

ORDINANCE 2017- 2

AN ORDINANCE CLOSING A CERTAIN DESCRIBED ROAD AND RIGHT OF WAY EASEMENT IN THE CITY LIMITS OF THE CITY OF OZARK, ARKANSAS.

WHEREAS, Ozark First Baptist Church, the owner of certain property in Ozark, Arkansas, wishes to close a certain described road; and,

WHEREAS, the land owner has complied with all requirements and notices to close the road in question.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS;

1. That the road sought to be vacated is vacated for the following land: North 4th Street off Market Street and extending into the existing parking lot of the First Baptist Church of Ozark. This property previously designated for public use has not been actually used by the public as a street or alley for a period of over ten years. The city of Ozark relinquishes, vacates and abandons all its rights, together with the rights of the public generally in the described area.

2. That the Planning and Zoning Commission has determined that all requirements and notices have been complied with to effectuate this road closing, therefore it is closed by passage of this Ordinance.

PASSED AND APPROVED THIS 9 DAY OF January, 2017.

Tommy R. McNeill
MAYOR, CITY OF OZARK

Attest:

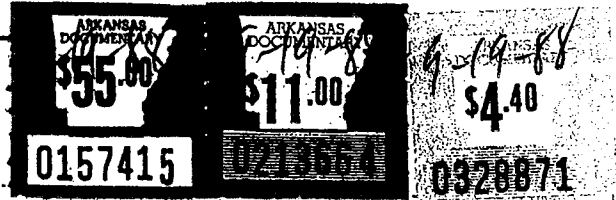
Lois E. Ewell
City Clerk/Recorder

WARRANTY DEED

UNMARRIED PERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT Eula Whitehead



, an unmarried person,

for and in consideration of the sum of \$10.00 and OVC

DOLLARS,

paid by Alice Vardaman, Don Choate & John Parrish, AS TRUSTEES OF THE FIRST BAPTIST CHURCH
of Ozark, Arkansas

the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said
Alice Vardaman, Don Choate & John Parrish, AS TRUSTEES OF THE FIRST BAPTIST CHURCH
of Ozark, Arkansas

and unto Their successors and assigns forever, the following lands lying in the County of

Franklin

and State of Arkansas, to-wit:

Part of Block 33, Original Town of Ozark, Arkansas more particularly described as follows:

Beginning at the Southeast Corner of said Block 33. Thence along the South line of said Block 33 and the North Right of Way line of Market Street, North 86 degrees 24 minutes 17 seconds West 82.5 feet. Thence North 02 degrees 45 minutes 43 seconds East 122.4 feet. Thence North 89 degrees 56 minutes 48 seconds East 87.6 feet to the East line of said Block 33 and the West Right of Way line of 4th Street. Thence along said East line of Block 33 and West Right of Way South 05 degrees 00 minutes West 128.0 feet to the point of beginning containing 0.24 acre more or less.

To have and to hold the same unto the said Alice Vardaman, Don Choate & John Parrish,

AS TRUSTEES OF THE FIRST BAPTIST CHURCH of Ozark, Arkansas

and unto their successors and assigns forever, with all appurtenances thereunto belonging. And I, Eula Whitehead, for and in consideration of the said sum of money, do hereby relinquish unto the said grantees all my right of homestead in and to the said lands. And I hereby covenant with said grantees

that I will forever warrant and defend

WARRANTY DEED

~~WITH RELINQUISHMENT OF DOWER~~

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~WIX~~ I, Melissa A. Webb, a single woman
and _____ his wife

for and in consideration of the sum of
One and 00/100 (\$1.00) DOLLARS, to ~~me~~ in hand paid,

by J. T. Greer and M. B. Branch, Deacons of the Missionary Baptist Church of Ozark, Arkansas
do hereby grant, bargain, sell, and convey unto the said J. T. Greer and J. B. Branch, Deacons of the Missionary Baptist Church of Ozark, Arkansas, and unto their successors in office
~~and assigns forever, the following lands lying in~~
the County of Franklin and State of Arkansas, to wit:

Part of Block Thirty Four of the Town of Ozark, more particularly described as beginning at a point Fifty feet East of a point on the South boundary line of said Block Thirty Four where an extension of Fourth Street running North will strike said Block Thirty Four, running thence East with the North line of Market Street in said Town, Thirty feetence North Eighty feet; thence West Eighty feet to a point on the West boundary of said Block Thirty Four which is Eighty feet North of the South West corner of said Block; thence South with said West line, Ten feet; thence East Fifty feet; thence South Seventy feet to the place of beginning.

To have and to hold the same unto the said J. T. Greer and M. B. Branch, Deacons of the Missionary Baptist Church of Ozark, Arkansas and unto their successors in office
~~and assigns forever, with all the appurtenances thereunto belonging.~~

And I hereby covenant with said J. T. Greer and J. B. Branch, Deacons of the Missionary Baptist Church of Ozark, Arkansas and their successors in office that I will forever warrant and defend the title to the said lands against all lawful claims whatever

And I _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF FRANKLIN } SS

Be It Remembered, that on this day came before me, the under-
signed, a Notary Public within and for the county aforesaid

duly commissioned and acting Melissa A. Webb

to me well known as the grantor, in the foregoing Deed and stated that he had executed the same for the
consideration and purposes therein mentioned and set forth.

