

**AGENDA**  
**Cleburne County Quorum Court**  
**Thursday, September 12, 2024**

**6:00 p.m.**

Cleburne County Court Building  
922 South 9<sup>th</sup> Street  
Heber Springs, AR 72543

1. **Call to Order, Roll Call:**
2. **Reading, Correction, and Disposition of Minutes:**
3. **Report of Treasurer:**
4. **Report of Committees:**
  - a. Emergency Services Oversight Committee-**JP Foust**
  - b. Budget Committee-**JP Evans**
  - c. Jail Committee-**JP Evans**
5. **Unfinished Business:**
  - a. Heber Springs and White County contracts -**Judge Crosby**
6. **New Business:**
  - a. Proposed Resolution No. 2024-Contract of Obligation with DEQ-**JP Evans**
  - b. Proposed Ordinance No. 2024-Amend 2024 Budget-Cleburne County Aging (AED) Budget-**JP Foust**
  - c. Proposed Ordinance No. 2024-Amend 2024 Budget-Annex Building-**JP Evans**
  - d. Proposed Ordinance No. 2024-Dog Regulation (3)-**JP Foust**
  - e. Election Commission-**JP Evans**
7. **Comments from the Public:**
8. **Announcements:**
  - a. Next Regular Quorum Court Meeting is Thursday, October 10, 2024.
9. **Adjournment:**

# CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

August 8, 2024

The Cleburne County Quorum Court met in regular session in the Cleburne Court Building, 922 South 9<sup>th</sup> Street, Heber Springs, Arkansas. The meeting was called to order at 6:00 p.m. County Judge Eric Crosby presided.

PRESENT: Moorehead, Henegar, Caldwell, Fletcher, Malone, Martin, Foust, Tamburo, Owens.

ABSENT: Evans

## READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Martin to approve the minutes of the July 11, 2024, regular meeting, seconded by JP Owens. Voice vote, motion carried.

## REPORT OF TREASURER:

Motion was made by JP Caldwell to accept the Treasurer's report, seconded by JP Henegar. Voice vote, motion carried.

## REPORT OF COMMITTEES:

**Emergency Services Oversight Committee:** JP Foust reported that ASU Beebe is no longer offering EMT training and Survival Flight is looking into offering it. Ordinance 2023-27 offers reimbursement for training. The building on Hwy 92 has been framed and concrete is scheduled for next week.

**Budget Committee:** JP Foust stated that two ordinances were being brought tonight that had been through the budget meeting.

**Jail Committee:** JP Tamburo reported on the July committee meeting that toured a jail facility in Cross County that was built three years ago. It is similar in size to what we would require, easy to add on to, and cost them around \$10 million. The committee is looking at the possibility of touring a jail that has been remodeled.

## UNFINISHED BUSINESS:

### Proposed Ordinance No. 2024- Dog Regulation (2)

JP Foust presented an ordinance for third reading. **BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE RELATED TO THE REGULATION OF DOGS; PRESCRIBING THE RESPONSIBILITIES OF OWNERS THEREOF AND FIXING PENALTIES FOR VIOLATIONS; AND FOR OTHER PURPOSES"**. JP Foust made a motion to adopt the ordinance, seconded by JP Caldwell. A lengthy discussion followed, including comments from John Gates concerning issues his family is having regarding neighborhood dogs. JP Martin made a motion to call the question, seconded by JP Caldwell. Voice vote, motion carried. Roll call was taken. Ayes: Caldwell, Foust, Owens. Nays: Douglass, Fletcher, Henegar, Malone, Martin, Moorehead, Tamburo. Absent: Evans. **Ordinance Failed.**

### Proposed Ordinance No. 2024-County Maintained Public Roads in Cleburne County

JP Caldwell introduced an Ordinance. **ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN EMERGENCY ORDINANCE FOR THE PROTECTION OF THE TRAVELING PUBLIC, CONDITION AND MAINTENANCE OF THE COUNTY MAINTAINED PUBLIC ROADS IN CLEBURNE COUNTY AND WITHIN ITS UNINCORPORATED LIMITS; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES"**. JP Caldwell read the ordinance and made a motion to adopt the ordinance, seconded by JP Owens. JP Malone made a motion to amend Article 4.a to read 'Violation of this ordinance shall result in the fine **not in excess of \$1,000.00**', seconded by JP Martin. Voice vote, one nay by JP Caldwell, motion carried. Roll call was taken. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. Absent: Evans. **Passed and adopted as Ordinance 2024-29.**

