

AGENDA
Cleburne County Quorum Court
Thursday, October 13, 2022
6:00 p.m.

Cleburne County Court Building
922 South 9th 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. Ambulance Committee
 - b. Jail Committee
5. **Unfinished Business:**
 - a. None
6. **New Business:**
 - a. Proposed Resolution No. 2022-Contract of Obligation with DEQ-**JP Evans**
 - b. Proposed Ordinance No. 2022 LATC Sub-Fund-**JP Caldwell**
 - c. Proposed Ordinance No. 2022-Grass Clippings-**JP Henegar**
 - d. Proposed Ordinance No. 2022-Amend 2022 Budget-Sheriff, Jail, County Detention-**JP Martin**
 - e. Proposed Ordinance No. 2022-Amend 2022 Budget-Election Commission-**JP Malone**
 - f. Proposed Ordinance No. 2022-Amend 2022 Budget-Veterans Office-**JP Malone**
 - g. Proposed Ordinance No. 2022-GIA Criteria-**JP Evans**
 - h. Contract Amendment ALS and BLS Ambulance Services-**JP Foust**
 - i. Discussion TSI-EMS Services-**JP Blackburn**
 - j. Proposed Ordinance No. 2022-ICA Dispatch Services-**JP Evans**
7. **Comments from the Public:**
8. **Announcements:**
 - a. Next Regular Quorum Court Meeting Thursday, November 17, 2022.
9. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

September 8, 2022

The Cleburne County Quorum Court met in regular session in the Cleburne Court Building, 922 South 9th Street, Heber Springs, Arkansas. The meeting was called to order at 6:01 p.m. County Judge Karl Martin presided.

PRESENT: Henegar, Blackburn, Malone, Evans, Martin, Foust, Tamburo, Holmes. ABSENT: Caldwell, Hall.

VACANT: JP 10

READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Malone to approve the minutes of the August 11, 2022, regular meeting, seconded by JP Martin. Voice vote, motion carried.

REPORT OF TREASURER:

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

REPORT OF COMMITTEES:

Ambulance: JP Foust had a meeting regarding the contract with Survival Flight and the Order issued from Judge Weaver. A copy of the current, signed contract was distributed to the Quorum Court members. JP Foust advised that the only changes from the July 2021 contract were the beginning dates. JP Blackburn wanted clarification from County Attorney Drew Smith that, with this contract, Survival Flight has been awarded a Franchise agreement for the area covered in pink, of which Mr. Smith agreed. The issue of this franchise interfering with volunteer services is an area that will need to be reviewed. JP Henegar advised that the ambulance committee met to make sure the Quorum Court complied with the Order from Judge Weaver, the franchise agreement contents were not discussed as to any specific issues. JP Evans requested the Ambulance Committee meet and come back to the Court with recommendations on any issues that need to be addressed regarding the Franchise Agreement.

Jail: JP Evans reported the Jail Committee will meet next week.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Proposed Resolution No. 2022-Declaring a Vacancy in JP District 10

JP Evans introduced a Resolution: **"A RESOLUTION DECLARING A VACANCY IN THE OFFICE OF JUSTICE OF THE PEACE, DISTRICT TEN (10), CLEBURNE COUNTY, STATE OF ARKANSAS"**.

JP Malone made a motion to adopt the Resolution, seconded by JP Martin. Roll Call was taken. Ayes: Blackburn, Evans, Foust, Henegar, Holmes, Malone, Martin, Tamburo. Nays: None.

Passed and adopted as Resolution 2022-07.

Susan Vowels, Arkansas Community Foundation of Cleburne County, spoke to make the Court aware of this foundation and how this foundation uses "smart giving" to improve communities in Cleburne County.

Proposed Resolution No. 2022-Tigg Tax Back

JP Evans introduced a Resolution: **"RESOLUTION OF THE QUORUM COURT OF CLEBURNE COUNTY CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF TIGG HOLDINGS, LLC, DBA TIGG, LLC, A NEWTERRA COMPANY TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003)"**.

JP Evans made a motion to adopt the Resolution, seconded by JP Tamburo. Discussion followed. Roll Call was taken. Ayes: Blackburn, Evans, Foust, Henegar, Holmes, Malone, Martin, Tamburo. Nays: None.

Passed and adopted as Resolution 2022-08.

Proposed Ordinance No. 2022-Pine Snag/Lobo EMS Service

JP Malone introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE FOR THE PURCHASE OF SERVICE EQUIPMENT FOR VOLUNTEER EMS SERVICE"**.