~~And on the same day, also voluntarily appeared before me, the said
wife of the said~~

~~to me well known, and in the absence of her said husband
declared that she had, of her own free will, executed said Deed and signed and sealed the relinquishment of dower
and homestead in the foregoing Deed, for the consideration and purposes therein contained and set forth, without
compulsion or undue influence of her said husband.~~

WITNESS my hand and seal as such Notary Public this
8th. day of August, 1927.

My commission expires 2nd.
day of Dec., 1938.

W. W. Adams
Notary Public.

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF FRANKLIN } SS

I, Walter Gady Circuit Clerk and Ex-Officio

Recorder of the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed
for record in my office on the 28 day of Sept A. D., 1927, at 3 o'clock

53 M. and the same is now duly recorded, with the acknowledgement and certificates thereon, in "Record Book
191 page 39

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this
day of Sept 1927

Walter Gady
ircuit Clerk and Ex-Officio Recorder
By D. C.

WARRANTY DEED

RELINQUISHMENT OF POWER

Melissa A. Webb

WITNESSETH

Deacons of Baptist Church,
Ozark, Arkansas.

A wise man will have his deed recorded
A prudent man will have his house insured and
A business man will secure an abstract
Of Title to his land from

ADAMS ABSTRACT CO.

Abstracts and
Farm Loans
Ozark, Franklin Co., Ark.
West Side Public Square.

Filed for record on this 28th
day of Sept, A. D. 1927
at 3 o'clock P. M.
Walter Gady
Circuit Clerk and Ex-Officio Recorder.

By D. C.

ORDINANCE NO. 2017-4

AN ORDINANCE AMENDING THE ZONING REGULATIONS AND ZONING MAPS OF THE CITY OF OZARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Ozark Planning Commission conducted a public hearing March 2nd at which the proposed Amendment was discussed with members of the public; and,

WHEREAS, the public hearing was advertised in a paper of general circulation in the City of Ozark at least fifteen (15) days prior to the meeting; and,

WHEREAS, the City Council has heard the report and recommendation of the Ozark Planning Commission as to the Amendment of the Ozark Zoning Regulations and maps; that said property is owned by Millard Stephenson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS:

SECTION 1: That the zoning regulations and map of the City of Ozark shall be amended to reflect that the zoning of the following described property located in the Ozark District of Franklin County, Arkansas is modified from R-1 to R-2 to-wit:

Part of Block 17 of the Fleeman's Addition to the City of Ozark, Arkansas, more particularly described as beginning at a point 114 ½ feet east of the southwest corner of said block 17 of said addition, and running thence north 123 ½ feet; thence east 106 ½ feet; thence southerly 123 ½ feet; thence west 105 feet to the point of beginning. The said point of beginning being the southeast corner of that certain tract of land.

SUBJECT HOWEVER TO ALL PRIOR EASEMENTS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

1006 W College

SECTION 2: All Ordinances, parts of Ordinances or Regulations in conflict herewith are hereby repealed.

SECTION 3: That the lack of C-2 zoning at the above-described location has resulted in conditions which are detrimental to the City of Ozark and its citizens. An emergency is therefore declared and this Ordinance being necessary for the preservation of public peace, health and safety shall be in full force and effect from and after its passage.

PASSED this 13th Day of March, 2017

CITY OF OZARK
AND
EMS BILLING SERVICES, INC.

THIS AGREEMENT is entered into and effective this 26 day of May, 2016, ("Agreement") by and between EMS Billing Services, Inc., hereinafter referred to as "EMS Billing", and City of Ozark, hereinafter referred to as "MEDICAL SERVICE PROVIDER."

WHEREAS, EMS Billing is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, MEDICAL SERVICE PROVIDER is a public and/or private provider of rescue squad and ambulance services in the area commonly known as City of Ozark; and

WHEREAS, MEDICAL SERVICE PROVIDER is compensated for its ambulance and rescue squad services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, MEDICAL SERVICE PROVIDER desires to engage and retain the billing services of EMS Billing;

THEREFORE, it is agreed, in consideration of the mutual promises, covenants, and conditions set forth herein as follows:

1. **TERM OF AGREEMENT.** EMS Billing shall provide to MEDICAL SERVICE PROVIDER billing services as set forth in detail below, commencing the 26 day of May, 2016, and this Agreement shall continue until modified in writing, or until terminated.
2. **BILLING SERVICES TO BE PROVIDED.** EMS Billing will provide the following billing services on behalf of MEDICAL SERVICE PROVIDER as follows:
 - A. Verify MEDICAL SERVICE PROVIDER has provided all necessary and current documentation on each transport to be able to bill the transport charges;
 - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public and private health insurance, Medicare, Medicaid, automobile liability carriers, workers' compensation carriers, and homeowner insurance carriers;
 - C. Provide all appropriate HCPCS, ICD9, ICD10 and condition codes (symptoms/diagnosis codes);
 - D. Prepare and mail invoices to private patients and complete and submit appropriate claim forms to public and/or private insurance carriers or other responsible party;
 - E. Provide to patients, billing statements reflecting their account balance;
 - F. Coordinate, correspond, and reply to all inquiries from private patients and public and/or private insurance carriers;
 - G. Obtain status reports on claim processing from all public and/or private insurance carriers;
 - H. Provide customer service access during normal business hours, weekends and holidays excluded;
 - I. Provide contract completion for participating agreements with insurance companies based upon information as provided by MEDICAL SERVICE PROVIDER; and act as authorized representative;
 - J. Provide cash posting services;
 - K. Provide to MEDICAL SERVICE PROVIDER itemized details of all debit and credit transactions as well as a year-to-date statistical summary to be provided to MEDICAL SERVICE PROVIDER no later than the 10th business day of the following month.
 - L. EMS Billing provides emergency medical billing services and may assist MEDICAL SERVICE PROVIDER. EMS Billing does not provide legal advice, tax advice, or other professional services other than those specified in items A through K above.
3. **COMPENSATION.** MEDICAL SERVICE PROVIDER agrees to compensate EMS Billing for its billing services provided in paragraph 2. on a monthly basis in an amount equal to fifteen (15%) of amounts actually collected in the previous month ("Billing Fee"), such amounts include amounts collected by EMS Billing and/or MEDICAL SERVICE PROVIDER and/or any collection or recovery agency acting on behalf of MEDICAL SERVICE PROVIDER.