**NEW BUSINESS:**

**Proposed Ordinance No. 2024-Transfer-Capital Projects Fund**

JP Henegar introduced an Ordinance. **BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE TRANSFERRING ADDITIONAL FUNDS FROM COUNTY GENERAL TO THE CAPITAL PROJECTS FUND."** JP Henegar made a motion to adopt the ordinance, seconded by JP Caldwell. Roll call was taken. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Malone, Martiin, Moorehead, Owens, Tamburo. Nays: None. Absent: Evans.  
**Passed and adopted as Ordinance 2024-30.**

**Proposed Ordinance No. 2024- Amend 2024 Budget- Sheriff ARPA Budget**

JP Moorehead introduced an Ordinance. **BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2023-038, WHICH ADOPTED THE BUDGET FOR CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND SHERIFF ARPA BUDGET."** JP Moorehead made a motion to adopt the Ordinance, seconded by JP Fletcher. Roll call was taken. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. Absent: Evans.  
**Passed and adopted as Ordinance 2024-31.**

**Proposed Ordinance No. 2024-Amend 2024 Budget-Sheriff DOJ Equitable Sharing Grant**

JP Martin introduced an Ordinance. **BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2023-38, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSED TO ADD THE DOJ EQUITABLE SHARING GRANT BUDGET."** JP Martin made a motion to adopt the ordinance, seconded by JP Fletcher. Roll call was taken. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. Absent: Evans.  
**Passed and adopted as Ordinance 2024-32.**

**COMMENTS FROM THE PUBLIC:**

**ANNOUNCEMENTS:**

- The next regular Quorum Court meeting will be held Thursday, September 12, 2024.

**ADJOURNMENT:**

JP Caldwell made the motion to adjourn, seconded by JP Moorehead. The meeting was adjourned at 7:55 p.m.

**ATTESTED:**

\_\_\_\_\_  
Rachelle Evans by Kim Wallace, Cleburne County Administrative Deputy Clerk/HR Clerical

This \_\_\_\_\_ day of \_\_\_\_\_ 2024

Book \_\_\_\_\_ Page (s) \_\_\_\_\_

**PROPOSED RESOLUTION NO. 2024- CONTRACT OF OBLIGATION WITH DEQ**

**A RESOLUTION TO EXECUTE AGREEMENT TO PROVIDE FINANCIAL ASSURANCE PER § 8-6-1603(d)(4) (CONTRACT OF OBLIGATION)**

**WHEREAS** Cleburne County, Arkansas, as owner or operator of a solid waste management facility permitted by Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ), is required by Ark. Code Ann. § 8-6-1603 to provide financial assurance to ensure that sufficient funds are available to meet the costs of corrective action, closure and post-closure care of its permitted solid waste facility; and

**WHEREAS** Ark. Code Ann. § 8-6-1603(d)(4) provides that an allowable mechanism for a municipality or county that owns or operates a solid waste management facility to demonstrate financial assurance and ensure that funds necessary to meet the costs of closure, post-closure care, and corrective action is for the county to execute a statutory contract of obligation as described therein;

**NOW, THEREFORE, BE IT RESOLVED** by the Cleburne County Quorum Court that Judge Crosby, as Signatory Agent of Cleburne County, is hereby authorized to execute a statutory contract of obligation as set out in the Agreement Affixed hereto.

