0.00	\$6,790.77	\$6,790.77	\$0.00
6601 CITY OF FAYETTEVILLE	\$0.00	\$463,158.62	\$463,158.62	\$0.00
6602 CITY OF SPRINGDALE	\$0.00	\$480,476.70	\$480,476.70	\$0.00
6603 CITY OF PRAIRIE GROVE	\$0.00	\$33,768.68	\$33,768.68	\$0.00
6604 CITY OF WEST FORK	\$0.00	\$9,806.30	\$9,806.30	\$0.00
6605 CITY OF LINCOLN	\$0.00	\$10,093.99	\$10,093.99	\$0.00
6606 CITY OF WINSLOW	\$0.00	\$613.78	\$613.78	\$0.00
6607 CITY OF TONTITOWN	\$0.00	\$40,314.42	\$40,314.42	\$0.00
6608 CITY OF FARMINGTON	\$0.00	\$34,632.52	\$34,632.52	\$0.00
6609 CITY OF GREENLAND	\$0.00	\$3,669.22	\$3,669.22	\$0.00
6610 CITY OF ELKINS	\$0.00	\$15,176.12	\$15,176.12	\$0.00
6611 CITY OF ELM SPRINGS	\$0.00	\$14,175.67	\$14,175.67	\$0.00
6612 CITY OF JOHNSON	\$0.00	\$34,016.31	\$34,016.31	\$0.00
6613 CITY OF GOSHEN	\$0.00	\$1,409.46	\$1,409.46	\$0.00
6614 FAYETTEVILLE LIBRARY	\$0.00	\$119,512.60	\$119,512.60	\$0.00
6701 FAYETTEVILLE SCHOOL DISTRICT	\$0.00	\$5,800,966.74	\$5,800,966.74	\$0.00
6706 FARMINGTON SCHOOL DISTRICT	\$0.00	\$478,419.49	\$478,419.49	\$0.00
6710 ELKINS SCHOOL DISTRICT	\$0.00	\$245,408.01	\$245,408.01	\$0.00
6714 WEST FORK SCHOOL DISTRICT	\$0.00	\$207,343.87	\$207,343.87	\$0.00
6721 SILOAM SPRINGS SCHOOL DISTRICT	\$0.00	\$62,960.82	\$62,960.82	\$0.00
6723 PRAIRIE GROVE SCHOOL DISTRICT	\$0.00	\$494,293.81	\$494,293.81	\$0.00
6748 LINCOLN SCHOOL DISTRICT	\$0.00	\$316,178.19	\$316,178.19	\$0.00
6750 SPRINGDALE SCHOOL DISTRICT	\$0.00	\$4,331,382.65	\$4,331,382.65	\$0.00
6795 GREENLAND SCHOOL DISTRICT	\$0.00	\$246,413.80	\$246,413.80	\$0.00
6801 RUPPLE IMPROVEMENT DISTRICT	\$0.00	\$2,653.30	\$2,653.30	\$0.00
6803 HOMESTEAD IMP DISTRICT	\$0.02	\$5,562.97	\$5,562.99	\$0.00
6805 BEL CLAIRE IMP DISTRICT	\$0.00	\$913.41	\$913.41	\$0.00
6840 FAYETTEVILLE TIF DISTRICT	\$0.00	\$20,706.47	\$20,706.47	\$0.00
Sub-Total	\$10,319,427.86	\$32,433,470.35	\$30,744,061.92	\$12,008,836.29
Grand Total	\$31,701,232.60	\$37,717,529.71	\$36,159,818.15	\$33,258,944.16

**Washington County
Share
1% Sales Tax**

MONTH	2010	2011	2012	2013	2014	2015	2016	Current Month Over/Under Last Year	Current Month % Over/Under Last Year
JANUARY	\$ 543,184.80	\$ 528,839.39	\$ 456,079.11	\$ 482,108.05	\$ 483,415.03	\$ 522,990.02	\$ 550,868.35	\$ 27,878.33	5.06%
FEBRUARY	\$ 612,240.85	\$ 522,004.94	\$ 534,964.73	\$ 560,453.64	\$ 546,070.35	\$ 590,906.69	\$ 634,522.78	\$ 43,616.09	6.87%
MARCH	\$ 520,873.53	\$ 413,051.03	\$ 450,409.10	\$ 477,879.03	\$ 448,997.27	\$ 507,524.87	\$ 497,355.57	\$ (10,169.30)	-2.04%
APRIL	\$ 525,112.24	\$ 403,112.47	\$ 461,104.84	\$ 471,218.29	\$ 506,372.56	\$ 488,570.54	\$ 575,480.83	\$ 86,910.29	15.10%
MAY	\$ 577,186.41	\$ 472,712.52	\$ 478,896.50	\$ 501,897.60	\$ 523,935.85	\$ 553,523.85	\$ 560,163.04	\$ 6,639.19	1.19%
JUNE	\$ 543,784.89	\$ 449,747.58	\$ 478,492.97	\$ 491,445.68	\$ 497,417.41	\$ 538,818.16	\$ 542,093.69	\$ 3,275.53	0.60%
JULY	\$ 560,506.70	\$ 464,891.14	\$ 488,484.29	\$ 512,705.28	\$ 543,193.15	\$ 562,205.97	\$ 594,061.54	\$ 31,855.57	5.36%
AUGUST	\$ 575,155.41	\$ 506,632.17	\$ 492,098.53	\$ 517,562.90	\$ 541,398.70	\$ 561,562.16	\$ 573,182.38	\$ 11,620.22	2.03%
SEPTEMBER	\$ 535,094.51	\$ 486,489.12	\$ 485,875.50	\$ 506,203.71	\$ 522,577.89	\$ 559,846.18	\$ 610,951.54	\$ 51,105.36	8.36%
OCTOBER	\$ 625,387.79	\$ 493,865.95	\$ 524,225.53	\$ 529,648.78	\$ 556,523.36	\$ 564,542.83	\$ 600,200.52	\$ 35,657.69	5.94%
NOVEMBER	\$ 573,935.54	\$ 464,872.55	\$ 513,145.28	\$ 524,003.34	\$ 528,601.71	\$ 555,283.17			
DECEMBER	\$ 562,979.33	\$ 475,316.94	\$ 475,061.83	\$ 496,158.50	\$ 530,080.45	\$ 589,880.03			
TOTAL	\$ 6,755,442.00	\$ 5,681,535.80	\$ 5,838,838.21	\$ 6,071,284.80	\$ 6,228,583.93	\$ 6,595,654.47	\$ 5,738,880.24	\$ 288,388.97	5.03%
Projection					\$ 6,182,573.00	\$ 6,306,000.00	\$ 6,607,000.00		4.60%
% Increase (Decrease) Over Prior Year	-0.27%	-18.90%	2.69%	3.83%	2.53%	5.57%			

**Washington County
1/4 Cent Sales Tax
Jail**

MONTH	2010	2011	2012	2013	2014	2015	2016	Current Month Over/Under Last Year	Current Month % Over/Under Last Year
JANUARY	\$ 575,907.64	\$ 560,927.46	\$ 607,562.74	\$ 641,929.09	\$ 643,839.31	\$ 706,319.00	\$ 748,742.18	\$ 42,423.18	5.67%
FEBRUARY	\$ 649,220.74	\$ 695,138.32	\$ 712,316.34	\$ 746,149.81	\$ 727,140.60	\$ 803,498.30	\$ 862,445.56	\$ 58,947.26	6.83%
MARCH	\$ 552,422.59	\$ 550,192.62	\$ 599,710.91	\$ 636,266.42	\$ 597,968.39	\$ 690,190.91	\$ 676,007.43	\$ (14,183.48)	-2.10%
APRIL	\$ 556,882.14	\$ 536,836.47	\$ 614,155.67	\$ 627,782.50	\$ 674,308.75	\$ 664,344.88	\$ 782,195.55	\$ 117,850.67	15.07%
MAY	\$ 612,146.21	\$ 629,738.86	\$ 637,876.96	\$ 668,535.86	\$ 697,725.30	\$ 752,661.75	\$ 761,375.56	\$ 8,713.81	1.14%
JUNE	\$ 576,698.30	\$ 599,080.09	\$ 637,073.28	\$ 654,698.79	\$ 671,019.05	\$ 732,645.30	\$ 736,815.63	\$ 4,170.33	0.57%
JULY	\$ 594,440.07	\$ 619,269.37	\$ 650,315.43	\$ 682,767.47	\$ 732,745.73	\$ 764,623.29	\$ 807,450.51	\$ 42,827.22	5.30%
AUGUST	\$ 609,982.28	\$ 674,790.85	\$ 655,952.07	\$ 689,323.14	\$ 730,416.24	\$ 763,552.30	\$ 779,071.48	\$ 15,519.18	1.99%
SEPTEMBER	\$ 567,497.84	\$ 647,947.96	\$ 647,051.84	\$ 674,155.78	\$ 705,020.78	\$ 760,783.96	\$ 830,407.46	\$ 69,623.50	8.38%
OCTOBER	\$ 663,173.89	\$ 657,739.09	\$ 698,092.01	\$ 705,337.92	\$ 750,739.83	\$ 767,328.58	\$ 815,794.64	\$ 48,466.06	5.94%
NOVEMBER	\$ 608,792.08	\$ 619,279.85	\$ 683,671.11	\$ 697,965.01	\$ 714,016.92	\$ 754,742.82			
DECEMBER	\$ 597,188.84	\$ 633,224.20	\$ 633,026.02	\$ 660,817.18	\$ 716,050.35	\$ 801,766.99			
TOTAL	\$ 7,164,352.62	\$ 7,424,165.14	\$ 7,776,804.38	\$ 8,085,728.97	\$ 8,360,991.25	\$ 8,962,458.08	\$ 7,800,306.00	\$ 394,357.73	5.06%
Projection					\$ 8,233,781.00	\$ 8,480,800.00	\$ 8,870,000.00		4.40%
% Increase (Decrease) Over Prior Year	-0.21%	3.49%	4.53%	3.82%	3.29%	6.71%			

Road 1/2 cent Sales Tax

MONTH	2013	2014	2015	2016	Current Month Over/Under Last Year	Current Month % Over/Under Last Year
JANUARY	\$ -	\$ 109,951.41	\$ 111,135.47	\$ 112,485.66	\$ 1,350.19	1.20%
FEBRUARY	\$ -	\$ 106,116.96	\$ 117,456.45	\$ 120,265.33	\$ 2,808.88	2.34%
MARCH	\$ -	\$ 97,698.38	\$ 103,813.19	\$ 109,104.83	\$ 5,291.64	4.85%
APRIL	\$ -	\$ 108,965.54	\$ 110,775.02	\$ 119,761.46	\$ 8,986.44	7.50%
MAY	\$ -	\$ 106,526.95	\$ 113,383.64	\$ 115,795.59	\$ 2,411.95	2.08%
JUNE	\$ -	\$ 106,480.61	\$ 112,322.69	\$ 112,127.03	\$ (195.66)	-0.17%
JULY	\$ -	\$ 109,633.84	\$ 109,939.12	\$ 119,908.88	\$ 9,969.76	8.31%
AUGUST	\$ 49,211.09	\$ 108,742.49	\$ 116,652.45	\$ 122,694.55	\$ 6,042.10	4.92%
SEPTEMBER	\$ 102,519.63	\$ 111,407.85	\$ 119,891.88	\$ 126,633.11	\$ 6,741.23	5.32%
OCTOBER	\$ 106,851.61	\$ 110,226.93	\$ 121,372.23	\$ 124,904.14	\$ 3,531.91	2.83%
NOVEMBER	\$ 99,982.80	\$ 110,422.35	\$ 116,521.71			
DECEMBER	\$ 101,745.30	\$ 107,082.96	\$ 112,832.67			
TOTAL	\$ 460,310.43	\$ 1,293,256.27	\$ 1,366,096.52	\$ 1,183,680.58	\$ 46,938.44	3.97%
Projection		\$ 1,192,800.00	\$ 1,294,000.00	\$ 1,300,000.00		<1%