A fee of \$2,000.00 will be assessed if MEDICAL SERVICE PROVIDER terminates the Agreement within the first year of the commencement date.

EMS Billing shall invoice MEDICAL SERVICE PROVIDER for its Billing Fee no later than the 10th day of the following month in which payments or insurance proceeds are received, and MEDICAL SERVICE PROVIDER agrees to pay said Billing Fee within 30 days. For accounts which accrue unpaid Billing Fees exceeding \$10,000.00 or any Billing Fees not paid in full within 90 days, the client account will be suspended. When an account is suspended, all monies received will be held and billing processes will be

6. **MEDICAL SERVICE PROVIDER ACCOUNTING AND AUDITING REQUIREMENTS.** If MEDICAL SERVICE PROVIDER requires EMS Billing's assistance in MEDICAL SERVICE PROVIDER's accounting or other internal audits, EMS Billing will charge MEDICAL SERVICE PROVIDER for said audit support services at its customary rates, to be established by EMS Billing from time to time. Upon written request of MEDICAL SERVICE PROVIDER for same, EMS Billing shall furnish said rates to MEDICAL SERVICE PROVIDER in writing prior to undertaking any work pursuant to this Paragraph.
7. **TERMINATION.** Unless otherwise specified herein, this agreement may be terminated by either party giving the other party sixty (60) days written notice of its intent to terminate. During said 60 day period, this Agreement shall continue in full force and effect. EMS Billing shall be entitled to its Billing Fee at the rate set forth above for all billing services provided during that 60-day notice period and for any amounts collected at any time by MEDICAL SERVICE PROVIDER as a result of the billing services provided by EMS Billing.

EMS Billing retains all documents produced during the billing/payment process and those provided for billing and enrollment by the MEDICAL SERVICE PROVIDER. Upon request at termination, copies may be provided to the MEDICAL SERVICE PROVIDER for an additional fee. MEDICAL SERVICE PROVIDER will remove EMS Billing as the "Billing Agent" from its Medicare and other provider contracts at the end of the 60 day transition period.

Collection Agency Accounts: Upon notification of termination of the Agreement, EMS Billing will cease sending accounts to the collection agency and instead issue a report to the MEDICAL SERVICE PROVIDER. On or before the 60th day of the notification period, MEDICAL SERVICE PROVIDER shall contact the collection agency and place the accounts under the name of the MEDICAL SERVICE PROVIDER and shall negotiate their rate for collections. EMS Billing will notify the collection agency of the termination of the Agreement with MEDICAL SERVICE PROVIDER at the conclusion of the 60 day notification period.

Upon notification of termination of the Agreement, MEDICAL SERVICE PROVIDER's account will immediately be placed on a "cash" basis. EMS Billing will invoice the MEDICAL SERVICE PROVIDER for the checks being received and any EFT/ACH's paid to the MEDICAL SERVICE PROVIDER for billings processed by EMS Billing. If the EMS Billing Fee is paid by ACH from MEDICAL SERVICE PROVIDER's depository account, EMS Billing will deposit checks on or before the Billing Fee is withdrawn from the depository account on file. If the Billing Fee is paid by check or the ACH fee withdrawal is suspended, EMS Billing will certify mail the checks to MEDICAL SERVICE PROVIDER upon receipt of payment in full of the Billing Fee.

Termination Without Notice: Should MEDICAL SERVICE PROVIDER terminate this Agreement and fail to provide sixty (60) days advanced notice of termination will result in EMS Billing charging a two (2) month "Termination Fee". The Termination Fee is calculated by averaging the previous six (6) months Billing Fees and multiplying by two (2). For example, add the previous six months of Billing Fees invoiced by EMS Billing, which totals six (6) months of Billing Fees, then divide by the six (6) month period, which equals the Average Billing Fee, which is then multiplied by two, to determine the Termination Fee for accounts terminated without the appropriate 60 day notice. (FOR EXAMPLE: \$1,000 + \$1,500 + \$500 + \$800 + \$1,200 + \$1,000 = \$6,000.00 total Billing Fees/6 months = \$1000.00 Average Billing Fee x 2 Without Notice Terms = \$2000.00).

If MEDICAL SERVICE PROVIDER pays by check, EMS Billing will invoice the Termination Fee and hold the MEDICAL SERVICE PROVIDER's receivables until EMS Billing receives Termination Fee. If MEDICAL SERVICE PROVIDER has authorized an ACH withdrawal, EMS Billing will withdraw the Termination Fee on the next regularly scheduled withdrawal date.