**PASSED AND ADOPTED** this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Eric Crosby, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

**COUNTY SOLID WASTE FACILITY FINANCIAL ASSURANCE AGREEMENT --**  
**§8-6-1603(d)(4) (CONTRACT OF OBLIGATION)**

1. **CLEBURNE COUNTY** (COUNTY), a county government of the State of Arkansas, is owner or operator of a solid waste management facility permitted by Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) Permit No. **0280-S4-R1 / CLEBURNE COUNTY LANDFILL** (Permit). Pursuant to Ark. Code Ann. § 8-6-1603, COUNTY is required to provide financial assurance to ensure that sufficient funds are available to meet the costs of corrective action, closure and post-closure care of the permitted solid waste facility.

2. The current required amount of financial assurance for corrective action, closure and post-closure care as provided by Ark. Code Ann. § 8-6-1603(a), (b), and (c) for the COUNTY's permitted solid waste management facility is **TWO-HUNDRED TWENTY-ONE THOUSAND FOUR-HUNDRED FIFTEEN DOLLARS AND NINETY-SEVEN CENTS (\$221,415.97)**.

3. To satisfy its statutory obligations, COUNTY hereby elects to execute this binding agreement (AGREEMENT) described in Ark. Code Ann. § 8-6-1603(d)(4) as a "Contract of Obligation" in accord with the provisions of that statute and with Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 22.1405(n) as codified in the Code of Arkansas Rules, 8 CAR §60-1405(o).

4. By this AGREEMENT, pursuant to the provisions of Ark. Code Ann. § 8-6-1603(d)(4) and Rule 22.1405(n) as codified in 8 CAR §60-1405(o), COUNTY pledges general revenues equal to the amount of the required financial assurance in Paragraph 2 of this AGREEMENT, and authorizes the Director of DEQ to collect any general revenues being disbursed or to be disbursed from the State to COUNTY pursuant to Rule 22.1406(b) as codified in 8 CAR §60-1406(b) should

COUNTY fail to properly perform corrective action, closure or post-closure of the permitted solid waste management facility as required by state law, agency rule, or the Permit.

5. This AGREEMENT is for one fiscal year of COUNTY and shall automatically renew for each subsequent fiscal year. COUNTY agrees that the amount of financial assurance required at the time of each annual renewal shall be based upon the latest available annual reporting mechanisms submitted for the permitted facility and reviewed and approved by DEQ. This amount may be increased or decreased upon each annual renewal as required to reflect estimated costs for corrective action, closure, and post-closure care.

6. COUNTY acknowledges that this AGREEMENT is legally valid, binding, and enforceable and is irrevocable unless terminated upon written approval from the DEQ Director that:

- a. The solid waste management facility has closed in compliance with the law; and
- b. COUNTY has completed post-closure care in compliance with the law; or
- c. COUNTY provides an alternate financial assurance mechanism acceptable to DEQ

and in compliance with applicable law.

7. COUNTY shall file a copy of this AGREEMENT with the Commissioner of Revenues, Department of Finance and Administration and the Local Government Services Division, Arkansas State Treasury, no later than the tenth (10th) calendar day following the effective date of this AGREEMENT. COUNTY shall provide the DEQ Director with file-marked copies of this AGREEMENT no later than the fifteenth (15th) calendar day following the effective date of this AGREEMENT.

8. COUNTY represents and affirms that it has sufficient funds on-hand, appropriated by the annual budget, and available to comply with the terms and conditions of this AGREEMENT.

9. All notices required by this AGREEMENT shall be made by certified mail, return receipt requested, and addressed as follows:

Arkansas Department of Energy and Environment, DEQ  
Attn: Bailey Taylor Division of Environment Quality, Director  
5301 Northshore Drive  
North Little Rock, Arkansas 72118-5317

Cleburne County, Arkansas  
Attn: The Honorable Eric Crosby, County Judge  
300 W. Main St.  
Heber Springs, AR 72543

Arkansas Department of Finance and Administration  
Attn: Commissioner of Revenues  
P.O. Box 1272  
Little Rock, Arkansas 72203

Arkansas State Treasury  
Attn: Local Government Services Division  
220 State Capitol  
Little Rock, Arkansas 72201

10. Funds collected through this AGREEMENT will be used for closure and post-closure activities in accordance with Rule 22. In the event that there are funds remaining after DEQ certifies the necessary closure and post-closure activities are completed then DEQ will return those funds to the COUNTY.