1002 Employee Insurance
October-16

Beginning Balance: \$2,214,285.58		
	Income	Expense
AR Blue Cross	\$ -	\$ -
Employee Reimbursement	\$ 137.64	\$ -
Excess Commission Distribution - Treasurer	\$ -	\$ -
Insurance - Retiree Payments	\$ 14,815.04	\$ -
Insurance Premiums from Employees	\$ 90,069.18	\$ -
Insurance Contribution from County	\$ 252,354.00	\$ -
Life Insurance Premiums from Employees*	\$ 17,837.96	\$ 17,837.96
Life Insurance Contribution from County	\$ 6,721.00	\$ -
Interest	\$ 694.77	\$ -
Benefitfocus	\$ -	\$ -
ACA-Centers for Medicare/Medicaid	\$ -	\$ -
Blue Adminstrative Expenses	\$ -	\$ 17,549.41
Conexis	\$ -	\$ -
First Care North Mana Clinic	\$ -	\$ -
Group Service Underwriters	\$ -	\$ -
IMWELL Health	\$ -	\$ 29,692.36
Mid America Transplant Foundation	\$ -	\$ -
Mutual Of Omaha Policy Holder Services	\$ -	\$ -
MCMAT Background Screning LLC	\$ -	\$ -
Ozark Guidance Center	\$ -	\$ -
TC	\$ -	\$ 13.90
Transfer From County General	\$ -	\$ -
UAMS Family Medical Center	\$ -	\$ -
United States Treasury	\$ -	\$ -
Usable Mutual Insurance	\$ -	\$ 427,016.79
Wageworks, Inc	\$ -	\$ 396.00
Wash Co FOP	\$ -	\$ -
Total:	\$ 382,629.59	\$ 492,506.42
Ending Balance: \$2,104,408.75		

*goes into 1800 Flex Spending

General Fund
Unappropriated Reserves
FY '16

Month	Category	Beginning Balance	+/-	Ending Balance
Jan-16	Unappropriated Reserves	\$6,578,418		\$6,578,418
	Reserve for Jail	\$636,162		\$636,162
	Total	\$7,214,580		\$7,214,580
Feb-16	Unappropriated Reserves	\$6,578,418	\$890,118	\$7,468,536
	Reserve for Jail	\$636,162	-\$268,356	\$367,806
	Total	\$7,214,580		\$7,836,342
Mar-16	Unappropriated Reserves	\$7,468,536	-\$2,389	\$7,466,147
	Reserve for Jail	\$367,806		\$367,806
	Total	\$7,836,342		\$7,833,953
Apr-16	Unappropriated Reserves	\$7,466,147	-\$78,467	\$7,387,680
	Reserve for Jail	\$367,806	\$13,475	\$381,281
	Total	\$7,833,953		\$7,768,961
May-16	Unappropriated Reserves	\$7,387,680		\$7,387,680
	Reserve for Jail	\$381,281		\$381,281
	Total	\$7,768,961		\$7,768,961
Jun-16	Unappropriated Reserves	\$7,387,680	-\$3,754	\$7,383,926
	Reserve for Jail	\$381,281		\$381,281
	Total	\$7,768,961		\$7,765,207
Jul-16	Unappropriated Reserves	\$7,383,926	-\$175,137	\$7,208,789
	Reserve for Jail	\$381,281	\$64,041	\$445,322
	Total	\$7,765,207		\$7,654,111
Aug-16	Unappropriated Reserves	\$7,208,789	-\$169,900	\$7,038,889
	Reserve for Jail	\$445,322		\$445,322
	Total	\$7,654,111		\$7,484,211
Sep-16	Unappropriated Reserves	\$7,038,889	-\$849,288	\$6,189,601
	Reserve for Jail	\$445,322	\$22,435	\$467,757
	Total	\$7,484,211		\$6,657,358
Oct-16	Unappropriated Reserves	\$6,189,601	-\$146,504	\$6,043,097
	Reserve for Jail	\$467,757	\$36,705	\$504,522
	Total	\$6,657,358		\$6,547,619

Summary of Revenues and Expenditures
As Of 10/31/2016

Fund Description	Budgeted Revenues	Actual Revenues	Percent Realized Revenues	Less 10% Budgeted Revenues	Budgeted Expenditures	Actual Expenditures	Percent Expended	Unappropriated Balance
1000 - General Fund	39,869,688.00	20,311,218.15	51%	3,770,716.00	29,551,353.00	23,499,669.45	80%	6,547,619.00
1002 - Employee Insurance Fund	6,630,959.00	4,919,990.52	74%	0	5,071,100.00	3,890,237.88	77%	1,559,859.00
1800 - Flexible Spending Fund	248,373.00	201,721.29	81%	0	231,000.00	198,052.62	86%	17,373.00
2000 - Road Fund	10,534,190.00	6,914,996.53	66%	1,006,466.00	9,324,222.00	7,122,012.86	76%	203,502.00
3000 - Treasurer's Automation Fund	39,476.00	34,303.06	87%	0	23,215.00	9,712.06	42%	16,261.00
3001 - Collector's Automation Fund	179,498.00	370,471.19	206%	0	128,000.00	55,850.22	44%	51,498.00
3002 - Circuit Court Automation Fund	168,490.00	24,756.65	15%	0	9,450.00	5,934.48	63%	159,040.00
3004 - Assessor's Amendment 79 Fund	75,683.00	28,954.11	38%	0	19,200.00	15,966.69	83%	56,483.00
3005 - County Clerk's Cost Fund	1,018,032.00	104,493.41	10%	0	689,479.00	617,351.68	90%	328,553.00
3006 - Recorder's Cost Fund	2,274,957.00	1,259,547.22	55%	225,256.00	1,510,772.00	1,260,416.52	83%	538,929.00
3008 - County Library Fund	3,328,032.00	1,399,343.24	42%	326,200.00	2,159,334.00	1,736,772.67	80%	842,498.00
3010 - County Clerk Operating Fund	36,864.00	4,008.83	11%	0	15,000.00	2,892.10	19%	21,864.00
3012 - Child Support Cost Fund	33,692.00	11,858.88	35%	0	19,900.00	13,791.78	69%	13,792.00
3014 - Communication Facility/Equip	517,550.00	286,974.40	55%	42,825.00	377,500.00	320,458.03	85%	97,225.00
3017 - Jail Operations & Maintenance	14,084,421.00	11,983,732.72	85%	0	14,588,943.00	11,933,558.62	82%	-504,522.00
3019 - Boating Safety Fund	24,918.00	8,582.84	34%	2,299.00	14,927.00	9,444.10	63%	7,692.00
3020 - Emergency 911 Fund	1,720,995.00	406,860.94	24%	171,211.00	758,747.00	362,599.15	48%	791,037.00
3028 - Adult Drug Court Fund	42,370.00	22,703.51	54%	0	21,950.00	20,419.74	93%	20,420.00
3031 - Circuit Court Juv Div Fund	49,735.00	821.99	2%	0	0	0	0%	49,735.00
3032 - Juv Cr Representation Fund	1,454.00	45.98	3%	0	0	0	0%	1,454.00
3039 - Circuit Clerk Commissioner Fee	40,561.00	8,683.41	21%	0	0	0	0%	40,561.00
3400 - FEMA	1,026,989.00	404,838.50	39%	0	1,026,989.00	9,850.75	1%	0.00
3401 - HIV Clinic Fund	358,838.00	88,818.04	25%	26,574.00	200,385.00	136,430.77	68%	131,879.00
3402 - Law Library Fund	360,346.00	107,962.65	30%	36,140.00	102,510.00	76,084.25	74%	221,696.00
3404 - Drug Enforcement - State Fund	37,383.00	10,565.77	28%	0	37,383.00	5,935.26	16%	0.00
3405 - Drug Enforcement- Fed Fund	87,935.00	11,440.88	13%	0	87,935.00	41,128.54	0%	0.00
3406 - Drug Court Program Fund	106,962.00	34,775.35	33%	10,502.00	0	0	0%	96,460.00
3501 - HIDTA	521,616.00	284,732.95	55%	0	521,616.00	284,732.95	0%	0.00
3503 - Rural Community Grants Fund	76,102.00	22,095.75	0%	0	76,102.00	63,305.84	0%	0.00
3510 - JDC Grant Fund	98,679.00	38,109.00	39%	0	98,557.00	63,337.40	0%	122.00
3511 - DEM Grant Fund	925,845.00	244,871.50	0%	0	925,116.00	236,332.64	0%	729.00
3512 - Environmental Affairs Grant Fd	80,709.00	14,211.90	18%	0	80,709.00	14,098.44	17%	0.00
3513 - Drug Court Grant Fund	522,268.00	237,696.95	46%	0	532,979.00	201,432.30	38%	-10,711.00
3514 - Law Enforcement Grant Fund	196,095.00	15,551.48	8%	0	196,095.00	88,891.99	45%	0.00
3515 - Animal Shelter Grant Fund	115,020.00	114,021.51	99%	0	121,003.00	53,687.55	44%	-5,983.00
5800 - Court Costs & Fines Fund	1,165,928.00	328,425.83	28%	0	358,284.00	297,055.66	83%	807,644.00

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Current Month		Year to Date		Balance	% Used
		Budget	Transaction	Encumbrance	Transaction		
1000 - General Fund							
	0100 - County Judge	378,436	27,408.71	111.77	312,988.46	2,465.84	0.83
	0101 - County Clerk	519,671	38,273.24	95.00	421,972.74	3,471.00	0.81
	0102 - Circuit Clerk	908,291	62,543.87	112.37	756,810.75	7,265.69	0.84
	0103 - Treasurer	260,827	19,949.04	0.00	221,859.94	1,688.00	0.85
	0104 - Tax Collector	1,255,321	92,352.48	2,765.54	973,004.87	14,020.73	0.78
	0105 - Assessor	1,893,502	131,126.06	21.57	1,559,274.67	18,203.42	0.83
	0106 - Board of Equalization	1,127,326	84,479.39	0.00	855,329.26	249,527.73	0.98
	0107 - Quorum Court	203,625	22,851.71	0.00	150,266.71	5,063.15	0.76
	0108 - Buildings & Ground Maintenance	2,102,310	113,196.80	82,046.61	1,561,019.53	130,588.37	0.80
	0109 - Election	1,216,743	160,160.10	23,020.06	991,274.91	25,570.31	0.83
	0110 - County Planning	374,707	26,688.63	3,313.70	300,690.42	5,786.21	0.81
	0113 - Financial Management	326,731	23,848.10	1,834.48	266,616.54	5,045.23	0.83
	0115 - Computer/IS Department	1,386,134	84,113.30	16,344.64	1,060,715.37	58,892.16	0.80
	0118 - General Services	206,206	7,821.89	3,337.77	180,690.64	4,473.30	0.89
	0119 - Archiving/Records Management	180,629	18,496.22	0.00	145,676.53	1,320.70	0.81
	0120 - Grants Administrator	126,612	10,005.99	1,211.27	94,161.43	2,216.31	0.76
	0121 - Human Resources	335,765	24,527.38	0.00	267,385.88	9,202.92	0.82
	0122 - County Attorney	175,253	18,696.31	0.00	154,436.00	14,927.84	0.96
	0300 - County Health	17,700	684.59	272.72	16,507.12	322.91	0.95
	0301 - Ambulance Service	921,198	76,764.50	0.00	767,645.00	153,529.00	1.00
	0308 - Animal Shelter	690,501	48,195.67	3,610.07	573,164.55	9,455.46	0.84
	0400 - Sheriff	7,227,192	497,970.77	36,541.63	5,743,502.39	165,289.83	0.81
	0401 - Circuit Court I	37,989	858.07	111.77	19,858.43	811.17	0.54
	0402 - Circuit Court II	48,872	2,085.98	0.00	16,631.38	669.01	0.35
	0403 - Circuit Court III	922,460	63,924.07	2,964.49	748,598.25	18,394.64	0.83
	0404 - Circuit Court IV	148,845	10,143.74	365.84	97,117.89	1,756.31	0.66
	0405 - Circuit Court V	34,741	1,678.50	135.36	20,863.86	899.52	0.62
	0406 - Circuit Court VI	64,626	5,323.14	47.00	32,557.50	1,199.52	0.52
	0407 - Circuit Court VII	36,825	3,425.15	50.15	17,389.59	629.09	0.48
	0409 - District Court Fayetteville	107,400	29,591.70	0.00	85,539.09	0.00	0.79
	0410 - District Court Springdale	97,716	33,800.98	0.00	78,833.85	0.00	0.80
	0411 - District Court Prairie Grove	39,337	9,502.33	0.00	28,552.13	0.00	0.72
	0412 - District Court West Fork	37,762	10,543.26	0.00	28,742.45	0.00	0.76

