



CITY COUNCIL MEETING

August 08, 2023 at 6:00 PM

City Hall

AGENDA

CALL TO ORDER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) JULY 11, 2023 CITY COUNCIL MEETING MINUTES

DEPARTMENTAL REPORTS

- [2.](#) POLICE DEPARTMENT
- [3.](#) FIRE DEPARTMENT
- [4.](#) BUILDING OFFICIAL
5. PUBLIC WORKS
6. SPECIAL COMMITTEES
- [7.](#) CITY CLERK/TREASURER
8. CITY ATTORNEY
9. MAYOR

UNFINISHED BUSINESS

NEW BUSINESS

- [10.](#) **RESOLUTION 2023-7: A RESOLUTION SELECTING MCCLELLAND CONSULTING ENGINEERS TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE CITY OF JOHNSON, ARKANSAS, AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE SAME.**

PUBLIC COMMENT

MOTION TO PAY BILLS

MOTION TO ADJOURN



CITY COUNCIL MEETING

July 11, 2023 at 6:00 PM
City Hall

MINUTES

CALL TO ORDER

Mayor Keeney called the meeting to order at 6:00 PM. Present were Council Member Dan Cross, Council Member Bob Fant, Council Member Katherine Hudson, Council Member Angela Perea, Council Member Sean Engle, and Council Member John Wright. Also present were City Clerk/Treasurer Jennifer Allen, Police Chief Chris Kelley, Fire Chief Chance Wright, Building Official Clay Wilson, and City Attorney Justin Eichmann.

APPROVAL OF AGENDA

Mayor Keeney asked for a motion to approve the agenda. Motion made by Council Member Wright, Seconded by Council Member Cross. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle.

APPROVAL OF MINUTES

1. JUNE 13, 2023 CITY COUNCIL MEETING MINUTES

Mayor Keeney asked for a motion to approve the minutes of the June 13, 2023 City Council Meeting. Motion made by Council Member Hudson, Seconded by Council Member Cross. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle.

DEPARTMENTAL REPORTS

2. POLICE DEPARTMENT

Community Policing:

Patrols were conducted of residential and business areas daily.

“Blue Lights and Backpacks” community event scheduled for July 8th was a success. Chief Kelley thanked the Fire Department, sponsors and all those who made it a success. Made over \$600. Next task is identifying needy families in the community and looking forward to the next event.

Enforcement:

Based on community complaints, Officers enforced speed violations throughout the city. JPD enforced Truck Route violations of truck traffic coming off Johnson Mill/Wilkerson/Elmore and onto Main Dr.

Fleet Update:

Installation/upfit of emergency equipment for the 2022 Ford PIU's is continuing. One of the PIU's is nearing completion and will be deployed to the Fleet shortly.

Personnel update:

One applicant is currently in the background investigation phase.

Currently advertising for two vacant Police Officer positions. Utilizing Facebook, Instagram, and Indeed for advertising.

Qualification/Training:

Will be conducting defensive tactics training with our in-house instructor in July.

2 Officers attended Glock Armorer's Course in June.

1 Officer received Patrol Rifle training and is certified to carry the AR15 rifle.

1 Officer was certified as a Taser Instructor.

3. FIRE DEPARTMENT**Community Events:**

Blue Lights and Backpacks great event with the PD.

Attended Stacy Lewis Invitational at the Blessings Golf Course. Provided First-Aid and BLS services.

Employment update:

Added 2 additional Part-Time Employees

Fleet Update:

Brush Truck 1 is out of service due to a Transmission leak and power steering leak - waiting for parts.

Ladder Truck 1 is out of service with a broken leaf spring awaiting second opinion on Turbo.

Fayetteville Engine 5 is out of Service with oil leak.

Engine 2 is scheduled to be fixed by July 28th, 2023 as long as parts arrive on time. Getting crane to take the body off.

Training:

Chief Wright Completed 2-week Inspector 1 course.

Jordan Womack is currently in EMT school.

4. BUILDING OFFICIAL

Building Permits: 2 (new homes); Mechanical Permits: 12; Inspections: 38; Finals: 5 (2 new homes)

Inspected all traffic light battery backups (all passed). Started generators, MS4 inspections after rain events. Multiple calls with the city attorney and the city engineer. Attended a meeting with future developers. Zoom meeting with MS4 compliance group, had 2 cobra lights converted to led lights at the bypass. Also issued 3 citations to Wrights BBQ for MS4, grading runoff and Large-Scale Development violations. Ordered the new ICC code books and new fire code books. They are being reviewed for any major changes, so the city can adopt

them soon.

Vehicle maintenance:

Police department - 1 oil change and a low beam headlight

Public works - order 2 power steering hose for one the 1-ton trucks

Issued 3 citations for Wright's Barbeque all regarding Clay to list them again 2 LSD, one expired, other approved and decided to not get the building permit.

Circle K covered up a manhole, buried by 8 feet and Springdale water will not sign off until it is brought up the 8 feet.

5. PUBLIC WORKS

Guys are mowing, doing limb pick up twice a month, and working on final grading in park.

Repaired and replaced several large areas on Slape Street, by removing concrete and packing the holes, but it will need an overlay. They have been sealing roads in other areas of town as time permits. Equipment is in good shape, and everyone is healthy again.

6. SPECIAL COMMITTEES

Planning Commission Chair Dan Cross said the City has been struggling with the City Engineer for accuracy and timeliness for quite a while, also slow with PC requests. After discussion it was unanimously approved to sever the contract and hire a new city engineer.

Cross said Council Member Engle had asked the PC to look at RV parking restrictions. After discussion it was Current code is in line with surrounding cities. No citations have been issued, PC opted to leave it as is and not look any deeper.