11. Nothing herein shall prevent DEQ from initiating any enforcement proceeding against COUNTY. Nothing herein is construed to relieve COUNTY from any closure or post-closure action resulting from the solid waste management facility that is the subject of the Permit.

Nothing herein is construed to limit the liability of COUNTY for any closure or post-closure resulting from the subject solid waste management facility to the amount established by this AGREEMENT.

12. This AGREEMENT shall be effective upon the DEQ Director's signature.

13. This AGREEMENT has been reviewed and approved by the governing body of the COUNTY in a duly called and convened meeting with a quorum present.

14. The governing body of the COUNTY has authorized the COUNTY JUDGE to sign this AGREEMENT on the behalf of COUNTY as evidenced by the attached resolution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Arkansas Department of Energy and Environment,  
Division of Environmental Quality

\_\_\_\_\_  
Bailey Taylor  
Division of Environment Quality, Director

\_\_\_\_\_  
Date

COUNTY

\_\_\_\_\_  
Eric Crosby  
COUNTY JUDGE

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
[RECORDER/CLERK/DIRECTOR]



**WHAT IS REQUIRED AT A MINIMUM:**

- ✓ The financial assurance mechanism must ensure that the amount of funds assured is sufficient to cover the costs of closure, post-closure care, and corrective action when needed.
- ✓ The maximum amount pledged under the contract cannot exceed the total amount of general revenue disbursed to the municipality or county in the last fiscal year, or, if approved by the DEQ Chief Administrator, the amount currently projected by the State to be disbursed during the current fiscal year.
- ✓ The contract of obligation must be irrevocable and issued for a period of at least one year.
- ✓ The owner or operator shall submit the contract of obligation on forms developed by DEQ and provided to the DEQ Director for approval.

**COUNTY SOLID WASTE FACILITY FINANCIAL ASSURANCE AGREEMENT --**  
**§8-6-1603(d)(4) (CONTRACT OF OBLIGATION)**

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2. The current required amount of financial assurance for corrective action, closure and post-closure care as provided by Ark. Code Ann. § 8-6-1603(a), (b), and (c) for the COUNTY's permitted solid waste management facility is **TWO-HUNDRED TWENTY-ONE THOUSAND FOUR-HUNDRED FIFTEEN DOLLARS AND NINETY-SEVEN CENTS (\$221,415.97)**.

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- a. The solid waste management facility has closed in compliance with the law; and
- b. COUNTY has completed post-closure care in compliance with the law; or
- c. COUNTY provides an alternate financial assurance mechanism acceptable to DEQ

and in compliance with applicable law.

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Attn: The Honorable Eric Crosby, County Judge  
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Heber Springs, AR 72543

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Attn: Commissioner of Revenues  
P.O. Box 1272  
Little Rock, Arkansas 72203

Arkansas State Treasury  
Attn: Local Government Services Division  
220 State Capitol  
Little Rock, Arkansas 72201

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11. Nothing herein shall prevent DEQ from initiating any enforcement proceeding against COUNTY. Nothing herein is construed to relieve COUNTY from any closure or post-closure action resulting from the solid waste management facility that is the subject of the Permit.

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14. The governing body of the COUNTY has authorized the COUNTY JUDGE to sign this AGREEMENT on the behalf of COUNTY as evidenced by the attached resolution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Arkansas Department of Energy and Environment,  
Division of Environmental Quality

\_\_\_\_\_  
Bailey Taylor  
Division of Environment Quality, Director

\_\_\_\_\_  
Date

COUNTY

\_\_\_\_\_  
Eric Crosby  
COUNTY JUDGE

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
[RECORDER/CLERK/DIRECTOR]

## WHAT IS REQUIRED AT A MINIMUM:

- ✓ The financial assurance mechanism must ensure that the amount of funds assured is sufficient to cover the costs of closure, post-closure care, and corrective action when needed.
- ✓ The maximum amount pledged under the contract cannot exceed the total amount of general revenue disbursed to the municipality or county in the last fiscal year, or, if approved by the DEQ Chief Administrator, the amount currently projected by the State to be disbursed during the current fiscal year.
- ✓ The contract of obligation must be irrevocable and issued for a period of at least one year.
- ✓ The owner or operator shall submit the contract of obligation on forms developed by DEQ and provided to the DEQ Director for approval.