IMMEDIATE TERMINATION BY EMS BILLING: Should MEDICAL SERVICE PROVIDER fail to maintain proper licensure and compliance with local, state and federal departments, agencies, regulations and statutes, EMS Billing shall, at its sole discretion, terminate the Agreement effective upon notification to the MEDICAL SERVICE PROVIDER. The 60 day notification period shall not apply.

8. **COMPLIANCE.**

- A. EMS Billing will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. MEDICAL SERVICE PROVIDER shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. MEDICAL SERVICE PROVIDER expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
- C. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
- D. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise

HIPAA BUSINESS ASSOCIATE ASSURANCES

This Business Associate Agreement ("Associate Agreement") between City of Ozark and EMS BILLING ("Business Associate") is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of Ozark in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Associate Agreement shall have the same meaning as those terms defined in HIPAA and the HITECH Act.
2. **Regulatory References.** Any reference in this Associate Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Associate Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Associate Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("ePHI"), to prevent use or disclosure of PHI other than as provided for by this Associate Agreement;
3. Report to City of Ozark any use or disclosure of PHI not provided for by this Associate Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
5. Make PHI in a designated record set available to City of Ozark and to an individual who has a right of access in a manner that satisfies City of Ozark's obligations to provide access to PHI in accordance with 45 CFR §164.524;
6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the City of Ozark pursuant to 45 CFR §164.526;
7. Maintain and make available to City of Ozark or an individual who has a right to an accounting of disclosures as necessary to satisfy City of Ozark's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of City of Ozark's obligations under the HIPAA Privacy Rule, Business associate shall comply with the requirements of the Privacy Rule that apply to City of Ozark when it carries out that obligation.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of City of Ozark, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act; and
10. If City of Ozark is subject to the Red Flags Rule (found at 16 CFR 681.1 *et seq.*), assist City of Ozark in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Ozark's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Ozark agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Ozark of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Ozark of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of City of Ozark include uses and disclosures:

1. Necessary to perform the services that Business Associate has been engaged to perform on behalf of City of Ozark ;
2. Required by law;
3. That would not violate this Privacy Rule if done by City of Ozark ;
4. Necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the information is used or disclosed in a manner that might constitute breach of unsecured PHI.

D. Termination

1. Termination by City of Ozark. City of Ozark may terminate this Associate Agreement if City of Ozark determines that Business Associate has violated a material term of the Associate Agreement.
2. Termination by Either Party. Notwithstanding any other provisions of this Associate Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Associate Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either terminate the Associate Agreement, if feasible.
3. Return or Destruction of PHI. At the termination of this Associate Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of City of Ozark and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Associate Agreement will extend to such PHI.

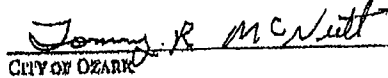
Signed this 26 day of May, 2016.

EMS BILLING SERVICES, INC.





MEDICAL SERVICE PROVIDER,


CITY OF OZARK

Leslie L. Vaughn, Jr., President

6907 North 102 Circle

Omaha, Nebraska 68122

Phone: (877)367-9111

Email: leslie@emsbillingservices.com

Fax: (402)965-8594

Correspondence to:

PO Box 641880

Omaha, NE 68164

Signature: Michael Wyers
Name: Michael Wyers
Title: EMS Director
Address: 812 W School
Phone: 479-438-1099
Fax: 479-667-2602
Email: wyermedic63@yahoo.com

BLS CHARGE SHEET

Name:		Run #:
Quantity:	Service/Procedure/Product:	Charge:
	General:	
	Base Rate, Routine	\$550
	Base Rate, Emergency	\$650
	Mileage, Loaded (per mile)	\$15
	Refusal Fee (For services exceeding vitals & lift assist)	\$25
	3 rd Attendant	\$50
	Airway/Respiratory:	
	Oxygen	\$40
	BVM	\$30
	OPA	\$7
	NPA	\$8
	Suction	\$10
	Cardiac:	
	CPR	\$100
	Lucas Device	\$40
	AED, Adult	\$100
	AED, Pediatric	\$250
	Trauma/Injury:	
	Backboard/Stair Chair/Scoop	\$25
	C-collar	\$13
	Spinal Immobilization	\$55
	Splinting/Fracture Immobilization	\$20
	Air Splint	\$100
	Traction Splint	\$450
	Pelvic Binder	\$200
	MAT Tourniquet	\$55
	Quik Clot Gauze (per pkg)	\$30
	Wound Care/Disposable Supplies	\$25
	Sterile H2O	\$6
	Hot/Cold Pack	\$6
	Burn Sheet	\$10
	Miscellaneous Medical:	
	Glucometer	\$11
	Childbirth and Newborn Care	\$100
	OB Kit	\$40
	Assist Medication Administration	\$20
	Medications:	
	Albuterol updraft	\$12
	Aspirin (per 4 tablets)	\$2
	EpiPen (Adult or Jr. per pen)	\$400
	Naloxone/Narcan (per 0.4mg dose)	\$100
	Oral Glucose (per packet)	\$5
	Total:	

ORDINANCE NO. 2017-10

AN ORDINANCE AMENDING THE ZONING REGULATIONS AND ZONING MAPS OF THE CITY OF OZARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Ozark Planning Commission conducted a public hearing in June 1st 2017 at which the proposed Amendment was discussed with members of the public; and,

WHEREAS, the public hearing was advertised in a paper of general circulation in the City of Ozark at least fifteen (15) days prior to the meeting; and,

WHEREAS, the City Council has heard the report and recommendation of the Ozark Planning Commission as to the Amendment of the Ozark Zoning Regulations and maps; that said property is owned by Mary Williams, Estate of Melda Walker.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS:

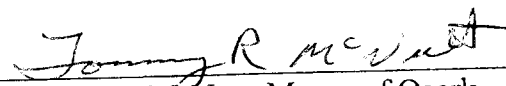
SECTION 1: That the zoning regulations and map of the City of Ozark shall be amended to reflect that the zoning of the following described property located in the Ozark District of Franklin County, Arkansas is modified from R - 1 to R - 2 to-wit:

THE SOUTH HALF OF THE EAST HALF OF BLOCK 26 OF FLEEMAN'S ADDITION TO TOWN OF OZARK, ARKANSAS.