JP Malone made a motion to adopt the Ordinance, seconded by JP Foust. Lengthy discussion followed. JP Henegar did add that as announced in the July meeting the budget committee is working on an Ordinance to adopt procedures for EMS services to apply for funds from the County so the process is consistent. Also, it was mentioned that the Court needs time to make sure what is allowable under the Franchise Agreement with Survival Flight. Roll Call was taken. Ayes: Foust, Holmes, Malone. Nays: Blackburn, Evans, Henegar, Martin, Tamburo. Proposed Ordinance failed to meet the required two-thirds vote. Ordinance failed.

COMMENTS FROM THE PUBLIC:

Sigrid Davis addressed the Court regarding the Pine Snag/Lobo Service.

Allison Hall addressed the Court regarding the Midway Bridge and public access to the water.

Sonia Flanigan addressed the Court regarding a possible Ordinance on the matter of grass clippings on county roads.

ANNOUNCEMENTS:

- Judge Martin reported that no issues came to the auditor’s attention to report concerning the 2021 Audit.
- The next regular Quorum Court meeting will be held Thursday, October 13, 2022.
- Anticipated Revenue meeting is scheduled for October 11, 2022, at 9 a.m. in the Judge’s office.

ADJOURNMENT:

JP Martin made a motion to adjourn, seconded by JP Evans. Meeting adjourned at 7:22 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk Date

Book _____ Page (s) _____

PROPOSED RESOLUTION NO. 2022-CONTRACT OF OBLIGATION WITH DEQ

A RESOLUTION FOR THE PURPOSE OF AUTHORIZING THE COUNTY JUDGE OF CLEBURNE COUNTY, ARKANSAS, TO ENTER INTO A CONTRACT OF OBLIGATION WITH THE ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY

WHEREAS, Cleburne County, Arkansas, deems it necessary and proper to enter into a Contract of Obligation with the Arkansas Department of Energy and Environment, Division of Environmental Quality as authorized by *Arkansas Code Annotated § 8-6-1603*.

NOW, THEREFORE, BE IT RESOLVED by the Cleburne County Quorum Court that County Judge, as the signatory Agent of Cleburne County, is hereby authorized to enter into a Contract of Obligation affixed hereto and to sign the Contract of Obligation on behalf of Cleburne County.

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

IRREVOCABLE CONTRACT OF OBLIGATION

RECITALS

WHEREAS, owners/operators of solid waste management facilities are required to provide financial assurances to the Arkansas Department of Energy and Environment, Division of Environmental Quality (hereinafter “DEQ”) to ensure that sufficient funds are available to meet the costs of closure or post closure;

WHEREAS, county governments as owners or operators of solid waste management facilities may utilize an alternate method of providing financial assurance for closure and post-closure care as authorized by Ark. Code Ann. § 8-6-1603 through the issuance of a Contract of Obligation (hereinafter “Contract”) to DEQ; and

WHEREAS, DEQ and Cleburne County (hereinafter “COUNTY”), Arkansas have reached mutually agreed terms and conditions for providing financial assurances through a Contract of Obligation.

TERMS AND CONDITIONS

COUNTY hereby offers and DEQ hereby accepts this Contract of Obligation as financial assurance pursuant to Ark. Code Ann. § 8-6-1603(d)(4):

1. Pursuant to Arkansas Pollution Control and Ecology Commission (hereinafter “APC&EC”) Reg. 22.1405(n), the contract is a binding, enforceable agreement and is irrevocable unless terminated in accordance with Paragraph 19 herein.

2. COUNTY is a county government of the State of Arkansas.

3. COUNTY is the owner or operator of the solid waste management facility pursuant to DEQ Permit No. 0280-S4-R1 (hereinafter "Permit").

4. This Contract is for one fiscal year of COUNTY and shall automatically renew for four additional fiscal years unless the COUNTY fails to appropriate funds in its annual budget to perform the terms and conditions required herein. A fiscal year for purposes of this Contract is defined as the fiscal year for COUNTY.

5. COUNTY shall provide written notice not less than 60 days prior to the expiration of the fiscal year to the Secretary if COUNTY will not appropriate funds in the COUNTY'S upcoming annual budget necessary to perform the terms and conditions of this Contract. In the event of non-appropriation, this Contract shall terminate on the last day of the fiscal year subject to appropriation by COUNTY.

6. COUNTY's solid waste management facility is not authorized to transfer, store or dispose of hazardous waste as defined and regulated under Regulation 23 of the Arkansas Pollution Control and Ecology Commission.