7. CITY CLERK/TREASURER

State Turnback has been received, Property Tax and Sales Tax have not.

James McKean, Legislative Auditor, is at work on the 2020, 2021, and 2022 audits. A site visit for fixed asset review has been completed. He is now working on the Court section of the audit.

8. CITY ATTORNEY

Regarding Wilkerson and Main project ROW/UE acquisitions - Cassie Elliott works on the acquisitions - she has the one on one with the property owners. We have people that are not communicating so there are four properties to move on to condemnation proceedings. In condemnation, the appraiser has valued the property and we give a check to the court for this amount to hold and proceed with the project. Hopefully this process will bring them back to the table and get it resolved. The City has a timeline and has got to get this done. The four properties involved belong to 12:34 NWA Property Holdings, Colvin Properties, Short, and Walker. Mayor Keeney asked for a motion to authorize City Attorney Eichmann to proceed with the filing of these four condemnation proceedings. Motion made by Council Member Cross. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle

9. MAYOR

Park update: hopefully 4 to 5 weeks out from opening. Project is currently \$80K under budget. Mayor Keeney asked for a motion to spend \$58,000 to pave and get new goals for the basketball court. Motion made by Council Member Fant, Seconded by Council Member Hudson. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle.

Ashford Knolls drainage project was put out for bids - none received; one solicited bid came in way too high; looking for other options.

Greenway lighting project - executed agreement is with the federal government.

UNFINISHED BUSINESS

NEW BUSINESS

PUBLIC COMMENT

MOTION TO PAY BILLS

Mayor Keeney asked for a motion to pay the bills. Motion made by Council Member Wright, Seconded by Council Member Cross. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle.

MOTION TO ADJOURN

Mayor Keeney asked for a motion to adjourn. Motion made by Council Member Fant, Seconded by Council Member Hudson. Voting Yea: Council Member Cross, Council Member Fant, Council Member Hudson, Council Member Perea, Council Member Wright, Council Member Engle.

Meeting was adjourned at 6:30 PM.

Respectfully Submitted,

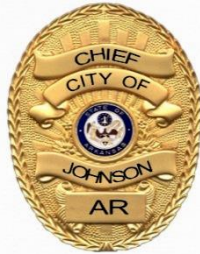
Jennifer Allen CMC, CAMC
City Clerk/Treasurer

Chris Keeney, Mayor

Johnson Police Department

Chief Chris Kelley

Item 2.



July 2023

Investigations update

Cases assigned for investigation this month:	4
Closed cases:	2
Open cases:	9

Calls for Service

Calls for service:	259
Incident reports written:	74
Accident reports written:	5
Arrests (includes Warrant Service)	60

Activity

Criminal Citations:	1
Directed/Extra patrols: (includes vacation checks)	349
Code violations citations:	1
Code violation warnings:	71
Parking- Warnings	1
Traffic- Warnings- Misc. Violations:	75
Traffic- Warnings- Speed:	39
Traffic- Speed citations:	8
Traffic- citations (Total):	22
DWI:	1

Washington County District Court Johnson Division

Warrants-Processed:	35
Warrants-Served:	52

Community Policing

- Patrols were conducted of residential and business areas on a daily basis.
- “Blue Lights and Backpacks” community event was held on Saturday July 8th. Event donations provided enough funds to purchase 30 backpacks and school supplies for families in need. Distribution of backpacks began on July 31 and will continue until all are distributed.
- Johnson PD is now utilizing the Neighbors Public Safety Service (Neighbors app via Ring) to publish safety information. This service can also be used to request investigative assistance from the residents of Johnson. There is no cost for residents to download and use the app on their phones.

Enforcement

- Based on community complaints, Officers enforced speed violations throughout the city.
- JPD enforced Truck Route violations of prohibited truck traffic on Wilkerson St, Elmore St, and Main Dr.

Fleet Update

- Installation/upfit of emergency equipment for the one remaining 2022 Ford PIU is continuing.
- Upfit was completed on one Ford PIU and it was deployed to the fleet.

Personnel update

- Two applicants are currently in the background investigation phase.
- Currently advertising for two vacant Police Officer position.
- Utilizing Facebook, Instagram, and Indeed for advertising.

Qualification/Training

- Continuing defensive tactics training with our in-house instructor in August and September.
- All officers received refresher training in Less Lethal options and bean bag shotgun deployment.
- Supervisors attended Legislative update (Arkansas Code) training at Fayetteville PD.
- Supervisors completed online training regarding Conflict Management for Supervisors.
- All officers will be attending Supervisor Liability training in August. This training provides an overview of how to prevent, identify and manage legal liability in law enforcement operations.
- All officers will qualify with their firearms in August.



Johnson Fire Department

5810 S. Cardwell Rd. Fayetteville AR, 72704 ph. 479-442-0112

July 2023

Community Events:

- Attended Police Blue Lights and Backpacks

Employment update:

- Added 2 additional Part-Time Employees

Fleet Update:

- Brush 1 is out of service.
- Ladder 1 is out of service.
- Fayetteville Engine 5 is to be returned to Fayetteville.
- Engine 2 is scheduled to be done by 8-15-2023.

Company Level:

A- Shift	15 Hydrants	2 Business Inspections
B- Shift	12 Hydrants	2 Business Inspections
C- Shift	Hydrants – Completed	4 Business Inspections

Training:

- Jordan Womack is currently in EMT School
- Completed Central EMS training on New Stretchers purchased by Rural Fire Association.

Misc:

- Radios to go live 2nd week of September tentatively.