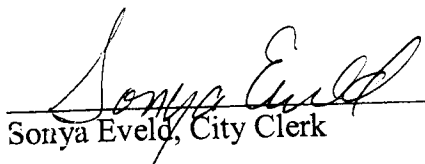
SECTION 2: All Ordinances, parts of Ordinances or Regulations in conflict herewith are hereby repealed.

SECTION 3: That the lack of R - 2 zoning at the above-described location has resulted in conditions which are detrimental to the City of Ozark and its citizens. An emergency is therefore declared and this Ordinance being necessary for the preservation of public peace, health and safety shall be in full force and effect from and after its passage.

PASSED this 12th Day of June


Tommy R. McNutt, Mayor of Ozark

ATTEST:


Sonya Eved, City Clerk

CITY OF OZARK

REZONING COMMUNITY LIAISON FORM

The Petitioner, MARY E. Williams Estate of Melba V. Walker does hereby petition the Ozark Planning Commission to rezone the following described property from R1 to R2. If such rezone involves a plat or subdivision, such rezone shall be accompanied by a plat of the property. Other cases shall have a survey or map of the location, such as a plat.

LEGAL DESCRIPTION:

The street address of the property is: 201 and 203 N 11th

The proposed new use of the property shall be: Church

See attached

The petitioner also signs to the fact that he/she has received a copy of the Zoning Ordinance.

Mary E. Williams
Petitioner

The City Clerk acknowledges the receipt of \$100.00 for the fee for rezone.

Long Euel
City Clerk

009-01271-000

STATE OF ARKANSAS, COUNTY OF FRANKLIN
OZARK DISTRICT
FILED FOR RECORD THE 20 DAY OF October
2006 AT 10:20 O'CLOCK A. M. AND RECORDED
IN BOOK 58 PAGE 19
WILMA GRAGG - BRUSHWOOD
CIRCUIT CLERK AND RECORDER
BY Brenda Wagon D.C.

FILE #0660089

This instrument prepared by Chuck Dyer, Attorney at Law, 1304 Cherry Street, Van Buren, AR 72956

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That DWAIN REYNOLDS and BRENDA REYNOLDS, HUSBAND AND WIFE and; BETHENA REYNOLDS, A SINGLE WOMAN, GRANTORS, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION (\$10.00) in hand paid by MELDA V WALKER, TRUST GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto MELDA V WALKER, TRUST, GRANTEE, and unto her heirs and assigns forever the following lands lying in FRANKLIN County, Arkansas, to-wit:

THE SOUTH HALF OF THE EAST HALF OF BLOCK 26 OF FLEEMAN'S ADDITION TO TOWN OF OZARK, ARKANSAS.

Subject to existing oil, gas and mineral lease, if any. Subject to existing easements, restrictions, rights of way and previous reservations, if any.

To have and to hold the same unto the said GRANTEE, and unto her heirs and assigns forever, with all appurtenances thereunto belonging. And we, DWAIN REYNOLDS and BRENDA REYNOLDS, HUSBAND AND WIFE and; BETHENA REYNOLDS, A SINGLE WOMAN, hereby covenant with said GRANTEE, that we will forever warrant and defend the title to the said lands against all claims whatsoever.

And we, DWAIN REYNOLDS and BRENDA REYNOLDS, HUSBAND AND WIFE and; BETHENA REYNOLDS, A SINGLE WOMAN, in our capacity as spouses of each other, for and in consideration of the said sum of money, do hereby release and relinquish unto said GRANTEE all rights and possibility of curtesy and homestead in and to said lands.

MELDA V. WALKER REVOCABLE LIVING TRUST

DATED OCTOBER 13, 2003

ACCEPTANCE OF TRUSTEESHIP

I, Mary Ethel Williams, hereby accept appointment as Trustee of the Melda V. Walker Revocable Living Trust dated October 13, 2003, such appointment begin made and accepted in accordance with the terms of the Trust.

Signed this 2 day of June, 2015.


MARY ETHEL WILLIAMS

CITY OF OZARK

REZONING COMMUNITY LIAISON FORM

The Petitioner, MARY E. Williams Estate of melda V. Walker does hereby petition the Ozark Planning Commission to rezone the following described property from R1 to R2. If such rezone involves a plat or subdivision, such rezone shall be accompanied by a plat of the property. Other cases shall have a survey or map of the location, such as a plat.

LEGAL DESCRIPTION:

The street address of the property is: 201 and 203 N 11th

The proposed new use of the property shall be: church

see attached

The petitioner also signs to the fact that he/she has received a copy of the Zoning Ordinance.

Mary E. Williams
Petitioner

The City Clerk acknowledges the receipt of \$100.00 for the fee for rezone.