7. COUNTY represents and affirms that the general revenues pledged and secured under this Contract to DEQ shall be equal to but not less than the estimated annual cost for closure and post-

closure care to satisfy the financial assurance requirements pursuant to Ark. Code Ann. § 8-6-1603(d)(4)(C).

8. The required amount of financial assurance for the solid waste management facility which is the subject of the Permit is **ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND FORTY-FOUR CENTS (\$195,213.44)** for Closure and Post-Closure Care as provided by Ark. Code Ann. § 8-6-1603(a), (b), and (c).

9. The required amount of financial assurance stated in ¶8 does not exceed the amount currently projected by the State to be disbursed as general revenues during the current fiscal year to COUNTY as authorized by APC&EC Reg.22.1405(n)(2).

10. To fulfill the amount of the financial assurances established in ¶8 of this Contract, COUNTY hereby grants and pledges its rights and interest in the general revenues being disbursed, or that may be disbursed, to COUNTY by or from the State of Arkansas to DEQ for the express purposes and terms provided by this Contract.

11. COUNTY hereby acknowledges that upon default, DEQ's rights to the said general revenues during the tenure of this Contract are irrevocable, undisputed, and absolute.

12. For purposes of the Contract, the term "default" is defined as any failure by the COUNTY to properly perform a closure or post-closure for the solid waste management facility that is the subject of the Permit or required by state law or regulation.

13. The Secretary shall initiate the procedure for forfeiture of financial assurance provided in APC&EC Reg.22.1406 should the COUNTY default on this contract as defined herein. DEQ shall provide a Default Administrative Order, an APC&EC Minute Order, Consent Administrative Order, or other enforceable Order directing COUNTY, the Arkansas State Treasury, and the Department of Finance and Administration to commence the capture of revenues pledged by this Contract.

14. Effective upon default, COUNTY hereby authorizes and instructs the Arkansas State Treasury and the Arkansas Department of Finance and Administration to capture, re-direct, and tender the general revenues pledged in ¶10 of the Contract to DEQ. Payments made to DEQ shall be delivered to the address appearing below.

15. COUNTY shall file a copy of this Contract 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 Contract. COUNTY shall provide the Secretary with file-marked copies of this Contract no later than the fifteenth (15th) calendar day following the effective date of this Contract.

16. In the event this Contract is not renewed or is terminated for any reason, COUNTY shall provide alternate financial assurances pursuant to Ark. Code Ann. § 8-6-1603 and the regulations promulgated pursuant thereto not less than 60 days prior to the termination of this Contract for review and approval by DEQ.

17. The amount of financial assurance required for the solid waste management facility that is the subject of the Permit shall be based upon the latest available annual reporting mechanisms submitted by the facility owner/operator; and as reviewed and approved by DEQ. Such review shall be completed by DEQ prior to the commencement of COUNTY subsequent fiscal year. This amount may be increased or decreased as required to reflect estimated costs for closure and post-closure care.

18. The total amount of required financial assurance established by ¶17 above, shall be approved by DEQ not less than one hundred twenty (120) days prior to the beginning of any COUNTY fiscal year.

19. This Contract shall terminate upon written approval from the Secretary that:

- a. The solid waste management facility has closed in compliance with the law;
- b. COUNTY has completed post-closure care in compliance with the law; or
- c. COUNTY provides an alternate financial assurance mechanism that is acceptable to DEQ and is in compliance with the terms of this Contract as outlined in ¶ 25.

20. 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 Contract.

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

Arkansas Department of Energy and Environment, DEQ
Attn: Julie Linck, Chief Administrator
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317

Cleburne County, Arkansas
Attn: Karl Martin
300 West Main Street
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

22. COUNTY represents and affirms that the surrender and tender of funds to DEQ contemplated by this Contract shall not cause COUNTY to expend more than available revenues from all sources for any given fiscal year during which this Contract is effective.

23. Funds collected through this Contract of Obligation will be used for closure and post-closure activities in accordance with Regulation 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.

24. In the event that any provision provided herein is determined to be invalid or void by a court of competent jurisdiction, it shall not affect the validity of the remaining parts thereof.

