



AGENDA

MEETING OF THE MOUNTAIN HOME CITY COUNCIL
November 3, 2022 @ 6:00 P.M.
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING

Pledge of Allegiance
Prayer
Roll Call
Minutes from October 20, 2022 Council Meeting
Committee Reports
Announcements

NEW BUSINESS

APPROVAL OF AMENDED LEASE AGREEMENTS (1972 and 1976) BETWEEN THE CITY OF MOUNTAIN HOME, ARKANSAS AND BAXTER HEALTHCARE CORPORATION, presented by Mayor Hillrey Adams

APPROVAL FOR CREATION OF A NEW LINE ITEM FOR PUBLIC TRANSPORTATION (NATS). NEW LINE ITEM GL# 101-5101-27063 AND APPROVAL TO FUND THIS LINE ITEM @ \$ 1,250.00 FOR DECEMBER 2022, presented by Alma Clark

COMMENTS

ADJOURN

Respectfully Submitted,
Tina Gregory, Mayor's Office

MINUTES
REGULAR CITY COUNCIL MEETING – October 20, 2022

1. The Mountain Home City Council met in regular session October 20th, 2022, in the Council Chambers of the Municipal Building. Mayor Hillrey Adams called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance and a prayer.
2. **ROLL CALL:** The following council members were present for the roll call: Bob Van Haaren, Susan Stockton, Jennifer Baker, Wayne Almond, Nick Reed, Paige Evans, Jim Bodenhamer, and Carry Manuel.
3. **OFFICIALS IN ATTENDANCE:** Mayor Hillrey Adams, Police Chief Eddie Griffin, Building Inspector Greg Iland, Fire Chief Kris Quick, Parks Director Daniel Baxley, Street Director Arnold Knox, Human Resource Coordinator Susan Edwards, Plumbing Inspector Justin Williams, and Code Enforcement Officer Mike Anderson. Media: Heather Link, Scott Liles, and Helen Mansfield.
4. **MINUTES:** Councilwoman Jennifer Baker made a motion to approve the council meeting minutes from October 6, 2022. The motion was seconded by Councilwoman Stockton. The vote was recorded as follows: All present – yes.
5. **NEW BUSINESS:**

AN ORDINANCE PROVIDING FOR SHORT-TERM RENTALS WITHIN THE CITY OF MOUNTAIN HOME, ARKANSAS. PROVIDING GUIDELINES AND PROCEDURES City Attorney Roger Morgan read the ordinance for the first time in its entirety. Building Inspector answered questions of the council and public.

SECOND READING: A motion was made by Councilman Bob Van Haaren to suspend the rules and place the Ordinance for second reading by title only with the provisions to change Section 4 to read “shall charge \$50 per house per year for business license” instead of \$100 and Section 6 was amended to change the word “shall” to “may”. Councilman Wayne Almond seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a second time by title only.

THIRD READING. A motion was made by Councilman Carry Manuel to suspend the rules and place the Ordinance for third reading by title only. Councilman Jim Bodenhamer seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a third time by title only.

ADOPTION. Councilman Bob Van Haaren made a motion to move for adoption of the Ordinance and it was seconded by Councilman Carry Manuel. All present – yes. The Ordinance was declared adopted and given No. 2022-42.

AN ORDINANCE AUTHORIZING THE CODE ENFORCEMENT OFFICER OF THE CITY OF MOUNTAIN HOME TO ENFORCE ALL RULES, REGULATIONS, CODES AND ORDINANCES OF THE CITY OF MOUNTAIN HOME, ARKANSAS City Attorney Roger Morgan put the ordinance on first reading and read it in its entirety. There was some discussion in regards to the certification of this officer and Police Chief Edward Griffin answered questions and provided insight as to the training and certification that different officers receive including that of the Code Enforcement Officer.

SECOND READING Councilman Jim Bodenhamer made a motion to suspend the rules and put the ordinance on second reading. Councilman Nick Reed seconded the motion. All present – yes. The motion was declared adopted and the ordinance was read for a second time by title only.

THIRD READING Councilman Jim Bodenhamer made a motion to suspend the rules and read the ordinance for the third time by title only. Councilman Nick Reed seconded the motion. All present – yes. The motion was declared adopted and the ordinance was read for a third time by title only.

ADOPTION Councilwoman Jennifer Baker made the motion to adopt the ordinance and it was seconded by Councilman Carry Manuel. All present – yes. The ordinance was declared adopted and give No. 2022-43.

EMERGENCY CLAUSE Councilman Jim Bodenhamer made a motion to pass the emergency clause. Councilman Bob Van Haaren seconded the motion. All present – yes.