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Budget	Current Month		Year to Date		% Used	
			Transaction	Encumbrance	Transaction	Encumbrance		Balance
	0413 - District Court Elkins	44,030	10,091.70	0.00	32,495.50	0.00	11,534.50	0.73
	0416 - Prosecuting Attorney	1,056,635	74,582.38	3,218.68	825,997.38	16,035.46	214,602.16	0.79
	0417 - Public Defender	493,787	34,483.53	3,621.62	378,016.79	11,187.24	104,582.97	0.78
	0419 - Coroner	266,389	19,593.01	83.51	228,306.16	2,897.18	35,185.66	0.86
	0420 - Constables	73	0.00	0.00	-3.74	0.00	76.74	-0.05
	0428 - Sheriff-Work Release	61,844	1,021.66	631.57	39,665.87	4,679.94	17,498.19	0.71
	0432 - District Court Security	7,400	0.00	0.00	6,786.27	0.00	613.73	0.91
	0441 - Detention Judicial Officer	62,551	5,212.58	0.00	52,133.91	10,425.10	-8.01	1.00
	0444 - Juvenile Detention Center	1,375,966	94,857.80	1,278.72	1,045,032.90	15,601.10	315,332.00	0.77
	0500 - Dept of Emergency Management	285,816	15,559.49	4,778.75	202,799.57	7,834.03	75,182.40	0.73
	0502 - Fire Departments	849,934	0.00	0.00	638,123.55	0.00	211,810.45	0.75
	0505 - County Judge-Emergency Budget	75,000	0.00	0.00	0.00	0.00	75,000.00	0.00
	0550 - SHSGP-USAR 2015	0	0.00	1,596.90	0.00	1,596.90	-1,596.90	0.00
	0702 - Environment Affairs	434,820	26,034.00	3,365.11	334,045.40	10,490.70	90,283.90	0.79
	0800 - Veterans Service	105,897	8,027.55	0.00	88,434.69	844.00	16,618.31	0.84
	0801 - Extension Office	159,650	586.39	0.00	119,491.75	39,461.94	696.31	1.00
	8888 - Interfund Transfers	860,308	0.00	0.00	958,665.32	0.00	-98,357.32	1.11
Total	1000 - General Fund	29,551,353	2,051,081.76	0.00	23,499,669.45	1,033,738.96	5,017,944.59	0.83
Total	1002 - Employee Insurance Fund	5,071,100	474,654.56	0.00	3,890,237.88	351,643.40	829,218.72	0.83
Total	1002 - Employee Insurance Fund	5,071,100	474,654.56	0.00	3,890,237.88	351,643.40	829,218.72	0.83
Total	1800 - Flexible Spending Fund	231,000	8,871.72	0.00	198,052.62	0.00	32,947.38	0.85
Total	1800 - Flexible Spending Fund	231,000	8,871.72	0.00	198,052.62	0.00	32,947.38	0.85
Total	2000 - Road Fund	8,508,852	789,937.64	35,254.76	6,494,786.81	441,003.54	1,573,061.65	0.81
Total	2000 - Road Fund	8,508,852	789,937.64	35,254.76	6,494,786.81	441,003.54	1,573,061.65	0.81
Total	2000 - Road Fund	815,370	178,627.48	1,108.83	627,226.05	25,349.21	162,794.74	0.80
Total	2000 - Road Fund	9,324,222	968,565.12	0.00	7,122,012.86	466,352.75	1,735,856.39	0.81
Total	3000 - Treasurer's Automation Fund	23,215	1,901.94	0.00	9,712.06	1,236.83	12,266.11	0.47
Total	3000 - Treasurer's Automation Fund	23,215	1,901.94	0.00	9,712.06	1,236.83	12,266.11	0.47

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Budget	Current Month		Year to Date		Balance	% Used
			Transaction	Encumbrance	Transaction	Encumbrance		
Total	3000 - Treasurer's Automation Fund	23,215	1,901.94	0.00	9,712.06	1,236.83	12,266.11	0.47
3001 - Collector's Automation Fund								
	0104 - Tax Collector	128,000	846.26	0.00	55,850.22	525.00	71,624.78	0.44
Total	3001 - Collector's Automation Fund	128,000	846.26	0.00	55,850.22	525.00	71,624.78	0.44
3002 - Circuit Court Automation Fund								
	0437 - Court Automation	9,450	1,676.05	0.00	5,934.48	1,769.04	1,746.48	0.81
Total	3002 - Circuit Court Automation Fund	9,450	1,676.05	0.00	5,934.48	1,769.04	1,746.48	0.81
3004 - Assessor's Amendment 79 Fund								
	0105 - Assessor	19,200	0.00	0.00	15,966.69	0.00	3,233.31	0.83
Total	3004 - Assessor's Amendment 79 Fund	19,200	0.00	0.00	15,966.69	0.00	3,233.31	0.83
3005 - County Clerk's Cost Fund								
	0101 - County Clerk	152,950	435.73	0.00	80,822.68	3,334.11	68,793.21	0.55
	8888 - Interfund Transfers	536,529	0.00	0.00	536,529.00	0.00	0.00	1.00
Total	3005 - County Clerk's Cost Fund	689,479	435.73	0.00	617,351.68	3,334.11	68,793.21	0.90
3006 - Recorder's Cost Fund								
	0128 - Recorder's Cost	810,772	37,610.03	460.17	449,176.03	14,632.00	346,963.97	0.57
	8888 - Interfund Transfers	700,000	195,534.79	0.00	811,240.49	0.00	-111,240.49	1.15
Total	3006 - Recorder's Cost Fund	1,510,772	233,144.82	0.00	1,260,416.52	14,632.00	235,723.48	0.84
3008 - County Library Fund								
	0600 - County Library	2,122,549	170,441.29	28,913.85	1,710,028.50	317,518.62	95,001.88	0.95
	0605 - County Library-Children's	4,575	34.45	22.04	3,080.49	22.04	1,472.47	0.67
	0610 - Co Lib-Greenland Branch	20,523	1,407.42	1,078.15	14,774.11	1,801.19	3,947.70	0.80
	0611 - Co Lib-Winslow Branch	11,687	978.99	442.26	8,889.57	442.26	2,355.17	0.79
Total	3008 - County Library Fund	2,159,334	172,862.15	0.00	1,736,772.67	319,784.11	102,777.22	0.95
3010 - County Clerk Operating Fund								
	0101 - County Clerk	15,000	1,330.18	0.00	2,892.10	0.00	12,107.90	0.19
Total	3010 - County Clerk Operating Fund	15,000	1,330.18	0.00	2,892.10	0.00	12,107.90	0.19

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Current Month		Year to Date		Balance	% Used	
		Budget	Transaction	Encumbrance	Transaction			Encumbrance
3012 - Child Support Cost Fund								
	8888 - Interfund Transfers	19,900	0.00	0.00	13,791.78	0.00	6,108.22	0.69
Total	3012 - Child Support Cost Fund	19,900	0.00	0.00	13,791.78	0.00	6,108.22	0.69
3014 - Communication Facility/Equip								
	0400 - Sheriff	377,500	12,042.30	0.00	320,458.03	12,744.18	44,297.79	0.88
Total	3014 - Communication Facility/Equip	377,500	12,042.30	0.00	320,458.03	12,744.18	44,297.79	0.88
3017 - Jail Operations & Maintenance								
	0127 - Jail-Maintenance	929,588	49,568.96	2,260.37	756,947.83	10,019.83	162,620.34	0.82
	0418 - County Jail	13,659,355	967,557.13	13,556.85	11,172,542.04	461,937.00	2,024,875.96	0.85
	8888 - Interfund Transfers	0	0.00	0.00	4,068.75	0.00	-4,068.75	0.00
Total	3017 - Jail Operations & Maintenance	14,588,943	1,017,126.09	0.00	11,933,558.62	471,956.83	2,183,427.55	0.00
3019 - Boating Safety Fund								
	0400 - Sheriff	14,927	0.00	0.00	9,444.10	0.00	5,482.90	0.63
Total	3019 - Boating Safety Fund	14,927	0.00	0.00	9,444.10	0.00	5,482.90	0.63
3020 - Emergency 911 Fund								
	0501 - Emergency 911	746,747	12,422.88	371.65	362,599.15	62,171.34	321,976.51	0.56
	0571 - ACT 442 of 2013 PSAP	12,000	0.00	0.00	0.00	0.00	12,000.00	0.00
Total	3020 - Emergency 911 Fund	758,747	12,422.88	0.00	362,599.15	62,171.34	333,976.51	0.55
3028 - Adult Drug Court Fund								
	8888 - Interfund Transfers	21,950	0.00	0.00	20,419.74	0.00	1,530.26	0.93
Total	3028 - Adult Drug Court Fund	21,950	0.00	0.00	20,419.74	0.00	1,530.26	0.93
3400 - FEMA								
	0202 - Dye Creek Low Water Crossings	689,272	9,850.75	0.00	9,850.75	0.00	679,421.25	0.01
	0516 - FEMA 2015/2016 FLOOD	337,717	0.00	0.00	0.00	0.00	337,717.00	0.00
Total	3400 - FEMA	1,026,989	9,850.75	0.00	9,850.75	0.00	1,017,138.25	0.00
3401 - HIV Clinic Fund								
	0305 - HIV Clinic	200,385	8,456.59	0.00	136,430.77	15,473.30	48,480.93	0.75

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Current Month		Year to Date		Balance	% Used	
		Budget	Transaction	Encumbrance	Transaction			Encumbrance
Total	3401 - HIV Clinic Fund	200,385	8,456.59	0.00	136,430.77	15,473.30	48,480.93	0.75
3402 - Law Library Fund								
	0422 - Law Library	102,510	7,015.10	0.00	76,084.25	23,020.06	3,405.69	0.96
Total	3402 - Law Library Fund	102,510	7,015.10	0.00	76,084.25	23,020.06	3,405.69	0.96
3404 - Drug Enforcement - State Fund								
	0400 - Sheriff	37,383	0.00	0.00	5,935.26	0.00	31,447.74	0.15
Total	3404 - Drug Enforcement - State Fund	37,383	0.00	0.00	5,935.26	0.00	31,447.74	0.15
3405 - Drug Enforcement- Fed Fund								
	0400 - Sheriff	87,935	1,139.21	0.00	41,128.54	1,673.61	45,132.85	0.48
Total	3405 - Drug Enforcement- Fed Fund	87,935	1,139.21	0.00	41,128.54	1,673.61	45,132.85	0.48
3501 - HIDTA								
	0424 - HIDTA 2014	22,610	0.00	0.00	20,573.98	0.00	2,036.02	0.90
	0425 - HIDTA 2015	189,358	31,455.81	0.00	135,614.39	0.00	53,743.61	0.71
	0426 - HIDTA 2016	309,648	42,903.94	0.00	128,544.58	0.00	181,103.42	0.41
Total	3501 - HIDTA	521,616	74,359.75	0.00	284,732.95	0.00	236,883.05	0.54
3503 - Rural Community Grants Fund								
	0603 - Brentwood Community Grant	11,998	119.30	0.00	1,211.71	320.00	10,466.29	0.12
	0621 - Wheeler Fire Department	52,355	0.00	0.00	52,354.91	0.00	0.09	1.00
	0622 - Cane Hill Advertising Grant	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
	0623 - Evansville Community Grant	9,749	0.00	0.00	9,739.22	0.00	9.78	1.00
Total	3503 - Rural Community Grants Fund	76,102	119.30	0.00	63,305.84	320.00	12,476.16	0.83
3510 - JDC Grant Fund								
	0434 - JDC HOFNOD	30,075	-11.33	0.00	29,958.40	0.00	116.60	1.00
	0451 - JDC-GIA 2015/16	30,453	0.00	0.00	30,448.61	0.00	4.39	1.00
	0452 - JDC-GIA 2016/17	31,167	166.81	297.05	798.25	297.05	30,071.70	0.03
	0455 - JUV COURT IMPROVEMENT GRANT	2,500	945.54	84.70	2,132.14	84.70	283.16	0.88
	8888 - Interfund Transfers	4,362	0.00	0.00	0.00	0.00	4,362.00	0.00
Total	3510 - JDC Grant Fund	98,557	1,101.02	0.00	63,337.40	381.75	34,837.85	0.64