25. This Contract may be terminated by the substitution of alternate financial assurances by mutual agreement of DEQ and COUNTY provided:

- a. COUNTY makes a sixty (60) day written notice by certified mail to DEQ of its intention to provide an alternate form of financial assurance to replace the obligations required by this Contract;
- b. COUNTY provides a description and specimen of the proposed alternate form of financial assurance;
- c. The proposed alternate form of financial assurance is authorized by law;
- d. DEQ reviews and accepts the alternate form of financial assurance;
- e. An effective date of the alternate form of financial assurance is set by DEQ; and
- f. There is no resulting lapse of financial assurance coverage incurred by COUNTY.

26. Nothing herein shall prevent DEQ from initiating any enforcement proceeding against COUNTY.

27. 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.

28. 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 ¶8 of this Contract.

29. This Contract shall be effective upon the Secretary's signature.

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

31. The governing body of the COUNTY has authorized the COUNTY JUDGE to sign this Contract of Obligation 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

Julie Linck
Chief Administrator

Date

COUNTY

Cleburne County Judge Karl Martin

Date

Attest:

Cleburne County Clerk Rachelle Evans

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 Secretary, 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 file the contract of obligation on forms developed by DEQ and provided to the Secretary for approval.

PROPOSED ORDINANCE NO. 2022-LATC SUB-FUND

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS: AN ORDINANCE TO ESTABLISH A COUNTY GENERAL SUB-FUND TO BE CALLED THE LOCAL ASSISTANCE CONSISTENCY FUND (LATC); AND TO DECLARE AN EMERGENCY.

Article 1. Affirmation. It comes before this Court that there is a need to establish a County General sub-fund on the books of the county to track Local Assistance and Tribal Consistency Fund revenues made available to “eligible revenue sharing counties” under the American Rescue Plan Act (ARPA). This Court recognizes and affirms the need for such a fund to properly account for and control all such revenues allowed and expenditures made.

Article 2. Establishment of Fund. There is hereby created on the books of the Cleburne County Treasurer and the books of the Cleburne County Clerk a County General sub-fund to be known as the Local Assistance Tribal Consistency Fund or more commonly referred to as the LATC Fund. The fund number is *1007* and the revenue code is *7112* as assigned by Arkansas Legislative Audit. Any transfer codes; office/department codes; and expenditure codes are to be assigned locally using the County Financial Management System per the direction of Arkansas Legislative Audit.

Article 3. Operation of Fund. The LATC Fund is subject to all the normal county budgeting, appropriation and expenditure regulations of Title 14 of Arkansas Code Annotated and the County Financial Management System. In accordance with the American Rescue Plan Act the LATC funds are available for any governmental purpose other than a lobbying activity. LATC funds can be treated like general revenue funds or PILT payments. Proper records and documentation must be maintained on the use of these funds for the annual Obligation and Expenditure Report until all funds are expended and for federal audit purposes.

Article 4. Emergency Clause. It is found by this Court that the receipt of LATC funding is imminent making it necessary to establish the Local Assistance and Tribal Consistency Fund in order to properly track the revenue and appropriated expenditures. Therefore, an emergency is declared to exist and this ordinance shall be in full force and effect from the date of passage and approval.

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2022-GRASS CLIPPINGS

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS: AN ORDINANCE TO BE ENTITLED: AN ORDINANCE FOR THE ESTABLISHMENT OF PROHIBITED CONDUCT INVOLVING YARD TRIMMINGS AND FOR VIOLATIONS AND PENALTIES TO BE IMPOSED UPON CONVICTION.

WHEREAS, the Quorum Court recognizes the importance of safe driving and need for a continuing effort to ensure the safety and welfare of those who travel in Cleburne County on county roads.

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

Section 1: Prohibited Conduct

It shall be unlawful to rake, blow, place, or mow grass clippings or other yard debris onto the pavement of any County public street or road. No person shall permit grass clippings or other yard debris from mower swaths or other landscape machinery to remain upon County sidewalks or County street pavements. This prohibited conduct does not apply to County roads that are maintained as dirt or gravel roads.

Section 2: Fines

- (1) Any person violating the provisions of this Ordinance, except as otherwise provided in this ordinance, upon conviction, may be fined as provided by the provisions of this ordinance.
- (2)
 - (A) Upon first violation, a warning letter shall be sent to the individual who has violated this Ordinance requesting that the prohibited conduct cease immediately.
 - (B) Any who shall within six (6) months thereafter be convicted of a second violation of such section, may be fined a sum of Fifty (\$50.00) dollars.
 - (C) For each subsequent violation within six (6) months of the previous violation, the fine shall double, up to a maximum fine of Two Hundred (\$200.00).