AN ORDINANCE AMENDING SECTION 6 EXEMPTIONS OF THE MOUNTAIN HOME SIGN ORDINANCE NO. 2019-34 City Attorney Roger Morgan read the ordinance for the first time in its entirety. Councilwoman Jennifer Baker explained why she had requested the changes to be made to the Ordinance.

SECOND READING: A motion was made by Councilwoman Jennifer Baker to suspend the rules and place the Ordinance for second reading by title only. Councilwoman Paige Evans seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a second time by title only.

THIRD READING. A motion was made by Councilwoman Jennifer Baker to suspend the rules and place the Ordinance for third reading by title only. Councilman Jim Bodenhamer seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a third time by title only.

ADOPTION. Councilwoman Jennifer Baker made a motion to move for adoption of the Ordinance and it was seconded by Councilman Carry Manuel. All present – yes. The Ordinance was declared adopted and given No. 2022-44.

EMERGENCY CLAUSE. Councilwoman Jennifer Baker made a motion to pass the emergency clause. Councilman Jim Bodenhamer seconded the motion. All present – yes.

AN ORDINANCE AMENDING ORDINANCE NO. 2022-32, 2022-21 TO EXPAND AND REDEFINE THE JOB CLASSIFICATION AND COMPENSATION PLAN IN ORDER TO ENHANCE EFFICIENT MANAGEMENT WITHIN THE DEPARTMENTS OF THE CITY OF MOUNTAIN HOME Human Resource Coordinator Susan Edwards read the ordinance for the first time in its entirety and explained the changes being requested to the compensation plan.

SECOND READING: A motion was made by Councilwoman Jennifer Baker to suspend the rules and place the Ordinance for second reading by title only. Councilwoman Paige Evans seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a second time by title only.

THIRD READING. A motion was made by Councilman Wayne Almond to suspend the rules and place the Ordinance for third reading by title only. Councilwoman Susan Stockton seconded the motion. All present – yes. The motion was declared adopted and the Ordinance was read for a third time by title only.

ADOPTION. Councilwoman Wayne Almond made a motion to move for adoption of the Ordinance and it was seconded by Councilman Nick Reed. All present – yes. The Ordinance was declared adopted and given No. 2022-45.

EMERGENCY CLAUSE. Councilwoman Jennifer Baker made a motion to pass the emergency clause. Councilman Wayne Almond seconded the motion. All present – yes.

A RESOLUTION ADOPTING THE ARKANSAS DIAMOND PLAN AS THE CITY OF MOUNTAIN HOME, ARKANSAS, 457(B) DEFERRED COMPENSATION PLAN AND TRUST Human Resource Coordinator Susan Edwards read the ordinance for the first time in its entirety and explained the Arkansas Diamond Plan. A motion was made by Councilwoman Jennifer Baker to adopt said Resolution and was seconded by Councilwoman Paige Evans. All present – yes. The Resolution was declared adopted and given No. 2022-9.

APPROVAL OF CITY HOLIDAYS. The City Holidays for 2023 and hereafter were amended by adding Juneteenth as an additional paid holiday each year. Councilman Nick Reed made a motion to adopt said amend holidays and the motion was seconded by Councilman Bob Van Haaren. All present – yes. The change was declared adopted.

APPROVAL OF AUCTION ITEMS. The Mountain Home Police Department had items for disposal and auction. Said items were presented by Chief Edward Griffin. Councilman

Bob Van Haaren made a motion to approve the disposal and auction of said items. The motion was seconded by Councilwoman Susan Stockton. All present – yes. It was declared approved to dispose and auction said items.

APPROVAL TO SELL FIELD DRAG TO VIOLA SCHOOL DISTRICT. Parks Director Daniel Baxley requested to sell a field drag that was no longer needed at Parks. The field drag was valued at resale between \$4,000-\$6,000. Viola School District expressed the need for a field drag and offered \$6,000. Parks Director Daniel Baxley requested that said field drag be sold to Viola School District for \$6,000. Councilman Bob Van Haaren made a motion to sell the field drag to the Viola School District for \$6,000 that was offered. Councilwoman Susan Stockton seconded the motion. All present – yes. It was declared approved and Mr. Baxley will make the arrangements with the Viola School District.

6. ADJOURN

With no further business to come before the council, Mayor Adams declared the meeting adjourned at 6:44 p.m.