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Current Month		Year to Date		Balance	% Used
		Budget	Transaction	Encumbrance	Transaction		
3511 - DEM Grant Fund							
	0530 - LETPA 2015	143,000	0.00	0.00	143,000.00	0.00	1.00
	0545 - MRC	7,617	0.00	0.00	311.14	0.00	0.04
	0546 - MRC 2	5,000	0.00	0.00	0.00	0.00	0.00
	0547 - MRC 2013	2,876	0.00	0.00	0.00	0.00	0.00
	0550 - SHSGP-USAR 2015	225,000	12,750.00	0.00	86,021.50	19,850.00	0.47
	0554 - USAR-GIF	7,000	0.00	0.00	7,000.00	0.00	1.00
	0561 - USAR 2016	255,000	0.00	0.00	0.00	0.00	0.00
	0562 - SWAT 2016	162,517	0.00	0.00	0.00	0.00	0.00
	0570 - DEM Radio System	117,106	0.00	0.00	0.00	0.00	0.00
Total	3511 - DEM Grant Fund	925,116	12,750.00	0.00	236,332.64	19,850.00	0.27
3512 - Environmental Affairs Grant Fd							
	0758 - ADEQ-WC13-07	2,263	345.15	601.84	1,603.14	601.84	0.97
	0759 - BMT05-14EW	45,457	435.44	219.50	2,166.05	588.26	0.06
	0760 - BMT01-15EW	10,000	0.00	0.00	10,000.00	0.00	1.00
	0761 - BMT04-14EW	8,599	0.00	0.00	0.00	0.00	0.00
	0763 - ADEQ-BMT WC15-08	10,000	0.00	0.00	329.25	0.00	0.03
	0764 - ADEQ-BMT WC16-07	4,390	0.00	0.00	0.00	0.00	0.00
Total	3512 - Environmental Affairs Grant Fd	80,709	780.59	0.00	14,098.44	1,190.10	0.18
3513 - Drug Court Grant Fund							
	0483 - OJP Drug Court Enhancement	210,711	6,288.54	411.00	24,958.54	411.00	0.12
	0484 - SAMHSA	44,739	0.00	0.00	44,738.95	0.00	1.00
	0485 - Drug Court Accountability	267,529	10,653.26	7,736.82	125,277.81	7,758.82	0.49
	0486 - Veterans Treatment Grant	10,000	0.00	0.00	6,457.00	0.00	0.64
Total	3513 - Drug Court Grant Fund	532,979	16,941.80	0.00	201,432.30	8,169.82	0.39
3514 - Law Enforcement Grant Fund							
	0466 - JAG Grant 2014	1,967	0.00	0.00	1,966.98	0.00	1.00
	0467 - JAG Grant 2015	14,255	0.00	0.00	12,400.51	0.00	0.86
	0468 - JAG Grant 2016	15,769	0.00	0.00	0.00	0.00	0.00
	0474 - SCAAP 2014	30,207	0.00	0.00	30,207.20	0.00	1.00
	0475 - SCAAP 2015	51,972	3,672.00	5,646.64	41,021.30	8,122.95	0.94
	0476 - SCAAP 2016	57,488	0.00	0.00	0.00	0.00	0.00

Washington County, AR

Summary Statement of Operations-Expenses by Fund and Dept

10/31/2016

Fund	Department	Budget	Current Month		Year to Date		Balance	% Used
			Transaction	Encumbrance	Transaction	Encumbrance		
	0478 - DHS-JDAI	6,510	0.00	0.00	0.00	0.00	6,510.00	0.00
	0479 - ARICAC	2,306	-3.00	0.00	2,306.00	0.00	0.00	1.00
	0497 - ADR Grant	15,545	0.00	0.00	990.00	0.00	14,555.00	0.06
	8888 - Interfund Transfers	76	0.00	0.00	0.00	0.00	76.00	0.00
Total	3514 - Law Enforcement Grant Fund	196,095	3,669.00	0.00	88,891.99	8,122.95	99,080.06	0.49
	3515 - Animal Shelter Grant Fund							
	0308 - Animal Shelter	107,503	0.00	14,450.00	47,687.55	26,750.28	33,065.17	0.69
	0311 - Animal Shelter-GIF	13,500	0.00	0.00	6,000.00	0.00	7,500.00	0.44
Total	3515 - Animal Shelter Grant Fund	121,003	0.00	0.00	53,687.55	26,750.28	40,565.17	0.66
	5800 - Court Costs & Fines Fund							
	0117 - Court Costs & Fines	358,284	30,061.36	0.00	297,055.66	0.00	61,228.34	0.82
Total	5800 - Court Costs & Fines Fund	358,284	30,061.36	0.00	297,055.66	0.00	61,228.34	0.82
Grand Total		68,879,755	5,123,206.03	309,805.15	52,647,444.99	2,844,840.42	13,387,469.59	0.80

RESOLUTION NO. 2016-_____

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

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO APPLY FOR A DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION GRANT ON BEHALF OF THE WASHINGTON COUNTY DRUG COURT.

WHEREAS, the Quorum Court has determined that the Washington County Drug Court meets eligibility requirements necessary to apply for a grant under the Department of Health and Human Services Substance Abuse and Mental Health Services Administration; and,

WHEREAS, the Washington County Drug Court has presented the need for additional substance abuse treatment; and,

WHEREAS, the Quorum Court recognizes the need for said grant in the amount up to \$325,000 for a maximum of 3 years with no match required by the County.

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

ARTICLE 1. The County Judge is hereby authorized to submit a grant application to the Department of Health and Human Services Substance Abuse and Mental Health Services Administration to execute the proposed project described herein.

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

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

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

ORDINANCE NO. 2016-_____

APPROPRIATION ORDINANCE:

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

**AN ORDINANCE TRANSFERRING MONIES OF
\$5,400 WITHIN THE COLLECTOR’S BUDGET
FOR 2016.**

ARTICLE 1. The Full-time Salaries Line Item in the Tax Collector’s Budget (10000104-1001) is hereby reduced by the amount of \$5,400 for 2016.

ARTICLE 2. There is hereby appropriated the amount of \$5,400 from the General Fund to the Part-time Salaries Line Item of the Collector’s Budget (10000104-1002) for 2016.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____ Rick Cochran

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

Washington County

10.2



TAX COLLECTOR
David A. Ruff

280 North College-Suite 202
Fayetteville, AR 72701
Telephone (479) 444-1526
Fax (479) 444-1881

7 November 2016

Real Estate and Personal Property Tax

TO: Karen Beeks

FOR: Line Item Transfer

ATT: Finance Committee

Dear Karen,

I am requesting that \$ 5,400 from the excess money in the salary line items be transferred to line item 1002. Doing this will fully fund the 2016 collector's budget for collector's salaries through the end of this year. The shortage is due to the collector using part time help to fill a full time position until a newly rated position in bookkeeping is fully funded and filled.

Thank You

David A Ruff

Washington County Tax Collector

ORDINANCE NO. 2016-_____

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 THE
AMOUNT OF \$14,659 FROM THE GENERAL
FUND TO THE CORONER'S BUDGET FOR
2016.**

ARTICLE 1. There is hereby appropriated the total amount of \$14,659 from the General Fund to the following line items in the Coroner's Budget for 2016:

Salaries, Part time (10000419-1002)	\$ 12,000
Social Security (10000419-1006)	919
Non Contributory Retirement (10000419-1008)	<u>1,740</u>
TOTAL APPROPRIATION:	<u>\$ 14,659</u>

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

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

ORDINANCE NO. 2016-_____

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 THE
AMOUNT OF \$38,035 FROM THE CIRCUIT
COURT AUTOMATION FUND TO THE
COURT AUTOMATION BUDGET FOR 2016.**

ARTICLE 1. There is hereby appropriated the amount of \$38,035 from the Circuit Court Automation Fund to the following line items in the Court Automation Budget for 2016:

<u>Court Automation Budget:</u>	
Small Equipment (30020437- 2002)	\$ 37,724
Parts & Repairs (30020437- 2023)	38
Other Professional Services (30020437- 3009)	218
Postage (30020437- 3021)	<u>55</u>
 TOTAL APPROPRIATION:	 <u>\$ 38,035</u>

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

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

Karen Beeks

From: Ashley Farber
Sent: Monday, November 07, 2016 1:31 PM
To: Karen Beeks; Carly Sandidge
Cc: Norma Frisby; Stacey Zimmerman; Joanna Taylor
Subject: FW: invoice - Circuit Court Automation Fund
Attachments: SCIR3-KMFP616110115531.pdf; FW: request for expenditure from Court Automation Fund

Importance: High

Afternoon Karen and Carly,

Can you please place Judge Zimmerman on the November Quorum Court Agenda for the below appropriation request, see attached, from the Circuit Court's Automation Fund Unappropriated Reserves?

3002	0437	2002	\$ 4,724.00
3002	0437	2023	\$ 38.00
3002	0437	3009	\$ 218.00
3002	0437	3021	\$ 55.00
			<u>\$ 5,035.00</u>

Also, can you please add Judge Taylor on the November Quorum Court Agenda as well for an appropriation request from the Circuit Court's Automation Fund Unappropriated Reserves? Below is the appropriation breakdown and I attached Judge Taylor's request.

3002	0437	2002	\$33,000.00
------	------	------	-------------

Thank you,

Ashley Farber
 Washington County Comptroller
 Email: afarber@co.washington.ar.us
 Phone: (479) 444-1708
 Cell: (479) 225-3239
 Fax: (479) 444-1710

Karen Beeks

From: Joanna Taylor
Sent: Thursday, November 03, 2016 11:46 AM
To: Karen Beeks
Cc: Stacey Zimmerman
Subject: request for expenditure from Court Automation Fund

Dear Karen,

The Division 7 Circuit Courtroom in the Annex building is in need of a video system for presentation of evidence as well as some upgrades to its audio system. I am asking for permission to spend up to \$33,000.00 from the Court Automation Fund for this purpose. I anticipate having some money left in my department's 2016 budget at the end of the year, and I would first apply those monies to this project, which might decrease the amount actually spent out of the automation fund. Time is of the essence as we have a death penalty case as well as several document intensive criminal trials scheduled for 2017, one of which will go to trial in January. These modifications will aid in helping the jury understand the evidence as well as improving the sound in the courtroom.

Would you please draft an ordinance reflecting this request? Also, are you responsible for the agenda for the November 17, 2016, Quorum Court meeting? If so, would you please place this item on the agenda? If not, whom do I need to contact?

As always, thank you for your help.