Section 3. Conflicts Repealed

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

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED ORDINANCE NO. 2022-AMEND BUDGET-SHERIFF, JAIL, COUNTY
DETENTION**

BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED: “AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2021-035, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND/OR OTHER PURPOSES TO AMEND THE SHERIFF, JAIL, AND COUNTY DETENTION BUDGETS”.

WHEREAS, the Sheriff’s Office, in conjunction with the County Jail Committee has been working to reopen “B-Pod” in the jail to increase the number of jail beds, and

WHEREAS, the jail needs additional storage space to facilitate opening “B-Pod” as quickly as possible, and

WHEREAS, the jail is also in need of an additional commercial washing machine for the jail, and

WHEREAS, need exists to amend the 2022 Sheriff’s Office budget to appropriate funds to accommodate the above tasks,

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

Section 1. The following appropriation is hereby approved:

Fund 1000 General, Department 418 Jail

LINE ITEM	FROM	TO	CHANGE
1000-0418-4002 Buildings	\$0.00	\$22,759.06	+\$22,759.06
1000-0418-1005 Overtime and Other Premium Compensation	\$20,000.00	\$8,000.00	-\$12,000.00
1000-0418-3197 Juvenile Housing	\$37,000.00	\$30,000.00	-\$7,000.00
1000-0418-2004 Medicine and Drugs	\$12,000.00	\$10,120.47	-\$1,879.53
1000-0418-3060 Electricity	\$30,000.00	\$28,120.47	-\$1,879.53
TOTAL CHANGE IN JAIL BUDGET			\$0.00

Fund 3018 County Detention Facility, Department 498 County Detention Facility

LINE ITEM	FROM	TO	CHANGE
3018-0498-4004 Machinery and Equipment	\$12,000.00	\$16,393.56	+\$4,393.56
3018-0498-2023 Parts and Repairs	\$34,000.00	\$29,606.44	-\$4,393.56
TOTAL CHANGE IN COUNTY DETENTION FACILITY BUDGET			\$0.00

Fund 1000 General, Department 400 Sheriff

LINE ITEM	FROM	TO	CHANGE
1000-0400-4002 Buildings	\$0.00	\$21,231.24	+\$21,231.24
1000-0400-4004 Machinery and Equipment	\$3,000.00	\$1,041.84	-\$1,958.16
1000-0400-1019 Corps Overtime	\$5,000.00	\$1,000.00	-\$4,000.00
1000-0400-2007 Fuel, Oil, and Lubricants	\$160,000.00	\$144,726.92	-\$15,273.08
TOTAL CHANGE IN SHERIFF BUDGET			\$0.00

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.

**PROPOSED ORDINANCE NO. 2022-AMEND BUDGET-SHERIFF, JAIL, COUNTY
DETENTION**

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

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED

PROPOSED ORDINANCE NO. 2022-AMEND 2022 BUDGET-ELECTION COMMISSION

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 2021-035, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 TO AMEND THE ELECTION COMMISSION BUDGET.

WHEREAS, at the 2022 budgeting time it was not apparent that funds would need to be appropriated to the Retirement line item for a part-time worker to be paid from the Election Commission Budget that is on the County retirement program, and

WHEREAS, need exist to amend the 2022 Election Commission Budget to appropriate funds to the Retirement line item.

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

Section 1. The Quorum Court hereby approves the following appropriations:

Fund 1000 General, Department 109 Election Commission

LINE ITEM	FROM	TO	CHANGE
1000-0109-1008 Retirement	\$0.00	\$1,500.00	+\$1,500.00
1000-0109-2001 General Supplies	\$7,000.00	\$5,500.00	-\$1,500.00
TOTAL CHANGE IN THE ELECTION COMMISSION BUDGET			\$0.00

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 _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2022-AMEND 2022 BUDGET-VETERANS OFFICE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS: AN ORDINANCE TO BE ENTITLED: APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2021-035, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND FOR OTHER PURPOSES.

WHEREAS, need exists to amend the 2022 Budget for a part time salary change in the Veterans Office Budget. The current County Veteran Affairs Officer will be retiring at the end of the year. There is extensive certification and training needed for this position that requires someone to begin the process now. There is not currently enough money in the part time budget to accommodate the need, so money must be appropriated.