HILLREY ADAMS, MAYOR

ATTEST:

TINA GREGORY / ACTING CLERK

FIRST AMENDMENT TO LEASE AND AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT ("Amendment") is made and entered into this ____ day of August, 2022, by and between **CITY OF MOUNTAIN HOME ARKANSAS** ("Lessor") and **BAXTER HEALTHCARE CORPORATION**, a Delaware corporation (f/k/a **TRAVENOL LABORATORIES, INC.**, the "Lessee").

RECITALS

A. Lessor and Lessee entered into that certain Lease and Agreement dated March 1, 1972 (the "**Lease**"), for the premises located in the City of Mountain Home, Baxter County, Arkansas, as more particularly described in the Lease(the "**Premises**").

B. Lessor and Lessee desire to extend the term of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties do hereby agree as follows:

1. **Extension of Term**. The term is hereby extended to February 29, 2036 (the "Extended Term").

2. **Lessee's Options**. Lessee shall have and Lessor hereby grants to Lessee six (6) more extension terms of five (5) years each. The terms for such extension terms shall be pursuant to the terms of Section 2001 of the Lease, provided that the first such extension option, shall commence on the expiration of the Extended Term.

3. **Insurance**. Notwithstanding anything to the contrary contained in the Lease, Lessee shall have the right to satisfy the insurance requirements through a combination of primary and excess coverage. In addition, Lessee shall have the right to self insure for any of the insurance required pursuant to the terms of the Lease.

4. **Option to Purchase**. Lessor acknowledges and agrees that Lessee's option to purchase the leased premises pursuant to Section 2002A. of the Lease shall continue to be effective during the term of this Amendment as may be extended pursuant to the terms of this Amendment and for any future amendments of the Lease.

5. **Access of the Leased Premises**. Notwithstanding anything to the contrary contained in the Lease, in the event that Lessor or its employees, contractors or agents wishes to access the leased premises as permitted under the Lease, Lessor shall provide Lessee with reasonable prior notice and shall comply with Lessee's reasonable rules and regulations related to security, confidentiality, health and safety and access while in or about the leased premises. Furthermore, Lessor shall use commercially reasonable efforts to limit the duration of and avoid interfering with Lessee's use and occupancy of the leased premises during any such access.

6. **Notices**. The notice addresses for Lessee identified in the Lease shall be deleted and replaced with the following new notice addresses:

Baxter International Inc.
One Baxter Parkway
Deerfield, Illinois 60015
Attn: Senior Director, Global Corporate Real Estate Services

with a copy to:

Baxter Healthcare Corporation
One Baxter Parkway
Deerfield, IL 60015
Attn: General Counsel

7. **Real Estate Brokers.** Lessee represents that it has dealt with no broker, agent or other person in connection with this transaction and Lessee shall indemnify and hold Lessor harmless from and against any and all claims, losses, costs or expenses (including attorney's fees and expenses) by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having retained by Lessee with regard to the transaction documented in this Amendment. Lessor represents that it has dealt with no broker, agent or other person in connection with this transaction and Lessor shall indemnify and hold Lessee harmless from and against any and all claims, losses, costs or expenses (including attorney's fees and expenses) by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having retained by Lessor with regard to the transaction documented in this Amendment.

8. **Miscellaneous.**

a. Except as expressly amended hereby, all other terms and provisions of the Lease remain unchanged and continue to be in full force and effect, including, without limitation, any options or other rights that Lessee has pursuant to the terms of the Lease. Any and all of the provisions of the Lease are hereby amended and modified where necessary, and even though not specifically addressed herein, so as to conform to the amendments and modifications set forth in this Amendment. The provisions of this Amendment will control over any conflicts with the provisions of the Lease.

b. The Section headings in this Amendment are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. Unless the context otherwise requires, all references to Articles, Sections, Schedules or Exhibits contained in this Amendment are references to articles, sections, schedules and exhibits of or to this Amendment. No provision of this Amendment will be interpreted in favor of, or against, any party hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof. Lessor and Lessee agree to the terms of all exhibits and attachments to this Amendment, which are incorporated herein by this reference.

c. This Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument.

d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Any terms which are capitalized herein and not otherwise expressly defined in this Amendment shall have the definition ascribed to such terms in the Lease.

AGREED AND ACCEPTED:

LESSOR:

CITY OF MOUNTAIN HOME, ARKANSAS

By: _____
Name: _____
Title: _____

LESSEE:

BAXTER HEALTHCARE CORPORATION

By: _____
Name: _____
Title: _____

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AGREED AND ACCEPTED:

LESSOR:

CITY OF MOUNTAIN HOME, ARKANSAS

By: _____
Name: _____
Title: _____

LESSEE:

BAXTER HEALTHCARE CORPORATION

By: _____
Name: _____
Title: _____

Minutes

Personnel Committee Meeting: October 13, 2022

Meeting Purpose: To review proposed Position Classification Table change for Program Coordinator Roles (Parks) and start discussion on 2023 Wage Scale.