Donna Euel
City Clerk

JUL-07-2017 10:00

ORDINANCE NO. 2017-12

AN ORDINANCE PROVIDING AN ANNUAL FRANCHISE TAX UPON THE PINNACLE TELECOM FOR CARRYING ON BUSINESS IN THE CITY OF OZARK, ARKANSAS.

WHEREAS, Pinnacle Telecom, wished to provide high speed wireless internet to the residents of the city of Ozark, Arkansas; and,

WHEREAS, the city of Ozark residents are in need of this internet service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS, TO-WIT:

Section 1. That Pinnacle Telecom, which is conducting or carrying on business in the city of Ozark, Arkansas, under a franchise permit shall pay to the city of Ozark a franchise tax equal to the gross revenues received in the preceding year.

Section 2. That said franchise tax shall be paid in lieu of all other taxes, franchise taxes, licenses, charges, fees or impositions except general or special ad valorem taxes that might be lawfully imposed by the city.

Section 3. Pinnacle Telecom, as incident to the franchise tax shall have the right to previously agreed upon conditions to be granted access to areas to effectuate their service to the citizens of Ozark.

Section 4. Pinnacle Telecom acknowledges that there is a resolution entered into by the city that sets out permissible locations for their hardware and shall also be enforceable and recognized by the city of Ozark and Pinnacle Telecom.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

TR McComb
MAYOR, CITY OF OZARK

Attest: Sonya Eull
City Clerk/Recorder

ORDINANCE NO. 2017-13

AN ORDINANCE AMENDING ORDINANCE NO 1994-14 REQUIRING ADDITIONAL CONDITIONS BEFORE AN OZARK BUSINESS CAN RECEIVE A BUSINESS LICENSE IN THE CITY LIMITS OF OZARK.

WHEREAS, the city of Ozark requires businesses, trades, occupations, vocations, callings and professions within the city of Ozark, Arkansas, to obtain a license for the privilege of carrying on their business and trade; and,

WHEREAS, this license does not have any conditions for that business to be in good standing and compliant with the state laws of Arkansas and city ordinances of Ozark; and,

WHEREAS, the city of Ozark has an interest in ensuring that all businesses are required to comply in the same way and held under the same rules.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS, TO-WIT:

Section 1. That Ordinance No. 1994-14 is amended to include the requirement that before a license can be provided to a person, business or entity, that person, business or entity must be in good standing with the city of Ozark. "Good standing" for purposes of this Ordinance means that any and all taxes from the previous year must be current before they can receive a license for the subsequent year.

Section 2. This amendment does not apply to new businesses who have not operated the previous year and therefore would not be obligated to pay city taxes for the previous year.

Section 3. That any business previously operating in years prior and not in good standing by failure to pay taxes cannot receive a business license by changing their name or performing under a new identity. This Ordinance shall go into effect January 1, 2018.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

TE Mcintosh
MAYOR, CITY OF OZARK

Attest: Sandra Ewell
City Clerk/Recorder

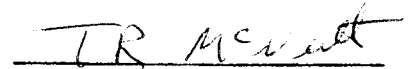
ORDINANCE NO. 2017-14

AN ORDINANCE LEVYING A VOLUNTEER TAX OF 1.2 MILL ON ALL REAL ESTATE AND PERSONAL PROPERTY IN THE CITY OF OZARK, ARKANSAS FOR THE VOLUNTEER FIRE DEPARTMENT FUND OF THE CITY OF OZARK, ARKANSAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS:

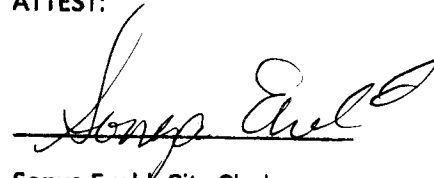
SECTION 1. That a volunteer tax of ONE AND TWO-TENTHS (1.2)mills is hereby levied by the City Council of the City of Ozark, Arkansas on all real estate and personal property within the City of Ozark, Arkansas for the benefit and use of the City of Ozark, Arkansas Volunteer Fire Department for the year 2018.

PPASSED AND APPROVED this 9th day of October, 2017.



T. R. McNutt, Mayor of Ozark

ATTEST:



Sonya Eveld, City Clerk

ORDINANCE NO. 2017-15

AN ORDINANCE LEVYING A TAX OF ONE (1) MILL ON ALL REAL ESTATE
AND PERSONAL PROPERTY IN THE CITY OF OZARK, ARKANSAS FOR
THE BENEFIT OF THE OZARK FIREMEN'S PENSION FUND.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK,
ARKANSAS:

SECTION 1. That a tax of one (1) mill is hereby levied by the City Council of the
City of Ozark, Arkansas for the express benefit of the Ozark Firemen's Pension
Fund on all

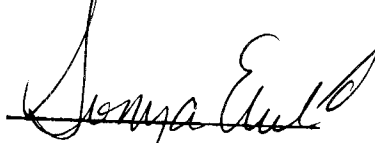
real estate and personal property within the City of Ozark, Arkansas for the year
2018.

PASSED AND APPROVED this 9th day of October, 2017.



T. R. McNutt, Mayor

ATTEST:



Sonya Evely, City Clerk

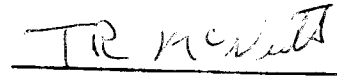
ORDINANCE NO. 2017-16

AN ORDINANCE LEVYING A TAX OF FIVE (5) MILL ON ALL REAL
ESTATE AND PERSONAL PROPERTY IN THE CITY OF OZARK, ARKANSAS
FOR THE GENERAL FUND OF THE CITY OF OZARK, ARKANSAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK,
ARKANSAS:

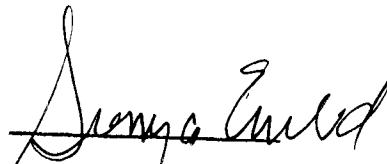
SECTION 1. That a tax of five (5) mill is hereby levied by the City Council of the
City of Ozark, Arkansas for the benefit of the General Fund on all real estate and
personal property within the City of Ozark, Arkansas for the year 2018.