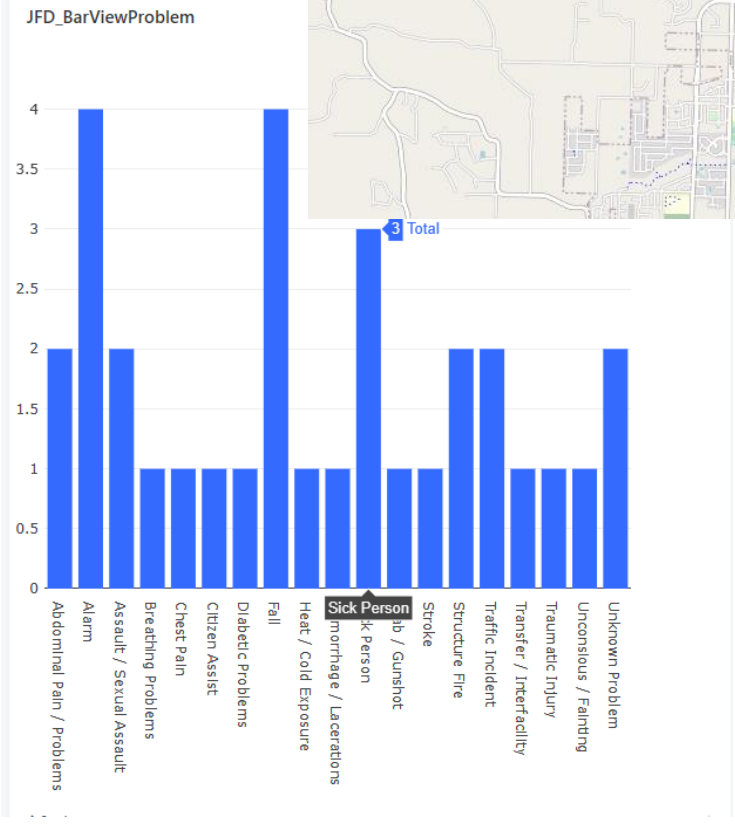
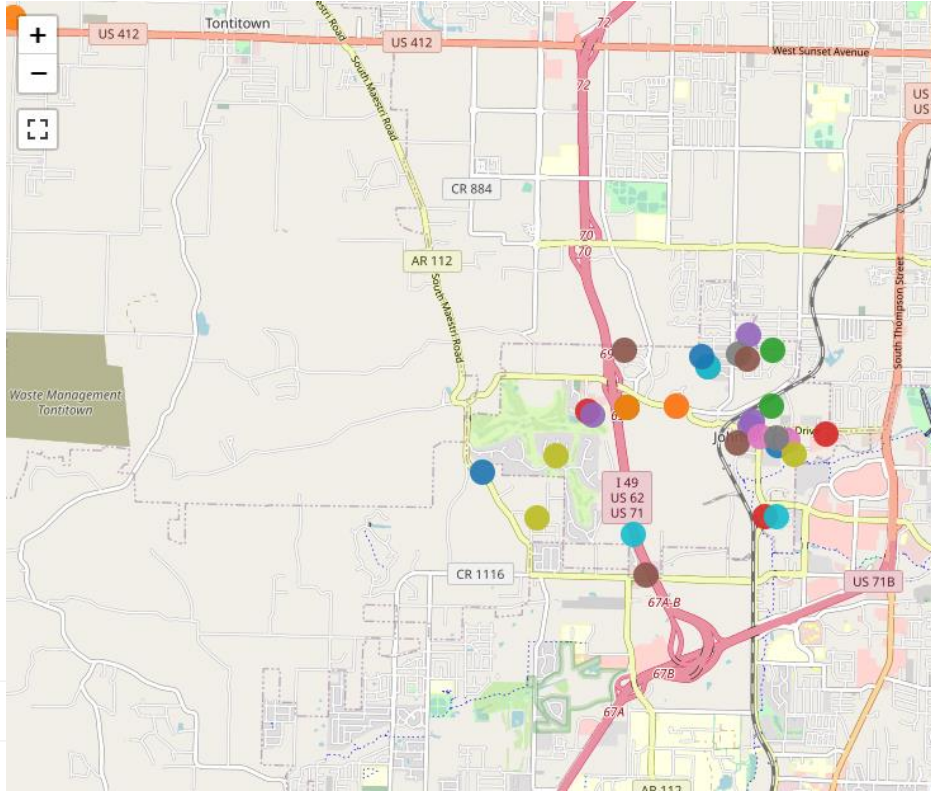


Johnson Fire Department

5810 S. Cardwell Rd. Fayetteville AR, 72704 ph. 479-442-0112

Calls For Service July

Total Calls: 32



Building Official Report

August 1, 2023

Building Permits: 2 (Solar & shed)

Mechanical Permits: 5

Inspections: 19

Finals: 2 (commercial build out & New home)

I inspected all traffic light battery backups (all passed) and installed new inverter in 48th and Johnson mill. Started generators, MS4 inspections after rain events. Held a TPR meeting and attended my yearly 16-hour electrical inspector's class.

Vehicle maintenance:

Police department: 1 oil change

Fire department: no maintenance:

Public works:

Clay Wilson

Building Official

General Fund Monthly Financial Statement

	Current Period Jul 2023 Jul 2023 Actual	Year-To-Date Jan 2023 Jul 2023 Actual	Annual Budget Jan 2023 Dec 2023	Annual Budget Jan 2023 Dec 2023 Variance
Revenue & Expenditures				
Revenue				
Tax Receipts				
Franchise Taxes	34,086.12	212,206.85	325,000.00	112,793.15
Property Taxes	10,564.30	307,738.79	450,000.00	142,261.21
Sales Tax - City	128,950.93	779,363.70	800,000.00	20,636.30
Sales Tax - County	81,125.78	543,800.74	790,000.00	246,199.26
Turnback - State	12,523.76	36,815.83	52,000.00	15,184.17
Fines and Forfeitures				
Animal Impound Fees	0.00	105.00	1.00	(104.00)
Court Costs - Act 1256	3,488.95	24,422.65	35,000.00	10,577.35
Fines	5,241.00	44,703.42	75,000.00	30,296.58
PD Forfeitures	0.00	0.00	1.00	1.00
Restitution	80.00	1,980.00	1.00	(1,979.00)
WA County Booking Fee	1,106.00	5,547.00	1.00	(5,546.00)
Warrant Service Charge	160.00	2,355.10	5,000.00	2,644.90
Fees & Permits				
5% state construction surcharg	4.50	737.04	1,500.00	762.96
Booking Fee from Court	0.00	1,266.00	0.00	(1,266.00)
Building Permits	376.00	41,159.00	50,000.00	8,841.00
Business Licenses	270.00	20,952.50	7,000.00	(13,952.50)
Demolition Permit	0.00	0.00	1.00	1.00
Engineering Fees	0.00	0.00	1.00	1.00
Flood Hazard Permit	0.00	0.00	1.00	1.00
Grading Permit	0.00	0.00	1.00	1.00
Mechanical Permits	342.00	5,193.25	10,000.00	4,806.75
Sign Permits	26.77	712.03	500.00	(212.03)
Submittal Fees	1,300.00	2,800.00	7,500.00	4,700.00
Government Receipts				
FEMA Reimbursement	0.00	0.00	1.00	1.00
Park Match Grant	0.00	180,000.00	225,000.00	45,000.00
PD E-Crash Grant	0.00	11,228.27	1.00	(11,227.27)
Repay Law Enforcement	0.00	0.00	1.00	1.00
Other Revenue				
City Donations	0.00	0.00	1.00	1.00
Community Events	861.00	861.00	0.00	(861.00)
Copy Charges	30.00	170.00	200.00	30.00
Credit Card Service Fee	11.02	369.19	200.00	(169.19)
Fire Dept Donation	0.00	6,250.00	1.00	(6,249.00)
Ins Settlement	0.00	3,350.91	1.00	(3,349.91)
Interest Earned	8,214.19	43,823.22	2,000.00	(41,823.22)
MDA Donations/Pass The Boot	0.00	0.00	1.00	1.00
Misc Income - General	20.00	2,974.92	2,000.00	(974.92)

General Fund Monthly Financial Statement

Misc Income - Sales	0.00	0.00	1.00	1.00
Park Donation	0.00	0.00	1.00	1.00
Police Dept Donation	0.00	6,250.00	1.00	(6,249.00)
Reimburse FD/PD Payroll ARPA	0.00	741,627.73	0.00	(741,627.73)
Reimbursement for PD Security	0.00	0.00	1.00	1.00
Rent - Post Office	0.00	4,900.00	4,200.00	(700.00)
RFA Fire Revnue	0.00	30,000.00	60,000.00	30,000.00
Street Cut Bond/Boring Permit	0.00	450.00	1.00	(449.00)
Surplus Carryover	0.00	0.00	2,000,000.00	2,000,000.00
Trash Bags	192.00	930.00	2,000.00	1,070.00
Revenue	\$288,974.32	\$3,065,044.14	\$4,904,120.00	\$1,839,075.86
Gross Profit	\$288,974.32	\$3,065,044.14	\$4,904,120.00	\$0.00

Expenses

Police Department Expense

CID Expenses	422.17	1,699.97	3,000.00	1,300.03
Computer Server System	0.00	0.00	4,000.00	4,000.00
Equip over \$500 - Police	0.00	7,009.73	6,500.00	(509.73)
Equip over \$500 - Vehicle	0.00	0.00	4,000.00	4,000.00
Gross Wages Police	36,949.94	260,995.61	596,365.00	335,369.39
Gross Wages- Security Reimbur	0.00	0.00	1.00	1.00
IT Expenses	523.25	2,392.50	3,500.00	1,107.50
Law Enforcement Stipend Grant	0.00	0.00	1.00	1.00
Licenses (PD)	0.00	2,935.50	3,900.00	964.50
PD Cell Phone	133.81	1,293.83	2,700.00	1,406.17
PD Equip less \$500 - Police	0.00	891.43	2,010.00	1,118.57
PD Equip less \$500 - vehicle	39.72	202.19	2,500.00	2,297.81
PD Fuel	4,774.51	28,245.77	55,000.00	26,754.23
PD General Expenses < \$500	43.76	1,384.78	2,000.00	615.22
PD Maintenance for equip	0.00	1,722.91	2,000.00	277.09
PD MDT Communications	320.08	1,685.61	6,200.00	4,514.39
PD Membership Dues	0.00	340.00	500.00	160.00
PD New Hire Expense	625.74	7,131.12	8,100.00	968.88
PD Office Expense	703.48	5,736.00	7,000.00	1,264.00
PD Records Management	296.54	2,374.37	6,000.00	3,625.63
PD Safety Equip	0.00	139.45	2,100.00	1,960.55
PD Training	500.00	1,724.00	4,800.00	3,076.00
PD Travel Expense	721.17	1,960.90	2,000.00	39.10
PD Uniforms Expense	70.79	1,851.00	5,000.00	3,149.00
PD Vehicle Insurance	0.00	0.00	5,500.00	5,500.00
PD Vehicle Maintenance	1,644.89	11,090.96	20,000.00	8,909.04
Police Dept Donation	0.00	0.00	6,250.00	6,250.00
Police Overtime Wages	582.98	7,439.48	10,000.00	2,560.52
Purchase New PD Unit	0.00	4,530.55	0.00	(4,530.55)
Repay Law Enforcement	0.00	0.00	1.00	1.00
Tower Rental	0.00	3,828.85	3,650.00	(178.85)
WA County Booking Fees	1,106.00	6,813.00	1.00	(6,812.00)

General Fund
Monthly Financial Statement

Item 7.