Committee Members: Committee Chair Susan Stockton, Jennifer Baker, Wayne Almond, and Carry Manuel.

Officials Present: Mayor Adams, HR Coordinator Sue Edwards, Director Alma Clark, Director Dan Baxley, Director Arnold Knox

Media: None Present

The meeting was called to order at approximately 9:00 am by Chairperson Susan Stockton.

The first item discussed was the addition and changes to positions in the Parks and Recreation department. Director Baxley requested that the Program Coordinator position be changed to two separate titles "Youth Center Program Coordinator" and "Recreation Program Coordinator".

With the growth of existing sports programs, and the new center to be opened, there is a need to have these programs separated. New job descriptions for both titles are being developed. Hiring for the new Recreation Program Coordinator will begin in November.

Jennifer Baker motioned to approve, seconded by Wayne Almond and the vote was unanimous. The ordinance will go before council on October 20.

The next item discussed was 2023 wage scales. Mayor Adams presented several options with possible increase amounts. There was also discussion regarding SS and CPI increases and the need to stay as current as possible with those increases, and to continue to work towards a minimum starting wage of \$15 per hour for our Grade 6, Step 0 position.

Concerns over the ability to meet the budget if higher wages are adopted and revenues fall were also shared.

As the budget is developed for 2023 the Treasurer will work with leaders to include a proposed 3% plus \$1 for each grade and step. If the budget will support those amounts the budget and new wage scale will be adopted together.

The meeting adjourned at 9:35 am.

Respectfully submitted,
Sue Edwards



Mountain Home Police Department

- A duty to serve, an honor to protect -
424 West 7th Street • Mountain Home, Arkansas 72653
Office 870.425.6336 • Fax (870) 425.6092
www.mtnhomepolice.com
Edward Griffin, Chief of Police



Public Safety Committee Meeting

October 17, 2022

1. The three new officers are in week nine at the police academy.
2. We have started the preparation for reaccreditation through Arkansas Law Enforcement Accreditation Program. The assessment should take place in early 2023.
3. Lt. Corbett, Lt. Day, and Lt. Helmert attended advanced training through National Incident Management Systems.
4. A remodel of our training room is nearing completion. A grant was received in which new tables were purchased. New chairs and sound equipment were purchased with the Public Safety Tax, painting and refinishing the floors was done with inmate labor.
5. Dispatcher Tim Boyd was terminated for a conduct violation. Ronnie Miller from 911 has been hired to fill the vacancy and will be starting on October 24, 2022.
6. Statistics
 - Nature Code Report – Dispatch
 - Uniform Code Report (UCR)
 - Patrol
 - Criminal Investigation Division (CID)
 - School Resource Officer (SRO)

Street Committee Meeting
October 18, 2022 – 12:30 p.m.

The meeting was called to order at 12:30 p.m.

Present were, Arnold Knox, Director of Streets; Jim Bodenhamer, Jennifer Baker and Paige Evans, Committee members.

Arnie discussed with the committee prior to the meeting, six more traffic light cameras have been installed making a total of nine. He is working on getting those additional six on the Arkansas I-Drive website for the public to view traffic flow. The police department has split the cost of running the fiber to the cameras, but ARDOT is adamant that the cameras cannot be used for red light runners, etc. They are only to be used for monitoring traffic.

The Street Report for September was reviewed.

Arnie reported that the Cooper/Louann/Demetree project has been completed at a cost of \$667,964.11, which comes to \$218.65 per foot.

The Keller Park Ballfields project has been completed. After the project was done, it was noticed there was no sidewalk coming from the back fence to the dugouts, so additional sidewalk was poured, to save the grass. Arnie told the committee, he thinks they are done at Keller Park, but there may be something else come up. The total cost to Keller Park Ballfields is at \$410,237.92, and \$337,024.41 of that has been reimbursed to the Street Department.

The crew working on Russell Lane behind Baxter Lab, and beginning at the Breckenridge subdivision, has reached Driftwood with culvert, curbs, and sidewalks. They have almost completed landscaping to that point and will begin finishing the project from Driftwood to Highway 201 North, which should be in a week or two. Arnie told the committee that this project is about half done and the cost to date is \$181,719.42. He added, the rest of the project, that will go past Baxter Lab, will be built for truck traffic including three lanes. He added, Baxter Lab has finalized their plans putting in two additional driveways for their truck traffic. Arnie said the three lanes will be extended about 60 feet past Baxter's planned driveways.