Joanna Taylor

Judge Joanna Taylor
Circuit Judge, 4th Judicial District of Arkansas
Madison and Washington Counties
123 N. College Ave, Suite 101
Fayetteville, AR 72701
P: 479-444-1682
F: 479-444-1686



**COMMERCIAL
AUDIO SYSTEMS**

1802 Lowell Rd
Springdale AR 72764
(479) 756-9623

Invoice

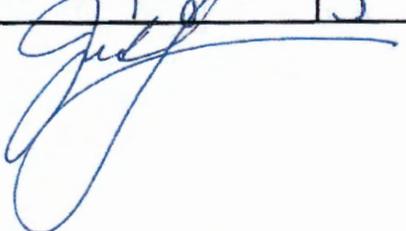
Invoice #: 00126287

Bill To:

Ship To:

Washington County Purchasing
Attn: Lisa
280 N. College Avenue
Suite 530
Fayetteville, AR 72703

Washington County Purchasing
Judge Zimmerman
Juvenile Division
Audio Upgrade

SALESPERSON	YOUR NO.	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
James A. Crews	Judge			Net	10/6/2016	1
QTY.	ITEM NO.	DESCRIPTION	PRICE		DISC %	EXTENDED
2	MX890	Shure wireless podium mics *H5	\$412.62			\$825.24
2	SLX4	Shure SLX receiver only *H5	\$357.42			\$714.84
2	MX415/C	Shure Gooseneck Microphone	\$287.04			\$574.08
1	EZ-MX4ML	RDL mic mixer	\$190.90			\$190.90
1	misc	Misc parts	\$34.50			\$34.50
1	LB	Labor only	\$99.00			\$99.00
<p><i>Judge Stacy Zimmerman / Oct 11, 2016</i> <i>Please pay out of Circuit Court Antitrust Fund</i></p> 			<p>Thank you!</p>		<p>SALE AMT. \$2,438.56 FREIGHT \$50.00 X SALES TAX \$242.63 TOTAL AMT. \$2,731.19 PAID TODAY \$0.00</p>	<p>BALANCE DUE \$2,731.19</p>



**COMMERCIAL
AUDIO SYSTEMS**

1802 Lowell Rd
Springdale AR 72764
(479) 756-9823

Invoice

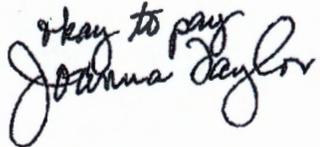
Invoice #: 00126495

Bill To:

Washington County Purchasing
Attn: Lisa
280 N. College Avenue
Suite 530
Fayetteville, AR 72703

Ship To:

Washington County Purchasing
Circuit Court, District 7
Judge Joanna Taylor

SALESPERSON	YOUR NO.	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
James A. Crews	Judge Taylor			Net	10/14/2016	1
QTY.	ITEM NO.	DESCRIPTION	PRICE	DISC %	EXTENDED	
2	MX890	Shure wireless podium mics *H5	\$433.55		\$867.10	
2	SLX4	Shure SLX receiver only *H5	\$450.00		\$900.00	
2	MX415LP/C	Shure Gooseneck for MX890 xmitter	\$115.99		\$231.98	
1	LB	Labor only	\$99.00		\$99.00	
Thank you!				SALE AMT.	\$2,098.08	
				FREIGHT	\$0.00	X
				SALES TAX	\$204.56	
				TOTAL AMT.	\$2,302.64	
				PAID TODAY	\$0.00	
				BALANCE DUE	\$2,302.64	

ORDINANCE NO. 2016-_____

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

**AN EMERGENCY ORDINANCE GRANTING
APPROVAL OF LONG TERM FINANCING
WITH AT&T CAPITAL SERVICES, INC., FOR
EMERGENCY 911 EQUIPMENT FOR 60
MONTHS.**

WHEREAS, Amendment 78 to the Arkansas Constitution requires that long-term financing by the County be approved by the Quorum Court by means of an Ordinance; and,

WHEREAS, the County entered into Contract 2016-21 with AT&T Capital Services, Inc., for the long-term servicing of 911 equipment;

WHEREAS, it has been brought to the attention of the Quorum Court that the final documents concerning such were not before the Court.

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

ARTICLE 1. The financing agreement with AT&T Capital Services, Inc., which is before the Quorum Court and is on file in the Office of the County Clerk, is hereby approved and the County Judge’s signature on the same is hereby ratified; said agreement providing for five annual payments of \$156,225.52 plus applicable taxes.

ARTICLE 2. The funding for said financing agreement shall come exclusively from emergency 911 revenues.

ARTICLE 3. Emergency Clause. It is hereby ascertained and declared that the equipment is immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____ Rick Cochran

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____



AT&T Capital Services, Inc.
 2000 W. AT&T Center Drive
 Hoffman Estates, IL 60192-5000
 Office: 800/346-8082
 Fax: 847/765-0824

Muni **FILED** **SM**
Complete Lease Agreement
 Number: 8910200004
 Dated: December 18, 2015
 BECKY LEWALLEN
 CO. & PROBATE CLERK
 WASHINGTON CO. AR

Lessee

Customer full legal name WASHINGTON COUNTY, ARKANSAS				
Telephone number 479-530-7911		Fax number		
Contact Name JOHN LUTHER		E-Mail Address jluther@co.washington.ar.us		
Address 280 NORTH COLLEGE		City FAYETTEVILLE	State AR	Zip 72701
Equipment location, if different from above 280 NORTH COLLEGE		City FAYETTEVILLE	State AR	Zip 72701

Equipment Description 911 VESTA SYSTEM WITH INSTALLATION AND TRAINING	CONTRACT # 2016-21
Equipment Supplier AT&T CORP.	

Schedule of Rental Payments		
Purchase option (Check one): <input checked="" type="checkbox"/> NONE		
Down Payment (if applicable)* \$ (plus applicable taxes)	Term of Lease (in months) 60	Total number of payments: 5 <input checked="" type="checkbox"/> in Advance* <input type="checkbox"/> in Arrears
*Payable to AT&T Capital Services, Inc. and due upon execution of this Agreement.		
Payment frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other (please describe) ANNUAL	Payments**: First 5 at \$156,225.52 (plus applicable taxes) **Payments may be indexed up until lease commencement.	

Terms and Conditions

Lessee (which term shall include the co-Lessee, whose obligations hereunder shall be joint and several with those of Lessee) and Lessor agree and acknowledge that this Governmental Equipment Lease (the Lease) is being executed in conjunction with one or more written schedules (Supplementary Schedules) which, by specific reference to this Lease and upon execution by Lessee and Lessor, become subject to all the terms and conditions contained herein. To the extent that any of the provisions of the Lease conflict with any of the terms contained in any Supplementary Schedule, the terms of the Supplementary Schedule shall control. The Equipment that is the subject of this Lease is described on the Supplementary Schedules and shall further include, without limitation, such other items which may not be specifically identified on such Supplementary Schedules, and are financed by Lessor, such as wiring. Upon such execution of a Supplementary Schedule, any and all additional or specific terms and conditions therein shall be, with respect to such Supplementary Schedule, incorporated herein and shall have the same force and effect as if such terms and conditions were expressly set forth herein. The terms and conditions contained herein shall apply to each Supplementary Schedule that is properly executed and made subject to such terms and conditions as if a separate Lease were executed for each Supplementary Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either the Lessee or Lessor or both of them arising from the execution of this Lease in conjunction with any one Supplementary Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the execution of this Lease in conjunction with any other Supplementary Schedule, except in the event of default by Lessee as provided in Section 14 herein.

Subsequent wording of this Lease notwithstanding, this Lease is effective with respect to any Supplementary Schedule executed in conjunction herewith for the lease term (as subsequently defined herein) provided in such Supplementary Schedule. Additional Supplementary Schedules may be executed from time to time by the Lessee and the Lessor, and if such Supplementary Schedules refer by date and contracting parties to this Lease, such Supplementary Schedules shall be deemed to be executed in conjunction herewith and to be subject hereto regardless of the date upon which such Supplementary Schedules are executed and notwithstanding that

a prior period of effectiveness hereof has lapsed through termination of all previous lease terms.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described on any Supplementary Schedules executed in conjunction herewith and declared to be and to constitute a part of the Equipment leased hereunder (such Equipment together with all parts, replacements, repairs, additions, and accessories incorporated therein and/or affixed thereto hereinafter referred to as the Equipment) on the terms and conditions set forth herein and in such Supplementary Schedules. If more than one Lessee is named in this Lease, the liability of each named Lessee shall be joint and several. Because the Equipment may include not only tangible property but also the right to use technology and/or the right to receive services, it is understood that the term "Equipment" covers all of the following: hardware, printers, modems, cables, peripherals and other tangible equipment, all documentation, such as technical documentation, service records or user manuals, operating system software (object and/or source code form), application software (object and/or source code form) and other technologies, training aids such as training manuals, training software, and training videotapes; data, databases, bulletin boards and other collections of information, in tangible or intangible form; and installation, training, conversion, customization, development, support, maintenance, and other services, as more specifically described in this Lease or in any Supplementary Schedule. Further, the term, "lease," whenever it is used as a noun in the Lease with reference to the technology or other intangible properties that are part of the Equipment, shall be deemed to mean, assignment and/or sub-license of all of Lessor's license to or interest in, and rights to use, such technology and properties; whenever it is so used with reference to benefits or services, it shall be deemed to mean, assignment of all of Lessor's rights to receive such benefits and services. ("To lease," or any other inflectional form of its usage as a verb, shall mean to "sub-license" or "to assign" (as the context may require), or the appropriate inflectional form thereof.)

1. Lease Term. The Lease Term is the period of time which includes the lease term as specified in the block so entitled on Supplementary Schedules executed hereunder from time to time and commences on the earlier of: the

date the Equipment is accepted by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to Lessee ("Lease Commencement Date").

2. No Warranties. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR, THE AGENT OF THE MANUFACTURER OR LICENSOR, OR THE DISTRIBUTOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT AND OF ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT MAKING ANY REPRESENTATIONS AS TO THE EXTENT OF ANY SUCH WARRANTY, LESSOR AGREES, TO THE EXTENT OF ITS LEGAL POWER, TO MAKE SUCH ASSIGNMENT AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

WITH RESPECT TO ANY SUPPLEMENTARY SCHEDULE EXECUTED IN CONJUNCTION HERewith, THIS IS A NON-CANCELLABLE LEASE FOR THE LEASE TERM INDICATED ON THE SUPPLEMENTARY SCHEDULE AND ANY RENEWAL TERM(S).

3. Rent Payments. During the Lease Term and any renewal term, Lessee agrees to pay Lessor rent payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Supplementary Schedules multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Lease have been paid in full. If the Lease Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Lease Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Supplementary Schedules for each day from the Lease Commencement Date (including the Lease Commencement Date) through the last day of such month (including that day). Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance of the conditions of this Lease or any Supplementary Schedule. All Rent Payments shall be paid to the Lessor at the address stated above or such other place as the Lessor or its assigns may hereafter direct. Lessee's obligation to make Rent Payments shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, except such as is specifically provided for in Section 9 and 11 of this Lease. The Rent Payments shall be adjusted proportionately upward or downward if the actual cost of the Equipment exceeds or is less than the estimate (original proposal or Equipment Agreement), and in that event the Lessee authorizes Lessor to adjust the Rent Payments upward or downward not to exceed twenty percent (20%).

4. Selection of Equipment. Lessee requests Lessor to purchase, or to cause to be purchased (or, in the case of technology or services, obtain the appropriate license or contract for) Equipment of the type and quantity

specified in the Supplementary Schedules and has selected the supplier named therein. By its execution and delivery of each Supplementary Schedule, Lessee hereby (a) consents and agrees to all of the terms and conditions of any such purchases, licenses or contracts whereby Lessor acquires any or all of the Equipment, (b) assigns and transfers to Lessor all Lessee's right, title and interest in and to any purchase order, license, contract or arrangement entered into by Lessee with any supplier for the Equipment, (c) promises and agrees to perform all of the duties and obligations of Lessee and/or Lessor under any and all such purchases, licenses, contracts or arrangements with the suppliers of the Equipment and (d) confirms that to the extent of any inconsistency between the provisions of this Lease and the provisions of any such purchase order or arrangement, the provisions of this Lease shall govern. Lessee has reviewed and approved any written supply contract (as defined by section 2A-103(y) of the Uniform Commercial Code) or purchase order or contract covering the Equipment purchased. Lessor is not and shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or if the Lessee negotiates in bad faith prior to payment by Lessor to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Lease. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any unit of Equipment to remain in useful condition for the Lease Term, nor the termination of any contract with a supplier regarding the Equipment, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this Lease. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property. Any labels supplied by Lessor to Lessee describing the ownership of the Equipment shall be affixed by Lessee upon a prominent place on each item of Equipment.