WA County Jail Fee	0.00	2,935.69	2,936.00	0.31
Labor Expense				
Gross Wages - Street	120.13	120.13	0.00	(120.13)
Administrative Expense				
5% State Construction	4.28	706.37	1,500.00	793.63
Admin Cell Phone	66.93	601.53	0.00	(601.53)
Admin Expense	34.90	353.22	750.00	396.78
Admin Fuel	0.00	0.00	6,000.00	6,000.00
Building Official Expenses	105.00	364.33	2,500.00	2,135.67
Capital Outlay (over \$500)	0.00	0.00	25,000.00	25,000.00
City Donation Expense	0.00	0.00	1.00	1.00
Credit Card Service Fee	10.73	409.08	350.00	(59.08)
Gross Wages - City	18,340.36	137,552.73	321,465.00	183,912.27
Municipal Code	0.00	8,150.66	10,000.00	1,849.34
Office Expenses - Admin	1,498.88	12,818.63	25,000.00	12,181.37
Overtime Wages- City	0.00	0.00	250.00	250.00
Performance Bond Return	0.00	0.00	1.00	1.00
Petty Cash Expense	0.00	0.00	100.00	100.00
Purchase Admin Vehicle	0.00	0.00	36,500.00	36,500.00
Trash Bags	0.00	0.00	1,500.00	1,500.00
Travel Expenses	871.28	2,531.72	2,000.00	(531.72)
Unemployment Fee	0.00	2,734.00	5,000.00	2,266.00
Fire Department Expense				
Emergency Communication	82.46	577.22	1,500.00	922.78
FD Equip less \$500	0.00	2,318.83	2,000.00	(318.83)
FD Equip over \$500	0.00	0.00	3,000.00	3,000.00
FD Equipment Maintenance	0.00	329.23	5,000.00	4,670.77
FD Equipment Testing	1,373.85	1,373.85	6,250.00	4,876.15
FD Fuel	487.00	3,759.04	10,000.00	6,240.96
FD Medical Supplies	34.99	364.99	1,000.00	635.01
FD Memberships	330.00	455.00	500.00	45.00
FD New Hire	0.00	65.65	4,000.00	3,934.35
FD Office Expense	192.56	1,971.96	5,200.00	3,228.04
FD Personnel Safety Gear	0.00	0.00	14,000.00	14,000.00
FD Records Mgmt System	71.30	3,277.14	3,500.00	222.86
FD Run Pay	0.00	0.00	500.00	500.00
FD Safety Equip	0.00	0.00	1,500.00	1,500.00
FD Station Maintenance	0.00	276.41	8,000.00	7,723.59
FD Station Supplies	302.60	1,328.59	2,500.00	1,171.41
FD Training	594.22	2,336.59	3,000.00	663.41
FD Travel Expenses	0.00	834.95	5,000.00	4,165.05
FD Uniforms	0.00	1,100.64	1,500.00	399.36
FD Utilites	653.78	7,793.52	10,000.00	2,206.48
FD Vehicle Equip less \$500	0.00	0.00	2,000.00	2,000.00
FD Vehicle Equip over \$500	0.00	693.05	4,000.00	3,306.95
FD Vehicle Insurance	0.00	0.00	14,302.00	14,302.00

General Fund
Monthly Financial Statement

Item 7.

FD Vehicle Maintenance	558.61	2,093.85	3,500.00	1,406.15
FD WC Ins	0.00	1,354.00	1,500.00	146.00
Fire Department Donation	1,211.95	2,613.53	6,250.00	3,636.47
Fire Department Overtime	408.51	2,582.28	10,000.00	7,417.72
Fire Truck Payment	10,000.00	70,000.00	110,000.00	40,000.00
Gross Wages- Fire	38,722.60	285,150.71	471,345.00	186,194.29
MDA Donations/Pass The Boot	0.00	0.00	1.00	1.00
Court Expense				
Court Automation	1.12	4.55	0.00	(4.55)
Court Clerk Training	0.00	0.00	1,300.00	1,300.00
Court Office Expense	882.40	5,531.09	10,000.00	4,468.91
Court Office Overtime	0.00	0.00	250.00	250.00
Gross Wages Court Office	8,534.48	62,113.07	121,410.00	59,296.93
Gross Wages Dist. Judge	0.00	3,751.26	3,752.00	0.74
Benefits Expense				
City Match - 401 K Plan	1,440.62	13,958.39	19,717.00	5,758.61
City Retirement Plan	2,544.41	19,253.64	32,861.00	13,607.36
LOPFI Funding	0.00	60,000.00	251,000.00	191,000.00
Medical Insurance	14,518.28	94,077.72	190,000.00	95,922.28
Medicare - Employers	1,506.39	10,987.40	21,903.00	10,915.60
One Time Pay Increase	0.00	0.00	7,200.00	7,200.00
Social Security - Employers	6,441.26	46,981.75	19,567.00	(27,414.75)
Transportation Allowance	369.24	2,769.30	4,800.00	2,030.70
Workers Comp Insurance	0.00	16,385.00	23,000.00	6,615.00
General Expense				
Animal Control/Impound Fees	450.00	1,650.00	2,000.00	350.00
Bldg & Equip Maint	384.18	34,015.64	15,000.00	(19,015.64)
Election Fee	0.00	2,990.25	1.00	(2,989.25)
Fire Hydrant Rental	0.00	2,600.00	2,600.00	0.00
Hazmat	0.00	1,371.42	1,300.00	(71.42)
Infrastructure	0.00	4,800.00	1.00	(4,799.00)
Insurance - Property	0.00	0.00	4,200.00	4,200.00
Kennel Upkeep/Food	0.00	22.30	50.00	27.70
Misc Expenses	0.00	360.00	500.00	140.00
Public Safety Radios	0.00	74,951.22	74,955.00	3.78
Purchase ROW/UE	29,500.00	131,041.00	250,000.00	118,959.00
Utilities Expense	1,257.83	17,047.74	30,000.00	12,952.26
Professional Services Expense				
Clear Creek Sampling & Analysis	0.00	820.00	1,000.00	180.00
Code & Zoning Revisions	0.00	0.00	20,000.00	20,000.00
Engineering for 56th Street	0.00	0.00	1.00	1.00
Engineering/Infrastructure	0.00	0.00	30,000.00	30,000.00
Engineering/Main & Wilkerson	0.00	1,081.32	1.00	(1,080.32)
Engineering/Mapping	0.00	0.00	1,000.00	1,000.00
Engineering/Storm Water Mgmt	80.00	2,737.50	1,000.00	(1,737.50)
Engineering/Submitted Plan	817.90	6,720.40	50,000.00	43,279.60