**PROPOSED ORDINANCE NO. 2024-AMEND 2024 BUDGET-CLEBURNE COUNTY AGING**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2023-038, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND THE CLEBURNE COUNTY AGING BUDGET."**

**WHEREAS**, the Cleburne County Aging Center has many county residents that come throughout the week to eat there and have activities. They also have multiple fundraisers. Several of the employees at the center have recently been trained to operate an AED (Automated External Defibrillator) but do not have one on the premises.

**WHEREAS**, the Cleburne County Quorum Court acknowledges the important part the Cleburne County Aging Center plays for the Seniors in the County and the devastating effect not having an AED on the premises would be should the need arise.

**WHEREAS**, the Cleburne County Aging Center does not have the extra funds to purchase an AED so the Quorum Court agrees to help.

**NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

**Section 1.** The budget shall be amended and increased by adding the following appropriation:

**Fund 1000 County General, Department 804 Cleburne County Aging**

LINE ITEM	FROM	TO	CHANGE
1000-0804-2002 Small Equipment	\$0.00	\$2,600.00	+\$2,600.00
<b>Total Increase:</b>			\$2,600.00

**Section 2.** In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 3.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of September 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Eric Crosby, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

**PROPOSED ORDINANCE NO. 2024- ANNEX BUILDING BUDGET**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS: AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2023-038, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND /OR OTHER PURPOSES TO AMEND TAX COLLECTOR AND ASSESSOR BUDGET."**

**WHEREAS**, the Cleburne County Annex Building houses numerous records in a large room located at the back of the building. This room has never been climate controlled and is causing deterioration to records. Money needs to be appropriated to have electrical work done and a system installed to keep the integrity of the current and future records.

**NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

Section 1. The following appropriation is hereby approved:

**Fund: 1000 County General, Department 0104 Tax Collector**

LINE ITEM	FROM	TO	CHANGE
1000-0104-2020 Building Materials and Supplies	\$2,000.00	\$4,750.00	+\$2,750.00
1000-0104-2022 Plumbing and Electrical	\$550.00	\$1,300.00	+\$750.00

**Fund: 1000 County General, Department 0105 Assessor**

LINE ITEM	FROM	TO	CHANGE
1000-0105-2020 Building Materials and Supplies	\$4,000.00	\$6,750.00	+\$2,750.00
1000-0105-2022 Plumbing and Electrical	\$1,200.00	\$1,950.00	+\$750.00
<b>TOTAL CHANGE IN COUNTY GENERAL BUDGET</b>			<b>+\$7,000.00</b>

Section 2. In the event that any provision of this Ordinance or the application thereof to any person or circumstance, is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this 12<sup>th</sup> Day of September 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Eric Crosby, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_



PROPOSED ORDINANCE NO. 2024-DOG REGULATION (3)

BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE RELATED TO THE REGULATION OF VICIOUS DOGS AND ABANDONED PETS; PRESCRIBING THE RESPONSIBILITIES OF OWNERS THEREOF AND FIXING PENALTIES FOR VIOLATIONS; AND FOR OTHER PURPOSES."

NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

**Section 1:** Except as specified herein, this ordinance does not pertain to areas of the incorporated municipalities of Cleburne County, but does include all other areas of Cleburne County.

**Section 2:** Vicious Dogs and abandoned pets; Violations and Penalties

Definitions

1. Animal Owner: Any person having ownership or personal property rights in a dog or another animal, or any person who keeps, in his care, acts as custodian for, or knowingly permits a dog or other animal to remain on or about any premises occupied by him or her.
2. Vicious Dog: A vicious dog is any dog that meets one or more of the following criteria:
  - a. Any dog that inflicts unprovoked bites, attacks, or attempts to attack human beings, domesticated animals, or livestock.
  - b. Any dog approaching an individual in an aggressive manner or in such a way as to place that individual in reasonable fear of unprovoked injury or attack of persons, domesticated animals, or livestock.
3. Domesticated Animals: 'Domesticated Animals' includes but it not limited to dogs, cats, sheep, goats, equine, cattle, swine, fowl, and poultry.
4. At Large: Any dog deemed vicious under this ordinance is considered to be at large when it is off the premises of its owner's real property, and not properly restrained, whether or not the owner had actual knowledge that the dog had left the owner's premises or real property.