5. Renewal Options; Location and Surrender of Equipment. (a) Prior to the expiration of the initial Lease Term hereof, Lessee shall have the option to: renew this Lease as to all but not less than all of the Equipment. If Lessee desires to exercise this option, it shall give to Lessor irrevocable written notice of its intention to exercise such option at least 120 days (and not more than 180 days) before the expiration of such Lease Term. Notwithstanding anything herein to the contrary, if Lessee fails to notify Lessor of its intent with respect to the exercise of the option described in this Section 5 within the time frames contemplated hereby, this Lease shall automatically be renewed for an additional ninety (90) day period(s) upon the same terms and conditions. Any notice of termination during an automatic extension shall be effective on the last day of the month ninety (90) days after the receipt of such notice.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Supplementary Schedules and shall not be removed therefrom without Lessor's prior written consent. Upon the expiration or earlier termination of this Lease, upon at least 120 days prior written notice to Lessor, Lessee at its cost and expense, shall immediately return the Equipment (including, without limitation, all service records and user manuals) to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment, normal wear and tear excepted ("Return Condition"). Return Condition also indicates that the Equipment will be eligible at termination of this Lease for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization approved by Lessor, under contract maintenance at the above mentioned organization's then standard rates. The Equipment shall be returned in accordance with Lessor's instructions to the address specified by Lessor and, at Lessee's expense, adequately insured at no less than the full replacement value of the Equipment. If the Equipment is not in Return Condition, Lessee shall remain liable for any and all reasonable costs required to restore the Equipment to Return Condition. The deinstallation of the Equipment shall be performed by manufacturer certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. If, upon termination of this Lease for any reason, Lessee fails or refuses forthwith to return and deliver the Equipment to Lessor, Lessee shall remain liable for

any Rent Payments accrued and unpaid with respect to the Equipment up to the date that the Equipment is returned to the address specified by Lessor. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into this transaction, Lessee hereby expressly waives all rights conferred by existing or future law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

6. Use of Equipment-Inspection. Lessee shall use the Equipment in compliance with all laws, rules, and regulations of the jurisdictions wherein the Equipment is located and solely in the conduct of Lessee's business. Lessee agrees at its expense to obtain all permits and licenses necessary for the operation of the Equipment. Lessee at its expense shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a contract with the manufacturer or other maintenance organization approved by Lessor covering maintenance of each unit of Equipment. Lessee shall furnish Lessor with a copy of such contract. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for (i) additions or attachments to the Equipment consisting solely of telephone terminal equipment, and (ii) additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person or entity approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 5(b) hereof, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor and Lessee agrees that any addition, alteration, improvement or attachment shall belong to and become a part of the property of Lessor. Any software upgrade will become the property of the Lessor, and Lessee hereby represents and warrants to Lessor, that Lessee has the right to convey such software to Lessor. Lessor shall have the right, upon reasonable prior notice to Lessee and during normal business hours, to inspect the Equipment as its location. Lessee shall not permit its rights or interest hereunder to be subject to any lien, charge, or encumbrance. Lessee shall not permit the Equipment to become or remain a fixture to any real estate or an accession to any personalty not leased hereunder. Lessee shall not be responsible for any liens, charges, or encumbrances on the Equipment caused by Lessor.

7. Liens; Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and security interests, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Lessee shall pay all charges and local, state, property and Federal taxes (and reimburse Lessor for any such payments made by Lessor) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income. **IT IS EXPRESSLY AGREED THAT LESSEE SHALL REIMBURSE LESSOR FOR ANY PAYMENTS MADE TO ANY TAXING AUTHORITY FOR PERSONAL PROPERTY TAXES DUE AND OWING WITH RESPECT TO THE EQUIPMENT OWNED BY LESSOR.** Further, Lessor may in its sole discretion require Lessee to make payments in amounts and at intervals satisfactory to Lessor to be held by Lessor in a non-interest bearing tax reserve account as security for Lessee's faithful performance of its obligations herein. The obligations of Lessee to pay such sums shall be in addition to all other obligations of Lessee under this Lease and shall continue in full force and effect notwithstanding the termination of this Lease whether by expiration of time, by operation of law or otherwise.

8. Insurance. At its expense, Lessee shall keep the Equipment insured

against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Lease Commencement Date of each Supplementary Schedule and from time to time as Lessor may request. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor that it will give Lessor thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee may self-insure with respect to the required coverages with Lessor's prior written consent. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. In case of the failure of Lessee to procure or maintain said insurance, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by and expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional sums due hereunder, and shall become due and owed forthwith with interest at 18% per annum or such other maximum lawful contract rate as is otherwise allowed by law if less than 18% and Lessee will pay the same with the periodic Rent Payment next due after receipt of notice from Lessor.

9. Casualty Loss. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. If the Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Lease. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorata amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Lease Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Lease Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

10. Tax Benefits-True Lease. The parties hereto intend that this Lease be treated as a lease for Federal income tax purposes, and Lessor and/or the lessor of the Equipment to Lessor, as applicable (Lessor and/or such lessor of the Equipment to Lessor being in this Section 10 referred to as the "Taxpayer"), shall be entitled to such deductions, credits and other benefits (all of which shall herein be referred to as the "Tax Benefits") with respect to the Equipment as are provided to an owner of property by the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), including without limitation any accelerated cost recovery system deductions and investment tax credit with respect to the Equipment. In the event that any of the expected Tax Benefits under any Federal, State or local law shall be lost by, recaptured, not claimed, not available for claim or disallowed to Taxpayer because of (i) any act or failure to act of Lessee and/or any sublessee or assignee of Lessee, (ii) any change in the legal or tax status of Lessee and/or any sublessee or assignee of Lessee, (iii) breach by Lessee of any of its representations or warranties contained in this Lease, (iv) an Event of Loss, (v) an Event of Default (as hereinafter defined), or (vi) any change in or amendment to tax law, congressionally, judicially, or administratively promulgated, Lessee shall promptly pay to Lessor a revised rental or lump sum amount which, in the reasonable judgment of Lessor (and after deduction of all taxes to be paid by Lessor with respect to such payment), shall have the same net after tax rate of return on a discounted cash flow

basis as would have been realized by Lessor were Lessor entitled and/or able to use the expected tax deductions, credits or other benefits based on the maximum Federal Income Tax Rate applicable to Lessor, in effect during the Lease Term. The obligation to pay such sums to Lessor shall be in addition to all other obligations of Lessee under this Lease and shall continue in full force and effect notwithstanding the termination of this Lease whether by expiration of time, by operation of law or otherwise.

11. Non-appropriations. [Deleted]

12. Indemnification. To the maximum extent permitted by applicable law, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence, whether of Lessor, its agents, servants or successors, tort, strict liability in tort, warranty, contract or any other cause of action with respect to Lessee or a party herein indemnified. Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the Lease whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

13. Assignment. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE EQUIPMENT OR THE LEASE OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON. Any attempted non-consensual Transfer by Lessee shall be void ab initio. No Transfer shall relieve Lessee of any of its obligations under the Lease. Lessor may not sell or assign its right, title and interest in or to this Lease or the Equipment leased herein, and/or sell, grant, or assign a security interest in this Lease or Equipment. Any such sale, grant, or assignment shall be void and of no effect.

14. Default. Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Lessee to pay any Rent Payments or other amounts payable under any Supplementary Schedule for a period of ten (10) days or more, (b) failure by Lessee to perform any term or condition hereunder, it being agreed that default under one Supplementary Schedule shall constitute a default under this Lease and all associated Supplementary Schedules with Lessor, (c) the inaccuracy of any material representation or warranty made by the Lessee or any guarantor hereof in connection with any Supplementary Schedule hereunder, (d) Lessee's attempt to make an assignment of this Lease or any Supplementary Schedule or sublease any Equipment without Lessor's prior written consent, (e) Lessee dissolves or ceases to exist or transfers a major part in value of its assets, (f) Lessee becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (g) an adverse change in Lessee's or any guarantor's financial condition as will, in the good faith judgment of Lessor, impair the Equipment or increase the credit risk involved, (h) failure by Lessee to obtain or maintain any insurance required by Lessor under any Supplementary Schedule hereunder, (i) any guarantor of any of Lessee's obligations under any Supplementary Schedule defaults in the performance of any covenant or obligation hereunder, or (j) Lessee files a UCC-3 termination statement without the prior written authorization of Lessor.

15. Remedies. Upon the occurrence of an Event of Default, Lessor may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Lessee of the

applicable covenants and terms of this Lease, (b) retake immediate possession of the Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (c) cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease, (d) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Rent Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any Equipment as Lessor in its sole discretion may determine and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar Equipment owned or leased by Lessor, or (f) by notice in writing to Lessee, cancel this Lease whereupon all right and interest of Lessee in or to the possession or use of the Equipment shall absolutely cease. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default and as partial damages for breach, a sum equal to the unpaid balance of Rent Payments for the remaining Lease Term (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such rentals or proceeds are attributable to the balance of the Lease Term.

Further, Lessor shall be entitled to recover from Lessee and Lessee agrees to pay: (i) any and all damages which Lessor shall sustain by reason of any such default or breach by Lessee, (ii) a reasonable sum for attorneys' fees, and (iii) such expenses as shall be expended or incurred by Lessor in the seizure, rental, storage, transportation, sale of Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lessor.

The remedies herein provided in favor of Lessor in the event of Lessee's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

If any sum due to Lessor hereunder is unpaid after its due date, Lessor may, at Lessor's option, collect a delinquency charge of up to the greater of ten dollars or interest at the rate of 10% per annum or at the highest rate permitted by law if less than 10%; provided, however, that Lessor may not charge any amounts in excess of those permitted by law. All such charges shall be payable forthwith as additional sums due hereunder.

16. Notices and Waivers. All notices relating to this Lease shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown herein or to another address subsequently specified in writing by the appropriate party hereto. A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this Lease shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

17. Entire Agreement, Modification. This Agreement, and any exhibit, Supplementary Schedules, supplement or addendum attached hereto are intended as a full and complete expression of and constitute the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, warranties, terms and conditions, both oral and written, are merged and incorporated into this Agreement, and no such oral or written understanding, agreement, promise, representation, warranty, term or condition not specifically set forth herein shall be binding upon the parties. No agent or employee of any third party (including without limitation the supplier of the Equipment, sales representatives or any agent of such supplier) is authorized to bind Lessor to this Agreement, or to waive, modify or add to the terms and conditions printed herein. Lessee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No representations as to the Equipment or any other matter by the supplier shall in any way affect the Lessee's obligations to perform including the payment of the Lease obligations set forth herein. This Agreement and

any waiver, modification or an addition to any of its provisions shall not be valid unless in writing and signed by an authorized officer or manager of Lessor. Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment to be leased, the quantity thereof and to fill in any blank spaces and make corrections on this lease or in the related Supplementary Schedules and to date same.

18. Lessee's Financial Information. Lessee agrees to furnish from time to time such information regarding the financial condition of Lessee as Lessor may reasonably request.

19. Covenants and Warranties. Lessee represents and warrants to Lessor that it has power to execute, deliver and perform each Lease, that all required procedures for execution of this Agreement, including competitive bidding, if applicable, have been complied with, and that all Rent Payments and other sums due hereunder will be paid out of funds which are legally available for such purposes. Additionally, Lessee represents, covenants and warrants that: (i) Lessee is a State or fully constituted political subdivision or agency of the State of the Equipment location within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (ii) this Lease and all related documents have been fully authorized and constitute valid legal and binding obligations of Lessee, enforceable in accordance with their terms; (iii) the person executing this Lease and any Supplementary Schedules and related documents on behalf of Lessee has been given authority to bind Lessee; (iv) there are no actions or proceedings pending or threatened against Lessee

which, if adversely determined, will have a material adverse affect on the ability of Lessee to perform its obligations under a Lease; (v) the obligation of Lessee to pay Rent Payments shall constitute a current expense of Lessee and is not in contravention of any applicable limitation of indebtedness; and (vi) Lessee will be the only entity to use and operate the Equipment during the Lease Term and solely to perform essential governmental functions.