General Fund Monthly Financial Statement

Legal Fees	41.60	17,756.91	50,000.00	32,243.09
Planning and Zoning	1,327.50	6,149.21	5,000.00	(1,149.21)
Special Attorney Fees	0.00	0.00	1.00	1.00
Dues and Membership Expense				
Emer Medical Serv	0.00	18,743.50	37,487.00	18,743.50
Membership Dues	0.00	18,985.11	19,000.00	14.89
Solid Waste District Contribut	0.00	1,353.39	2,200.00	846.61
Park Expense				
Main Drive Park	2,402.08	824,325.14	500,000.00	(324,325.14)
Park Expense	1,763.57	4,926.37	2,500.00	(2,426.37)
Park Expense - Restroom	0.00	580.60	750.00	169.40
Parks & Rec Expense	0.00	0.00	1.00	1.00
Repair / Maintenance Expense				
Trail System Expenses	0.00	23,601.25	90,000.00	66,398.75
Advertising & Promotion Expense				
Advertising	100.00	3,334.26	7,500.00	4,165.74
Community Events	100.00	100.00	0.00	(100.00)
Public Relations	304.57	1,757.76	5,000.00	3,242.24
Other Expense				
Transfer for Street Projects	0.00	250,000.00	250,000.00	0.00
Expenses	\$200,303.18	\$2,716,984.09	\$4,086,088.00	\$1,369,103.91
Revenue Less Expenditures	\$88,671.14	\$348,060.05	\$818,032.00	\$0.00
Other Expenses				
Extraordinary Expense				
Demolition of Structures	0.00	0.00	9,600.00	9,600.00
Facility Repair - Storm Damage	0.00	0.00	1.00	1.00
Fire Engine Repair - Damage	0.00	0.00	266,500.00	266,500.00
PD Unit Repair - Storm Damage	0.00	4,350.91	1.00	(4,349.91)
Settlement/Lawsuit	0.00	7,500.00	0.00	(7,500.00)
Storm Damage Clean Up	0.00	0.00	1.00	1.00
Other Expenses	\$0.00	\$11,850.91	\$276,103.00	\$264,252.09
Net Change in Fund Balance	\$88,671.14	\$336,209.14	\$541,929.00	\$0.00
Fund Balances				
Beginning Fund Balance	4,230,917.87	3,983,294.87	0.00	0.00
Net Change in Fund Balance	88,671.14	336,209.14	541,929.00	0.00
Ending Fund Balance	4,319,589.01	4,319,589.01	0.00	0.00

Street Fund Monthly Financial Statement

	Current Period	Year-to-Date	Annual Budget	Annual Budget
	Jul 2023	Jan 2023	Jan 2023	Jan 2023
	Jul 2023	Jul 2023	Dec 2023	Dec 2023
	Actual	Actual		Variance
Revenue & Expenditures				
Revenue				
Tax Receipts				
Property Taxes - Street	1,161.80	33,780.28	50,000.00	16,219.72
Turnback - State - Street	26,577.13	178,053.08	250,000.00	71,946.92
Fines and Forfeitures				
Restitution	0.00	0.00	1.00	1.00
Other Revenue				
Interest Earned	158.09	666.24	400.00	(266.24)
Misc Income - General	0.00	0.00	1.00	1.00
Surplus Carryover	0.00	0.00	150,000.00	150,000.00
Trans from Gen Street Projects	0.00	250,000.00	250,000.00	0.00
Workers Comp Reimbursement	0.00	5,857.14	1.00	(5,856.14)
Revenue	\$27,897.02	\$468,356.74	\$700,403.00	\$232,046.26
Gross Profit	\$27,897.02	\$468,356.74	\$700,403.00	\$0.00
Expenses				
Labor Expense				
Gross Wages - Street	11,068.60	82,918.18	144,730.00	61,811.82
Street Wages Overtime	0.00	1,790.29	1,000.00	(790.29)
Benefits Expense				
City Match - 401 K Plan	190.56	1,459.87	6,681.00	5,221.13
City Retirement Plan	856.48	6,530.40	11,134.00	4,603.60
Medical Insurance	2,796.44	19,575.08	46,423.00	26,847.92
Medicare - Employers	159.61	1,222.07	2,099.00	876.93
One Time Pay Increase	0.00	0.00	1,500.00	1,500.00
Social Security - Employers	682.42	5,225.07	8,973.00	3,747.93
Uniforms - Street	0.00	60.34	500.00	439.66
General Expense				
Bridge Inspection	0.00	365.85	800.00	434.15
Electric - Street Lights	2,892.40	21,543.49	26,000.00	4,456.51
Fuel - Street Vehicles	1,730.57	6,851.04	10,000.00	3,148.96
Infrastructure	0.00	0.00	1.00	1.00
Misc Expenses	0.00	0.00	100.00	100.00
Signal Maintenance	2,301.39	3,417.75	6,000.00	2,582.25
Street Cell Phone	99.28	695.07	1,100.00	404.93
Street Equipment	5,944.05	17,431.59	25,000.00	7,568.41
Street Projects	12,680.00	156,509.99	250,000.00	93,490.01
Street Shop Misc	760.21	1,926.95	2,500.00	573.05
Street Signs	0.00	157.25	2,500.00	2,342.75
Vehicle Insurance - Street	0.00	0.00	4,500.00	4,500.00
Repair / Maintenance Expense				
Bridge Repairs	0.00	0.00	10,000.00	10,000.00
Equipment Maintenance	284.05	16,429.37	10,000.00	(6,429.37)