Offenses

*Failure to Contain a Vicious Dog*

1. No owner of a vicious dog shall suffer or permit such dog to be at large.
2. No owner of a vicious dog shall permit such dog to go beyond the premises of said owner unless the dog is properly restrained by means of a leash, box/kennel style device, and/or enclosure designed to keep the dog separated from people, and under the immediate control of the owner.
3. If any dog, while not on the property of the owner, bites, or seriously injures, domestic animal, livestock, or poultry, it shall be prima facie evidence as a violation of this offense.
4. No dog may be declared vicious if any injury or damage sustained by a person who, at the time such injury was sustained, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was teasing, tormenting, abusing, or assaulting the dog, or was committing or attempting to commit a crime.
5. No dog may be declared vicious if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.

## PROPOSED ORDINANCE NO. 2024-DOG REGULATION (3)

6. If a dog is determined by the investigating agency to be a vicious dog, and it is unable to be kept on the owner's property, found at large, or if there are articulable facts that the animal is likely to carry out an unprovoked attack, the investigating agency has the authority to seize that dog, and/or force the owner to turn that dog over to the Humane Society (or other animal shelter).
7. In addition to any penalty imposed under this section, the court or jury may require the defendant to pay restitution under § 5-4-205 for any medical bills of the person attacked for injuries caused by the attack.

### Abandonment of Pets

1. It shall be unlawful to drop, deposit, discard, or otherwise dispose of or abandon pets upon any public or private property in this County.
2. If any pet is found located in such a manner as to violate this offense, and that pet had been identified as having been disposed of or abandoned by a particular person or persons, that shall be prima facie evidence that said person is in violation of this offense.

### Enforcement

1. The Cleburne County Sheriff's Office and other law enforcement officials authorized by state or local law, are authorized, for violation of any portion of this article to give to the owner, a summons in lieu of arrest, to appear in the Cleburne County District Court, Criminal Division.

### Penalties

1. Any violation of this ordinance is deemed a petty offense, and, upon conviction of a first or second offense, shall be fined not less than \$25 nor more than \$200. Upon conviction of a third or subsequent offense, shall be fined not less than \$250 nor more than \$500, except that if an act prohibited herein or rendered unlawful is, in its nature, continuous in respect to time, the fine for allowing continuance thereof in violation of this ordinance shall not exceed \$250 for each day that the same is unlawfully continued.
2. In addition to the aforementioned penalties, any violator may also be required to serve community service for a period of time not to exceed 30 days.

### Exemptions

1. Nothing in this ordinance shall apply in any manner whatsoever to the official use of police work dogs trained to aid law enforcement, if such dogs are actively being used for police work purposes, protection of the public, investigation of crime, and apprehension of law violators.
2. Nothing in this ordinance precludes a dog from 'protecting his owner' – or any other person for whom the dog feels loyalty – from physical attack. It is acknowledged that even a dog may defend against injury or battery. This ordinance does not apply when an individual trespasses on an animal owner's property. However, each dog or other animal owner shall exercise care to make certain that no harm results to an innocent trespasser, such as children, misguided pedestrians, invitees, trades people, business associates, social guests, and friends. It is further acknowledged pursuant to Act 393 of 1987 that any person engaged in raising or owning domesticated animals has the right to protect said animals from dogs, including the killing of such dogs, if necessary.

**Section 3: Severability:** If any provisions of this ordinance or the application thereto to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the

**PROPOSED ORDINANCE NO. 2024-DOG REGULATION (3)**

ordinance which can be given effect without the invalid provisions or applications, and to this end, the provisions of this ordinance are declared to be severable.

**Section 4:** All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Eric Crosby, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

**PROPOSED**