20. Miscellaneous. Each lease shall be governed by the laws of the State of Arkansas. Lessee hereby waives a trial by jury in any litigation between Lessee and Lessor with respect to this Lease. Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and documents as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder, and Lessee hereby irrevocably appoints Lessor, its agents, successors or assigns, its true and lawful attorney-in-fact for the limited purpose of filing on behalf of Lessee any and all UCC Financing Statements, which in Lessor's sole discretion, are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Where so provided by law, Lessor may execute and file evidence of its ownership to said Equipment. Any provision of this Lease prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease. Lessee represents that the Equipment is being leased hereunder for business purposes and agrees that under no circumstances shall this Lease be construed as a consumer contract.

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. LESSEE MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.

Acknowledgement Lessee hereby certifies that he/she has read and agrees to all of the terms and conditions set forth on pages 1-3 of this CompleteLease Agreement.	Accepted By THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR.
Lessee Name WASHINGTON COUNTY, ARKANSAS	Lessor Name AT&T CAPITAL SERVICES, INC.
Name and Title (please print) <i>Marilyn Edwards, Washington County Judge</i>	Name and Title (please print)
Signature <i>Marilyn Edwards</i>	Signature

OPINION OF COUNSEL

With respect to that certain Muni CompleteLease ("Lease") dated _____ by and between AT&T Capital Services, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a State or a fully constituted political subdivision or agency of the State of the Equipment Location described in the Agreement hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, and, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

[Signature]

Attorney for Lessee

APPROVED AS TO FORM *[Signature]*
JAN 14 2016
WASHINGTON COUNTY ATTORNEY



AT&T Capital Services, Inc.
 2000 W. AT&T Center Drive
 Hoffman Estates, IL 60192-5000
 Office: 800/346-8082
 Fax: 847/

Insurance Request

Muni

Complete Lease Agreement



Number: 3910200-004

Dated: December 18, 2015

Lessee

Customer full legal name WASHINGTON COUNTY, ARKANSAS				
Telephone number 479-530-7911		Fax number		
Contact Name JOHN LUTHER		E-Mail Address jluther@co.washington.ar.us		
Address 280 NORTH COLLEGE		City FAYETTEVILLE	State AR	Zip 72701
Equipment location, if different from above 280 NORTH COLLEGE		City FAYETTEVILLE	State AR	Zip 72701

Equipment Detail

Equipment Description (Include make, model, serial no., as more specifically described on any equipment purchase agreements or purchase orders) 911 VESTA SYSTEM WITH INSTALLATION AND TRAINING
Equipment Supplier AT&T CORP.

Insurance

Insurance Company/Agency		Agent/Broker Name		
Address	City	State	Zip	Telephone Number
Carrier (If different from above)	Policy Number	Expiration Date		

Please notify your insurance company to forward a copy of your insurance certificate to our office.

Policy Limits

Please amend the above policy to include coverage on the above-described Equipment as follows:

PHYSICAL DAMAGE COVERAGE in the amount of: the full replacement value of the Equipment
COMPREHENSIVE GENERAL LIABILITY COVERAGE in the amount of: \$1,000,000 (combined single limit)

Please issue to Lessor at its address shown above, an endorsement to the above policy (1) naming Lessor as additional insured and loss payee, as its interest may appear on the Equipment, and (2) agreeing to give Lessor thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy.

Acknowledgment

We appreciate your cooperation in attending to this matter as quickly as possible.

Lessee Name WASHINGTON COUNTY, ARKANSAS
Name and title (please print)
Signature



AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-5000
Office: 800/346-8082
Fax: 847/326-0543

ACCEPTANCE CERTIFICATE

To Lessor: The undersigned Lessee hereby certifies that all Equipment described in Muni CompleteLeaseSM Agreement No. 3910200-004 has been delivered to Lessee and installed; that the Equipment has been inspected by Lessee and is in good operating order; and that the Equipment is accepted by Lessee for all purposes under the Lease. Lessee hereby directs Lessor to pay the vendor for the Equipment.

Lessee Name WASHINGTON COUNTY, ARKANSAS	
Description of equipment 911 VESTA SYSTEM WITH INSTALLATION AND TRAINING	
Name and title (please print)	Date
Signature	Lease # (Office use only)

UPON ACCEPTANCE, PLEASE MAIL THIS CERTIFICATE TO:

CLAUDIA RODRIGUEZ
AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Location No. 4C31D
Hoffman Estates, IL 60192-5000

ADDENDUM

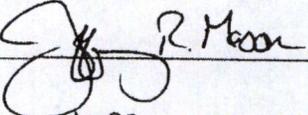
1. Notwithstanding anything herein to the contrary, if any party is required to take legal action to enforce the provisions of this contract, then the prevailing party shall be entitled to recover all costs and expenses, including attorney's fees.
2. Notwithstanding anything herein to the contrary, no indemnification or arbitration provisions shall be effective.
3. Notwithstanding anything herein to the contrary, Arkansas law shall apply and venue shall lie in Washington County, Arkansas.
4. Notwithstanding anything herein to the contrary, Washington County shall not be obligated to pay any interest nor is it by the execution of the agreement herein as it is prohibited from doing such by Arkansas law.
5. Notwithstanding anything contained in this Agreement to the contrary, if the Washington County Quorum Court fails to appropriate funds for subsequent periods within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period.

The Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

WASHINGTON COUNTY, ARKANSAS

BY: 
MARILYN EDWARDS, County Judge

AT&T Capital Services, Inc.
(COMPANY)

BY: 
Jeffrey R. Mason, President

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 2-47 TO INCLUDE
A PARENTAL LEAVE POLICY IN THE
EMPLOYEES HANDBOOK.**

WHEREAS, Washington County recognizes the importance of family relationships to its employees; and,

WHEREAS, Washington County further recognizes the need for a primary caregiver to bond with a child immediately after the child's birth or Placement for adoption; and,

WHEREAS, it is the desire of the Quorum Court to amend the personnel policy to reflect this recognition.

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

ARTICLE 1. Washington County Code Section 2-47 is hereby amended to include the following Parental Leave Policy in the Washington County Employee Handbook:

PARENTAL LEAVE POLICY

Washington County is firmly committed to protecting the rights of expectant parents and complying with *Title VII of the 1964 Civil Rights Act* as amended by the *Pregnancy Discrimination Act of 1978* and the *Americans with Disabilities Act (ADA)*. Washington County's policy provides eligible employees with a period of paid time off for activities related to the care and well-being of their newborn or adopted child. Parental leave may be utilized in conjunction with other paid and unpaid leave entitlements.

Washington County will provide up to eight (8) weeks paid parental leave to an eligible employee serving as a primary care giver following the birth or adoption of a child. The benefit amount will be base salary determined by regularly scheduled hours of work. Eligible employees must have been employed at least one (1) year and for at least 1,250 hours during the preceding 12 month period. This policy does not provide a benefit for guardianships, conservatorships or foster children.

Eligible employees who meet the service requirements must use the parental leave in the first twelve (12) weeks following the birth or adoption of a child. If both parents work for Washington County, then only one parent can be designated as a primary caregiver. Parental leave will be considered if it is applicable for the following reasons:

- the birth of the employee's child and in order to care for the child,
- the placement of a child with the employee for adoption

An eligible employee is defined as a natural parent or a new adoptive parent who is the primary caregiver. "Parent" shall be defined by state law. An individual who adopts a spouse's or partner's child(ren) is not eligible for this benefit.

A primary caregiver is defined as someone who has primary responsibility following the birth or the taking of the child into the custody, care or control of the parent(s) for the first time.

In all cases, the employee requesting leave must notify the supervisor of a need for leave. In addition, the employee intending to take parental leave because of an expected birth or adoption/placement must submit appropriate documentation (e.g. medical certificate, adoption decree, etc.) at least thirty (30) days before the leave is to begin, except in instances where such information is not reasonably available to the employee.

To ensure accurate and timely payment, the employee is responsible for submitting all of these forms to the HR office at least thirty (30) days in advance of the first day of leave. Parental leave will run concurrently with associated Family and Medical Leave. The employee must use his or her accrued vacation and sick time following the paid parental leave before going on a leave without pay status.

During a period of parental leave, an employee will be retained on the Washington County health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make contributions that s/he made to the plan before leaving. On an employee's return to work, premiums that are in arrears and due to Washington County will be withheld at twice the normal premium rate until the amount owed has been fully reimbursed.

When the employee returns to work, he or she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Provided, however, that in the event of a layoff, reorganization, downsizing or other cases where the employee's position has been permanently eliminated for reasons not connected to his or her leave, the County has no obligation to reinstate the employee. Please note that Washington County cannot guarantee that an employee will be returned to his or her original job. A determination of whether a position is an 'equivalent position' will be made by Washington County.

If the employee fails to return to work for 30 days after the expiration of the leave, the employee will be required to reimburse Washington County for payment of health care premiums during the leave, unless the reason that the employee fails to return is the presence of a serious health condition which prevents the employee from performing their job or to circumstances beyond the employee's control. Standard FMLA certification rules will apply. Should the employee not return to work when released by a physician, they shall be considered to have voluntarily terminated their employment with Washington County.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: Daniel Balls

Co-Sponsor: Eva Madison, Sue Madison

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

ORDINANCE NO. 2016-_____**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 2016.**

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 2016 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 2016 for the respective municipalities within Washington County, Arkansas (see attached appendix for breakdown):

Real Estate/Personal Property

- | | |
|------------------|-------------|
| (A) Fayetteville | 6.8 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 2016 for the respective school districts within Washington County, Arkansas:

	<u>Real Estate/Personal Property</u>		
	<u>Debt</u>	<u>M & O</u>	<u>Total</u>
(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

ARTICLE 4. The levy of taxes for 2016 is in accordance with State law.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

CITY MILLAGES 2016

	REAL ESTATE	PERSONAL
Fayetteville	6.8	
Springdale	8.2	
Elkins	5	
Greenland	2.9	
West Fork	5	
Winslow	3	
Farmington	5.0	
Tontitown	3	
Elm Springs	5	
Johnson	5.0	
Prairie Grove	6.50	
Lincoln	6.5	
Goshen	0	

SCHOOL MILLAGES 2016

	Total	Debt	M & O
Fayetteville # 1	45.65	20.65	25.0
Farmington #6	42.60	17.60	25.00
Elkins #10	44.2	19.2	25.0
Prairie Grove #23	42.9	17.9	25.0
Lincoln #48	42.7	17.7	25.0
Springdale #50	40.50	15.50	25.00
Greenland #95	39.5	14.5	25.0
West Fork #141	40.6	15.6	25.0
Benton County #21	45	20	25

COUNTY MILLAGES 2016

County General	
County Road	
County Library	

ORDINANCE NO. 2016-_____

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 REVENUES AND APPROPRIATING MONIES FOR THE EXPENDITURES IN EACH FUND FOR WASHINGTON COUNTY, ARKANSAS, FOR THE YEAR 2017, AND ADOPTING A BUDGET FOR THE VARIOUS DEPARTMENTS REFLECTING THE LINE ITEM EXPENDITURES THEREOF.

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

ARTICLE 1. The Quorum Court of Washington County, Arkansas, has prepared a County Budget for the Year 2017 for all funds, said budget reflecting the anticipated revenues of Washington County and the line item expenditures authorized for each department within each fund of said County, the number and compensation of deputies and County employees and the compensation of County Officers.

ARTICLE 2. A copy of the said 2017 Budget for each fund with approved amendments shall be on file in the County Clerk's Office.

ARTICLE 3. The said 2017 Budget is hereby incorporated herein and adopted in full, and all expenditures reflected therein are authorized to be expended.

ARTICLE 4. The 2017 Budget Controls are hereby adopted and incorporated herein as if set out word for word.

ARTICLE 5. The Collector's Unapportioned Fund is a fund separate and apart from the above funds as administered by the County.

ARTICLE 6. If any part of this Ordinance is held invalid, such invalidity will not affect any other portion of this Ordinance.

ARTICLE 7. All laws and parts of law in conflict with this Ordinance are repealed.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____ Rick Cochran

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstentions: _____ Absent: _____

ORDINANCE NO. 2016-_____

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

AN EMERGENCY ORDINANCE RATIFYING A CONDITIONAL USE PERMIT GRANTED BY THE PLANNING AND ZONING BOARD.