PASSED AND APPROVED this 9th day of October, 2017.



T. R. McNutt, Mayor of Ozark

ATTEST:


Sonya Eveld, City Clerk

ORDINANCE NO. 2017-18

AN ORDINANCE AMENDING THE ZONING REGULATIONS AND ZONING MAPS OF THE CITY OF OZARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Ozark Planning Commission conducted a public hearing in November 2, 2017 at which the proposed Amendment was discussed with members of the public; and,

WHEREAS, the public hearing was advertised in a paper of general circulation in the City of Ozark at least fifteen (15) days prior to the meeting; and,

WHEREAS, the City Council has heard the report and recommendation of the Ozark Planning Commission as to the Amendment of the Ozark Zoning Regulations and maps; that said property is owned by Ben Culver located at 1610 W Gibson Street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS:

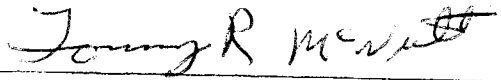
SECTION 1: That the zoning regulations and map of the City of Ozark shall be amended to reflect that the zoning of the following described property located in the Ozark District of Franklin County, Arkansas is modified from R - 1 to R - 2 to-wit:

A CERTAIN TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 27 WEST IN FRANKLIN COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ONE INCH IRON PIPE AT THE SW CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 14 MINUTES 07 SECONDS EAST 455.12 FEET; THENCE NORTH 01 DEGREES 36 MINUTES 05 SECONDS EAST 532.54 FEET TO A ½ INCH IRON PIPE ON THE NORTH RIGHT OF WAY OF GIBSON STREET, THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 01 MINUTES 18 SECONDS EAST 100.00 FEET ALONG A CHAIN LINK FENCE TO A ½ INCH IRON PIPE; THENCE SOUTH 87 DEGREES 56 MINUTES 15 SECONDS EAST 120.81 FEET PARALLEL TO GIBSON STREET TO A ½ INCH IRON PIPE; THENCE SOUTH 02 DEGREES 01 MINUTES 18 SECONDS WEST 100.00 FEET TO A ½ INCH IRON PIPE ON THE NORTH RIGHT OF WAY OF GIBSON STREET; THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS WEST 120.81 FEET TO THE POINT OF BEGINNING.

SECTION 2: All Ordinances, parts of Ordinances or Regulations in conflict herewith are hereby repealed.


SECTION 3: That the lack of R - 2 zoning at the above-described location has resulted in conditions which are detrimental to the City of Ozark and its citizens. An emergency is therefore declared and this Ordinance being necessary for the preservation of public peace, health and safety shall be in full force and effect from and after its passage.

PASSED this 13th Day of November.



Tommy R. McNutt, Mayor of Ozark

ATTEST:



Sonya Eveld, City Clerk

CITY OF OZARK

REZONING COMMUNITY LIAISON FORM

The Petitioner, Ben Culver
does hereby petition the Ozark Planning Commission to rezone the following described
property from RI to RD. If such rezone involves a plat or subdivision,
such rezone shall be accompanied by a plat of the property. Other cases shall have a
survey or map of the location, such as a plat.

LEGAL DESCRIPTION:

*Available for review at
City Hall*

The street address of the property is: 1610 West Gibson St.

The proposed new use of the property shall be: Rental - Duplex

The petitioner also signs to the fact that he/she has received a copy of the Zoning Ordinance.

Ben Culver
Petitioner

The City Clerk acknowledges the receipt of \$100.00 for the fee for rezone.

Sonya Ewald
City Clerk

STATE OF ARKANSAS
COUNTY OF FRANKLIN

The undersigned, being first duly sworn, depose(s) and says(s):

1. That **Monica Sharitt** is the SELLER, and **Benjamin Mark Culver and Ashley Diane Culver** are the PURCHASERS of the following described real property in Franklin County, AR, to wit:

A CERTAIN TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 27 WEST IN FRANKLIN COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ONE INCH IRON PIPE AT THE SW CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 14 MINUTES 07 SECONDS EAST 455.12 FEET; THENCE NORTH 01 DEGREES 36 MINUTES 05 SECONDS EAST 532.54 FEET TO A 1/2 INCH IRON PIPE ON THE NORTH RIGHT OF WAY OF GIBSON STREET, THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 01 MINUTES 18 SECONDS EAST 100.00 FEET ALONG A CHAIN LINK FENCE TO A 1/2 INCH IRON PIPE; THENCE SOUTH 87 DEGREES 56 MINUTES 15 SECONDS EAST 120.81 FEET PARALLEL TO GIBSON STREET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 02 DEGREES 01 MINUTES 18 SECONDS WEST 100.00 FEET TO A 1/2 INCH IRON PIPE ON THE NORTH RIGHT OF WAY OF GIBSON STREET; THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS WEST 120.81 FEET TO THE POINT OF BEGINNING.