Street Fund Monthly Financial Statement

Street Repairs & Maint	299.24	62,313.07	100,000.00	37,686.93
Street Vehicle Maintenance	61.28	2,563.79	5,000.00	2,436.21
Trail System Expenses	0.00	0.00	12,000.00	12,000.00
Winter Chat	0.00	3,532.93	5,000.00	1,467.07
Expenses	\$42,806.58	\$412,519.44	\$693,541.00	\$281,021.56
Revenue Less Expenditures	(\$14,909.56)	\$55,837.30	\$6,862.00	\$0.00
Net Change in Fund Balance	(\$14,909.56)	\$55,837.30	\$6,862.00	\$0.00

Fund Balances

Beginning Fund Balance	241,297.09	170,550.23	0.00	0.00
Net Change in Fund Balance	(14,909.56)	55,837.30	6,862.00	0.00
Ending Fund Balance	226,387.53	226,387.53	0.00	0.00

RESOLUTION NO. 2023-7

CITY OF JOHNSON, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION SELECTING MCCLELLAND CONSULTING ENGINEERS TO PROVIDE ON-CALL ENGINEERING SERVICES TO THE CITY OF JOHNSON, ARKANSAS, AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the City of Johnson desires to retain a professional engineering firm for on-call engineering services; and

WHEREAS, the City of Johnson advertised for statements of qualifications for on-call engineering services; and

WHEREAS, upon review and consultation, it has been determined that McClelland Consulting Engineers, Inc. is the best qualified and capable to perform the desired work; and

WHEREAS, the City Council finds it to be in the best interest and benefit to select McClelland Consulting Engineers, Inc. to provide on-call engineering services for the City of Johnson, as set forth in the attached Exhibit “A”, and to authorize the Mayor to negotiate and execute an agreement with McClelland Consulting Engineers, Inc. for the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnson, Arkansas:

Section 1. The City Council hereby selects McClelland Consulting Engineers, Inc. as the best qualified to provide on-call engineering services to the City of Johnson, as set forth in the attached Exhibit “A”, and the Mayor is hereby authorized to negotiate an agreement with McClelland Consulting Engineers, Inc. for the same.

Section 2. In connection with the selection of McClelland Consulting Engineers, Inc. to provide on-call engineering services, the City Council hereby authorizes the Mayor to negotiate any required or necessary agreements for engineering services with McClelland Consulting Engineers, Inc. and to bring the same forward to the City Council for consideration when required.

PASSED AND APPROVED this ___ day of August 2023.

APPROVED:

Chris Keeney, Mayor

ATTEST:

Jennifer Allen, City Clerk-Treasurer
(SEAL)

**BASIC AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE CITY OF JOHNSON
JOHNSON, ARKANSAS**

This Agreement made this 8th day of August, 2023, between the firm of McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER, and the City of Johnson, Arkansas, hereinafter referred to as the OWNER, wherein the ENGINEER agrees to provide certain services as defined in Article 1 and for the consideration defined in Article 2 herein.

ARTICLE 1 (See Attached)

ARTICLE 2

The compensation for services to be provided will be negotiated and specified in each Work Order.

ARTICLE 3

Payment to the ENGINEER for services provided, as described in Article 1, shall be made within 30 days after receipt of billing. The amount due will be for services rendered during the previous month based on the percentage of completion or actual costs, as appropriate.

ARTICLE 4

It is further mutually agreed by the parties hereto:

- 4.1 That the OWNER will designate a representative to direct and coordinate the efforts of the ENGINEER who will be the only source of instructions to the ENGINEER and who shall have the authority to interpret the OWNER's policy as necessary to maintain the ENGINEER'S work schedule, administer the Agreement, and certify the ENGINEER'S payment requests.
- 4.2 That the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including laboratory tests, maps, surveys, borings, and other information required by the ENGINEER and relating to the ENGINEER'S work.
- 4.3 That the OWNER will provide staff assistance in locating and uncovering existing utilities when necessary in the project area.
- 4.4 That the Opinion of Probable Cost (OPC) for the Project provided herein are to be prepared by the ENGINEER through exercise of his experience and judgement in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials conditions, so that he cannot warrant that the Project construction cost will not vary from his cost estimate. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.
- 4.5 It is anticipated that most of the work orders will be completed on a Lump Sum basis or a Percent of Construction Cost, charged on an hourly rate basis or, as set forth in the Work Orders.

That the ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs, as defined hereinbefore. Such direct expenses shall be computed on the basis of actual purchase

price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER.

Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the ENGINEER'S current rate per mile when the ENGINEER's own automobiles are used; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; and printing and binding charges.