WHEREAS, the Planning and Zoning Board granted a Conditional Use Permit on November 10 for Huntsville Road Storage; and,

WHEREAS, immediate ratification is necessary by the Quorum Court to prevent undue delay and expense to the applicant; 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 Huntsville Road Storage granted by the Planning and Zoning Board is hereby ratified.

ARTICLE 2. Emergency Clause: It is hereby determined that it is the public's best interest for this ordinance to be effective immediately; and the general health, safety and welfare of the citizens are affected by such for the reasons as set out above; therefore, an emergency is declared to exist and this ordinance shall be and is effective from the date of its passage.

MARILYN EDWARDS, County Judge

DATE

BECKY LEWALLEN, County Clerk

Sponsor: _____ Butch Pond

Date of Passage: _____

Votes For: _____ Votes Against: _____

Abstention: _____ Absent: _____

Huntsville Road Storage (Eastside Self Storage) Conditional Use Permit

The Planning Board/Zoning Board of Adjustments approved the **Huntsville Road Storage (Eastside Self Storage) Conditional Use Permit (with conditions) on November 10, 2016.**

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

Fayetteville

b. Huntsville Road Storage (Eastside Self Storage) CUP

Conditional Use Permit Request

Location Address: E Huntsville Rd

Approximately 4.22 acres. Proposed Land Use: Commercial Storage Units

Project #: 2016-325 Planner: Courtney McNair email:

CMcNair@co.washington.ar.us

Huntsville Road Storage (Eastside Self Storage) is requesting Conditional Use Permit Approval and Preliminary Large Scale Development Approval to allow 3 storage unit buildings (each approximately 12000 sq ft in size) on two parcels that total approximately 4.22 acres in size.

The applicant is also proposing a 6-foot tall chain link fence with a planting screen, security gate with key pad, and security cameras. They plan some outdoor storage (vehicle) along the north side of the proposed development.

This project is located in the City of Fayetteville's Planning Area, and adjacent to the City of Fayetteville. The developer plans to use parcels within the City Limits to access the proposed storage facility. They are also proposing an internally lit sign, security gate and keypad, and detention pond that are related to the storage facility, within the City Limits.

The Washington County Fire Marshal's Office requires that two hydrants be placed on site in order to meet State Fire Code, and fire extinguishers are required to meet 75 feet of travel distance. The applicant will be required to meet all City of Fayetteville standards in order to extend the water main to service the required hydrants.

The plans also show a gate near the entrance of the proposal for access control and security. This gate is required to be siren activated. Specifications have been submitted, and are under review by the Washington County Fire Marshal.

Traditionally Architect plans are required at Preliminary Large Scale Development. The developer will be getting these plans if approval is granted. The architect plans shall be submitted prior to construction. The plans must be reviewed and approved by the Washington County's Fire Marshal's Office. Preliminary Large Scale Development will not be considered fully approved until the architect plans are reviewed and approved by the Fire Marshal if the Planning Board approves the CUP and Preliminary LSD at the meeting.

No restroom facilities are proposed for this site. No soil work has been performed.

The surrounding uses are primarily single family residential. There is also some agricultural and residential agricultural (to the north and east), and light commercial uses (within the City Limits). The site is currently vacant with no structures.

The adjoining property use to the north is residential; to the east is light commercial (a repair type shop), residential, and agricultural; to the south is The Bar-B-Q Place, a small restaurant (within the City Limits); across Huntsville Road is residential; and to the west is a residential mobile home park.

All neighbors within 300 feet of the boundary of this property were notified by certified mail of this proposed project.

Two neighbors called with general questions. One neighbor submitted comments in favor of the project, but asking that the existing vegetation on the north property line be left intact. The applicant has agreed to leave much of that vegetation.

Two neighbors had additional concerns. One adjacent to the north property line, and one adjacent to the east property line. The applicant met with these neighbors to discuss these concerns, and staff has received comments from one of these neighbors. The applicant and neighbors have agreed on some additional conditions that were updated at the Board meeting.

There have been no comments submitted by opposed neighbors.

Staff had several concerns when this project was initially submitted about the compatibility of this type of use with the surrounding residences. The applicant has taken several steps that staff feels will help mitigate these concerns. The applicant is proposing to leave existing vegetation in most areas, and is adding a planted chain link fence for security and screening along the west property line. They have also submitted a Landscape Maintenance plan to keep the vegetation in good condition, and a Grounds-keeping Maintenance Schedule with daily and weekly cleaning detailed. Some additional conditions regarding screening and lighting were recommended at the Board meeting, and the applicant is in agreement with these conditions.

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.

The Planning Board/ Zoning Board of Adjustments approved (5 members voted “in favor”, 0 members voted “against”, 2 members were not present, 0 members abstained) the project with the following conditions:

Water/Plumbing/Fire Conditions:

1. Washington County Fire Marshal's Office requires that two hydrants be placed on site in order to meet State Fire Code. The hydrant in back to be brought up to the edge of the drive, out of the parking area in back, and put some concrete pillars around it so no one can hit it.
2. Fire extinguishers are required to meet 75 feet of travel distance. The extinguishers must be added to the LSD plans.
3. The applicant will be required to meet all City of Fayetteville standards in order to extend the water main to service the required hydrants.
4. The water line must be an 8-inch line all the way through the site, and loop offsite to the 8-inch line in the trailer park (not the 4" line). This will need to be updated on the plans.
5. All required easements must be obtained prior to construction plan approval.
6. The entrance gate is required to be siren activated.
7. The Siren Box needs to be set for 15 minutes (be in the stay in the open position for 15 minutes after activation). It must be in YELP mode. The applicant must contact the Fire Marshal for live test every three months per manufacture specifications.
8. No turn radius can be less than 38-feet throughout the proposal
9. No parking is allowed on the entrance drive.
10. In addition to the “no parking” signs shown on the plans, there should be a “no parking” sign on the gate itself, and additional areas may need to be marked if they must be kept clear for fire apparatus access.

11. All drives must be a minimum of 26-feet wide and must be compacted to support 75,000lbs in all weather conditions. A statement will be required at Final LSD regarding compaction.
12. Architect plans shall be submitted prior to construction. Must be reviewed and approved by the Washington County's Fire Marshal's Office.

Sewer/Septic Conditions:

1. No restroom facilities are approved with this proposal.
2. There must be no interference with the large sewer transmission line crossing the property.

Electric/Gas/Cable/Phone Conditions:

1. **Generally, any damage or relocation of existing facilities will be at the owner's expense.**
2. **Ozarks Electric also commented that any power line extension that has to be built to the 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. Ozarks also provided a diagram to the engineer that showed easements needed to supply power and keep existing utilities in the U.E. These have been updated on the plans.**

Roads/Sight Visibility/Ingress-Egress/Parking 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.

Drainage Conditions:

1. The Washington County Contract Engineer has reviewed the corrected drainage report for this project and had an additional comment, "Pre vs Post Study Point No 1 shows an increase of 6.54 cfs and decrease in flow at Study Point No 2 due to a portion of pre-development subbasin 2 being routed to the proposed detention area. A third study point should be considered downstream that incorporates the subbasins and any additional off-site areas to determine the overall pre vs post condition flows. This would account for routing water through all subbasins within the development and determining the peak flow leaving the site. See attached marked-up exhibits from the drainage report as an example for Study Point No 3."
2. This project must also comply with all City of Fayetteville requirements. A grading permit will be required through the City of Fayetteville for work on the proposed detention pond.

City of Fayetteville Engineering Conditions:

1. Part of this project is located within the City of Fayetteville city limits. The portion of this project proposed in the city limits includes the addition of approximately 22,000 square feet of new impervious surface. This portion of the project will be required to show compliance with the 4 minimum standards of the city's drainage criteria manual and will be required to submit a grading permit application for review and approval prior to start of work. The applicant should review the recent changes to the drainage manual located here prior to detailed design work: <http://www.fayetteville-ar.gov/DocumentCenter/Home/View/10546>.
2. The remaining portion of this project is located outside the city limits and should meet all drainage requirements per county standards. The portion of this project located in the county is proposed to drain back into the city limits, be detained in an earthen pond, and be released within the city limits. Therefore, the drainage design for the county portion of this project must be reviewed and approved as part of the grading permit for the city of Fayetteville as mentioned above to ensure compliance with county standards.

Environmental Conditions:

1. At this time, no stormwater permit is required by Washington County; however, the applicant must comply with all rules and regulations of the Arkansas Department of Environmental Quality (ADEQ).

Signage/Lighting/Screening Conditions:

1. Additional lighting information is needed. In addition to an updated lighting diagram, staff has asked the applicant to indicate whether the lights will be on 24/7, or if they will be timed or motion activated.
2. 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.
3. The applicant must leave the existing vegetation intact on the north and east property lines
4. The applicant must leave a portion of the south property line vegetation intact, as indicated on the plans.
5. For screening purposes, the applicant must plant a screening buffer, along a 6-foot high chain-link fence on the east property line, as indicated in the plans.
6. A sign is proposed to be located within the City of Fayetteville portion of the site, near Highway 16 E. (Huntsville Road). The applicant is aware that this sign is contingent on City of Fayetteville rezoning approval, and that they must follow all City of Fayetteville requirements regarding the proposed sign.

Standard Conditions:

1. This project should be developed generally as stated in the applicant's CUP letter, as detailed on the plans, and with additional conditions proposed by staff. It is understood that there may be slight variations.
2. Pay neighbor notification mailing fees (\$185.85) within 30 days of project hearing. Any extension must be approved by the Planning Office (invoice was mailed to applicant on 11/1/16).
3. Pay engineering fees. This total will be calculated at the Final LSD phase for this project once all invoices are received.
4. Any further splitting or land development not considered with this approval must be reviewed by the Washington County Planning Board/Zoning Board of Adjustments.
5. A statement from the applicant, owner, architect or engineer must be submitted prior to the building being occupied that says the building, parking, and access, are in compliance with all ADA regulations.
6. Hours of operation must be generally as stated (7:00 am- 8:00 pm).
7. The Landscape Maintenance and Grounds-Keeping Maintenance Schedule must be generally followed as proposed.
8. This CUP must be ratified by the Quorum Court. No CUP is fully approved until it is ratified by the Quorum Court and the appeal period has passed.
9. The 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.
10. It is the applicant's responsibility to contact the Planning Office when inspections are needed.
11. All conditions shall be adhered to and completed in the appropriate time period set out by ordinance.
 - o This project requires additional review (Subdivision or Large Scale Development), and therefore, the applicant must submit for Preliminary project review within 12 months of this CUP project's ratification.

Additional Conditions agreed upon by the applicant and neighbors:

1. Regarding the neighbors to the North:
 - Lighting: We ask that every possible effort be made to use a lighting design that keeps lighting on the site, thereby minimizing the lighting impacts to our property. Following our conversation with Nathan and visit to the site, we are more assured that the proposed lighting will be well contained to the site with the current design which locates lights at the corners of the buildings and directs the lighting in a downward cast.
 - Vegetative buffer and clearing: We request that every effort be made to minimize the removal of vegetation along our property boundary. We agree with the guideline of removing vegetation of 4" diameter or less, which has been applied to other property boundaries. We would like to see that same guidance applied along our property boundary as well. We had a great discussion with Nathan with regard to the vegetative buffer and he invited us to come out again when they begin working on the fencing to further provide input on the vegetative clearing. We sincerely appreciate his willingness to continue the conversation about the vegetative buffer.
 - Fencing: After meeting with Nathan, visiting the site and discussing the vegetative buffer options, we feel much more at ease about the fencing. We agree with the proposed 6' chain-link fence with Carolina jessamine planted as an additional vegetative buffer (on the north line in addition to the west line).

2. Regarding the neighbors to the East:
 - Prefer to be as close to the existing fence/property line as possible. Under-brush may be cut back, but large trees must be protected.
 - Prefer to have barbed wire on top for added security.
 - Keep the grading as close to three feet of fill or less to minimize impact to adjacent residences on the South / East side.