2. That said seller is in possession of said property and the following is a list of all tenants with rental terms:

NAME NONE
DATE FROM
DATE TO

3. That all indebtedness due anyone for labor, materials or services which might be liens on said property are fully paid except: NONE

4. That the undersigned's (SELLER) United States Taxpayer Identification Number is: , and that my United States address is: **1610 West Gibson, Ozark, AR 72949.**

5. That no security interest under the Uniform Commercial Code has been perfected against the improvements except: NONE

6. That there are no judgments pending litigation, executions or attachments in or from any court affecting said property of said SELLER(S)/PURCHASER(S) except: NONE

7. We are not liable for any child support payments except: NAME:

ALL PAYMENTS ARE CURRENT:

8. That no bankruptcy proceeding in any Federal Court has been filed against or by any SELLER(S)/PURCHASER(S) of said property. There is no outstanding contract of sale, conveyance or encumbrance affecting said property except: NONE

9. That no instruments have been filed for record since the opening of the Title order forming the basis of this affidavit except those required by the Title Company and the following: NONE

10. That all persons who have executed or will execute instruments conveying or encumbering said property are at least 18 years old and are mentally competent to enter into this agreement.

11. That the undersigned makes this statement for the express purpose of inducing **Adams Abstract & Title Co., Inc.** to insure title to said property for OWNER/PURCHASERS and/or , Mortgagee, to be free from adverse claims or liens not herein stated, and of enabling said SELLER(S) to receive the consideration for sale or lease of said property. Affiants guarantee and warrant the statements of fact herein, which shall be construed as a continual contractual obligation in favor of **Adams Abstract & Title Co., Inc.** and , Mortgagee.

12. All State and/or Federal taxes have been paid. That no instruments have been filed for failure to pay State and/or Federal tax liens.

13. That undersigned is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

14. That in consideration in the issuance of title insurance by said company as aforesaid, the undersigned agree to indemnify and hold harmless said companies against loss or expense on account of any matter or thing omitted from the foregoing factual statement, including the expense of enforcing this agreement.

15. Grantors hereby certify that there are no recorded or unrecorded liens or mortgages other than those being satisfied with the proceeds of this transaction.

Benjamin Mark Culver Buyer

Monica Sharitt Seller

Ashley Diane Culver Buyer

Seller

Subscribed and sworn to before me this **28th** day of **September**, 2017.

Notary Public

ORDINANCE NO. 2017-19

AN ORDINANCE AMENDING THE ZONING REGULATIONS AND ZONING MAPS OF THE CITY OF OZARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Ozark Planning Commission conducted a public hearing in November 2, 2017 at which the proposed Amendment was discussed with members of the public; and,

WHEREAS, the public hearing was advertised in a paper of general circulation in the City of Ozark at least fifteen (15) days prior to the meeting; and,

WHEREAS, the City Council has heard the report and recommendation of the Ozark Planning Commission as to the Amendment of the Ozark Zoning Regulations and maps; that said property is owned by David Culver located at 709 N 12th Street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OZARK, ARKANSAS:

SECTION 1: That the zoning regulations and map of the City of Ozark shall be amended to reflect that the zoning of the following described property located in the Ozark District of Franklin County, Arkansas is modified from R - 1 to R - 2 to-wit:

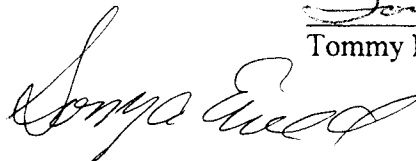
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 27 WEST, FRANKLIN COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON 12TH STREET IN THE CITY OF OZARK ON THE WEST LINE WHICH IS 665 FEET EAST AND 672 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID NW ¼ OF THE NE ¼, RUNNING THENCE WEST 140 FEET, THENCE SOUTH 100 FEET, THENCE EAST 140 FEET, THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING.


SECTION 2: All Ordinances, parts of Ordinances or Regulations in conflict herewith are hereby repealed.

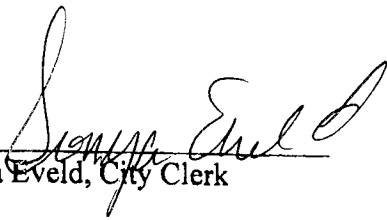
SECTION 3: That the lack of R - 2 zoning at the above-described location has resulted in conditions which are detrimental to the City of Ozark and its citizens. An emergency is therefore declared and this Ordinance being necessary for the preservation of public peace, health and safety shall be in full force and effect from and after its passage.

PASSED this 13th Day of November.

ATTEST:




Tommy R. McNutt, Mayor of Ozark


Sonya Eveld, City Clerk

CITY OF OZARK

REZONING COMMUNITY LIAISON FORM

The Petitioner, David & Barbara Culver
does hereby petition the Ozark Planning Commission to rezone the following described
property from R1 to R2. If such rezone involves a plat or subdivision,
such rezone shall be accompanied by a plat of the property. Other cases shall have a
survey or map of the location, such as a plat.

LEGAL DESCRIPTION:

*Available for review
at City Hall*

The street address of the property is:

709 N 12th
400 Block 12th Street.

The proposed new use of the property shall be:

Property Duplex Rental

VARIANCE OR OTHER USE

If the applicant is applying for a variance or special use permit, the above information
must be accompanied by a description of such special use or the need for such variance.

The petitioner also signs to the fact that he/she has received a copy of the Zoning
Ordinance.

David Culver
Petitioner

The City Clerk acknowledges the receipt of \$100.00 for the fee for rezone.

Joseph E. Ewald
City Clerk