Hickory Park Grant has the horseshoe pits left. The engineer had 12 pits designed for that area. Jim asked what side of the driveway they were on, and Arnie told the committee they will be put in on the left side of the driveway going into the park from Dyer Street. It was decided to put in 6 horseshoe pits instead of the 12 that were planned. They want to see how much they will be used, so they will be spaced out with plenty of room for people to sit and watch when tournaments get going. The total cost to Hickory Park is at \$327,113.77 and \$318,029.54 has been reimbursed to the Street Department.

The Clysta Willett Park project has the crew taking out some of the newer concrete that had been poured. This due to the electrical lines and poles that are to be placed where the concrete was. There was also old concrete removed from the press boxes that had been torn down for the improvements. New concrete was poured around the concession stand, the walls and dugouts have been poured, and all the fields are ready for new turf. The drainage has been put in for the turf company to tie into, and now we are waiting for everything else to get

finished for us to go in and finish our work. The current cost to Clysta Willett Park is at \$118,719.42.

Overlays in Spring Park are being completed this week. The Maintenance crew went in and milled the streets three or four weeks ago and we were waiting for Dilbeck's to get over there. While waiting for Dilbeck, Arnie told the committee that he was having the Maintenance crew start on laying some asphalt for experience. They finished Ouachita and Newton, along with a culdesac down Madison off Franklin. Also included in the Overlays was the Richwood culdesac at Indian Creek. The Overlays cost totals \$147,632.47.

Arnie reported Maintenance for the month of September totaled \$8,069.08. He said Christmas lights are going up at the college so he will have two guys there for the next three months. There was a short discussion about the different departments working the Christmas lights and their costs.

The Budget Summary was reviewed. Arnie said he is hiring and interviewed 4 or 5 guys yesterday and would like to hire 3 out of that group by the end of the year, depending on how their references turn out. He would like to hire another 3 in the spring of next year, and then will start pulling apart the crews to make his third construction crew.

Jennifer asked if the Street Department has started on the access road to the community center. Arnie told the committee that he finally received data on where the road will go and said he will be ready to start on it as soon as he can get a crew together. He wants his concrete crew to finish up at Hickory Street and 8th Street before moving out there. There was discussion as to where the road would begin.

Jennifer asked the status of the walking trail. Arnie reported that that area had been cleared and a fence was put up to keep the cattle from Baker's field next to it. The inmates from Calico Rock were out and cleared the hillside. He said as soon as he got the easement from Mrs. Baker, he was able to submit 100% of the plans to the highway department, which is under their final review. As soon as he gets word from them, he will set up a construction meeting. He said he hopes to start sooner than the first of the year and if everything goes well, he would like to start before Thanksgiving. There was discussion about the drainage and creeks running through the culvert that crosses the bypass, and how pedestrian traffic will be able to access that. Paige asked if there was a grant to match the money spent on this project. Arnie said, yes, it is about \$170,000. Paige asked if the other money spent will be reimbursed from the Parks Department from their Parks and Rec Tax. Arnie said, unfortunately no, this is a Street Department project, just like the original trail through McCabe Park was. After crossing the bypass, the trail will connect to the trail at ASU, and continue to Wade Street.

Jim asked Arnie if there was anything in the Budget that needed his attention. Arnie said, no but the fuel line item was going up, but it doesn't seem like it will need adjusting. He will look at it again in December.

Arnie reported he will have approximately \$3.7 million in carryover and \$250,000 of that is capital items that have been ordered for next years' budget. He said these included a skid steer, a track hoe, and trucks. The committee discussed the budget and equipment purchases. Paige asked Arnie, since there was so much revenue, how far is the street department behind as far as street maintenance and street building

compared to the past? Arnie said he had been looking at that this morning and he thinks about a half year of building. He said the third crew will help in getting that construction caught up.

Jennifer asked what project is next? Arnie said next rebuild project he has scheduled will be Morris Street and North Church Street. He said it has already been designed, and at this time, we are working on obtaining easements.

Another curb and gutter project will be at 1st Street. There is a section of 1st Street, approximately 400 feet of open ditch going from College Street toward Cardinal Drive at the bottom by the creek that will be done. Arnie told the committee that he will have his list of projects to the council January 1st.

The inmates from Calico Rock will be here November 7th to clean the creek along Western Hills Loop and Industrial Park Drive.

Jennifer asked when the access road would be started. Arnie said he is hoping before Halloween.

The meeting adjourned at 1:20 p.m.