- 4.6 That if payment of the amount due as prescribed in Article 2, or any portion thereof, is not made within the period specified in Article 3, interest on the unpaid balance thereof will accrue at the rate of 10% per annum and become due and payable at the time said overdue payments are made.
- 4.7 That the ENGINEER shall maintain a level of competency presently maintained by other practicing professional engineers in the same type of work for the professional and technical soundness and accuracy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
- 4.8 That either party may terminate this Agreement at any time by a notice in writing to the other party. If the Agreement is terminated as provided herein, the ENGINEER will be paid for services actually performed; the amount of said payment shall bear the same ratio to the total compensation specified as the services actually performed bear to the total services of the ENGINEER, less payments of compensation previously made.
- 4.9 That the OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.10 That the OWNER shall pay for all costs of publishing advertisements for bids, for obtaining drawing reviews, permits, and licenses that may be required by local, state, or federal authorities and shall pay for and secure the necessary land, easements, and rights-of-way as described by the ENGINEER or local surveyor.
- 4.11 That all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or in the breach thereof, will be decided by binding arbitration only if both parties hereto specifically agree to the use of arbitration in regard to the individual matter in dispute. The total liability, in the aggregate, of the ENGINEER and the ENGINEER'S Officers, Directors, Employees, Agents and Independent Professional Associates and Consultants, and any of them to OWNER, and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the ENGINEER'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract of the ENGINEER or the ENGINEER'S Officers, Directors, Employees, Agents or Independent Professional Associates or Consultants, or any of them, shall not exceed the total compensation received by the ENGINEER under the agreement.

- 4.12 That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the Project, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy on a basis to be negotiated.

That the OWNER will pay the ENGINEER for labor and expenses incurred in satisfying the requirements and assisting in any audit required by the OWNER or any of their duly authorized representatives. The basis of payment will be specified in an Amendment to this Agreement.

- 4.13 That visits to a construction site and observations made by the ENGINEER as part of his services shall not relieve the construction contractor(s) of his obligation to conduct comprehensive inspections of this work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the construction contractor(s) of his responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all work under the construction contract(s) and for all safety precautions incidental thereto.
- 4.14 That the ENGINEER shall provide partial on-site observation personnel as required and will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the construction contract(s) has been fulfilled. Their day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto and for performing the construction work in accordance with Contract Documents.
- 4.15 That the ENGINEER has the right to subcontract services; however, the OWNER has the right to approve subcontractors who perform work on the Project in excess of \$10,000.
- 4.16 All documents including drawings, specifications, estimates, field notes, and other data pertaining to the work or to the Project shall become the property of the OWNER. The OWNER shall not be restricted in the subsequent use of the design, design documents, or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to in writing.
- 4.17 That this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR THE CITY OF JOHNSON, ARKANSAS

By: _____
Chris Keeney, Mayor

Dated this ____ day of _____, 2023

ATTEST

By: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
Daniel Barnes, P.E. President, Fayetteville

Dated this ____ day of _____, 2023

ATTEST

By: _____

WORK ORDER NO. 1

ENGINEERING DESIGN SERVICES AND SERVICES DURING CONSTRUCTION FOR THE CITY OF JOHNSON RETAINER AGREEMENT

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 8th day of August, 2023, between **McClelland Consulting Engineers, Inc.**, hereinafter referred to as the ENGINEER and the **City of Johnson**, Arkansas, hereinafter referred to as the OWNER on this the 8th day of August, 2023.

ARTICLE 1

The OWNER has selected the ENGINEER to serve as its civil engineering consulting firm on an on-call and continuing basis for various municipal projects.

In order to assist the OWNER with this objective, the ENGINEER will complete the following tasks under Work Order No. 1:

Task No 1 – On Call Engineering Services

- The ENGINEER will review plans and specifications submitted by others seeking approval by the City for subdivision and land development per the City's codes on subdivision and land development as outlined in the development code. The ENGINEER will attend pre-planning, Planning Commission and City Council meetings as needed.
- The ENGINEER will advise the OWNER on matters pertaining to improvements and maintenance for the OWNER's streets, drainage, parks, or other municipal facilities throughout the city.
- The ENGINEER will be available for consultation in both the engineer's office as well as in the City of Johnson office upon request. Adequate notice will be given to the ENGINEER so as to allow sufficient time to travel to the City office or, to have the appropriate personnel present as the ENGINEER deems necessary.
- The ENGINEER will inform and remain current on changes and availability of State and Federal funding that would be of interest to the OWNER. The ENGINEER will further assist in the preparation of grants and/or loan applications.
- The ENGINEER will conduct studies, develop plans, specifications, surveys, geotechnical evaluations, services during construction, construction materials testing, and special inspections on projects requested by the OWNER.

ARTICLE 2

The compensation for services to be provided in Article 1 shall be as follows:

Task No. 1 – On Call Engineering Services

- Payment for On Call Engineering Services shall be on an hourly rate plus direct expense basis. Hourly rates shall be those current at the time services are provided. Current standard hourly rates are attached hereto.
- Services will be invoiced on a monthly basis for services performed the previous month. Invoices will be itemized by task requested by OWNER.
- Subject to the provisions contained herein for termination, the initial term of this Work Order shall be for a period of one (1) year, commencing August, 8th, 2023, and ending

on August 7th, 2024. At the expiration of the term specified herein, this agreement shall automatically be renewed for a period of (1) year, and thereafter shall automatically be renewed for proceeding and consecutive one (1) year periods until either the OWNER or the ENGINEER gives written notice to the other of its termination at the end of the then-current agreement term, said written notice to be given at least thirty (30) days prior to the end thereof. The term of this agreement as specified herein, including all automatic renewal is hereinafter referred to as the "Agreement Term."

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR THE CITY OF JOHNSON, ARKANSAS

By: _____
Chris Keeney, Mayor

Dated this _____ day of _____, 2023.

ATTEST: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
Daniel Barnes, P.E., President, Fayetteville

Dated this _____ day of _____, 2023.

ATTEST: _____