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

Section 1. The following appropriation is hereby approved:

Fund 1000 General, Department 800 Veterans Office

LINE ITEM	FROM	TO	CHANGE
1000-0800-2002 Small Equipment	\$1,500.00	\$0.00	-\$1,500.00
1000-0800-2001 General Supplies	\$2,000.00	\$1,405.00	-\$595.00
1000-0800-1002 Salaries, Part-Time	\$4,000.00	\$5,200.00	+\$1,200.00
1000-0800-1006 Social Security Matching	\$2,624.00	\$2,719.00	+\$95.00
1000-0800-1008 Non-Contributory Retirement	\$4,642.00	\$5,442.00	+\$800.00
TOTAL CHANGE IN VETERANS OFFICE BUDGET			\$0.00

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 _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2022-GIA CRITERIA

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE FOR THE ESTABLISHMENT OF CRITERIA REQUIRED FOR THE COUNTY QUORUM COURT TO CONSIDER A GRANT IN AID FUNDING REQUEST".

WHEREAS, the Quorum Court recognizes the importance of providing money to nonprofit organizations that help provide essential services and assistances to the residents of Cleburne County, and

WHEREAS, the Quorum Court wishes to establish criteria that must be met before any such monetary request shall be considered.

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

Section 1. Required Information to be Provided.

The following information shall be provided by all organizations who wish to request grant in aid funding from Cleburne County:

- A. Three (3) years of profit and loss statements;
- B. A current balance sheet;
- C. Current budget; and
- D. A certificate of good standing with the Arkansas Secretary of State.

Section 2. Additional Information to Be Provided by Volunteer EMS Services.

In addition to the information that is required above, all Volunteer EMS Services shall also provide the following supplementary information:

- A. The percentage (%) of calls that the volunteer EMS service responded to within the last six (6) months;
- B. The percentage (%) of calls that the volunteer EMS service responded to within the last six (6) months that were for lift assists only; and
- C. A certificate (or equivalent paperwork) of good standing with the Arkansas Department of Health.

Section 3. Deadline For Requests.

All requests submitted under this Ordinance shall be turned in to the County Judge's Office no later than February 28th of the requested funding year.

Section 4. Severability.

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 5. Conflicts Repealed.

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

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**AMENDMENT TO CONTRACT FOR ALS AND BLS AMBULANCE
SERVICES IN CLEBURNE COUNTY**

This Amendment to the Contract for ALS and BLS Ambulance Services is made pursuant to the powers reserved by both Survival Flight Inc. and Cleburne County in Paragraph Twenty-Three (23) of the Contract for ALS and BLS Ambulance Services in Cleburne County.

Pursuant to said powers conferred in Paragraph Twenty-Three (23) of the Contract for ALS and BLS Ambulance Services in Cleburne County both Survival Flight (Contractor) and the County of Cleburne hereby make this Amendment as follows:

“Appendix A” Shall be Replaced with “Amended Appendix A”

“Amended Appendix A” is a part of this Instrument and included as Page 3.

Section 5, Subsection (C) Shall be Amended as Follows:

C. Emergency Operating Area (EOA)

The Contractor will provide 24 hours a day, 7 days a week emergency ALS ambulance service to the areas of Cleburne County not currently covered by an ALS or BLS volunteer ambulance service. Contractor agrees to respond upon request or dispatch demand to those areas that are currently covered by a BLS volunteer ambulance service upon approval by the BLS volunteer service. This approval can be through previously executed mutual aid agreement, early dispatch protocol request approved by the BLS volunteer service or on a case-by-case basis as required by the BLS service. Whenever Contractor is required to respond to one of these BLS volunteer service areas the Contractor shall be subject to the response times and performance measures as stated in the Contract. The Contractor will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

- a. Contractor agrees to respond, when available, as an early activation of ALS to early dispatch protocols, along with any existing volunteer EMS district within Cleburne County, in order to decrease ALS unit response times and provide earlier access to Advanced Life Support services to those in potential need for these types of calls. Early dispatch protocols include:
 - 1) Chest Pain
 - 2) Stroke or Stroke like Symptoms

- 3) Reported Unconsciousness
- 4) Imminent Child Delivery
- 5) Major Falls
- 6) MVA's-with multiple injuries, entrapment or vehicle rollovers
- 7) ATV or Motorcycle Accidents
- 8) Major Burns

b. In the event that Contractor is dispatched within Cleburne County for any reason, only a legally licensed EMT who is present and on site may cancel Contractor's participation in the dispatch.

Section 10 Shall be Amended to Include Subsection (A) as Follows:

A. Mutual Aid Agreements

Updated Mutual Aid Agreements are required between Contractor and all existing volunteer EMS districts within Cleburne County. Said required Mutual Aid Agreement content and format must be approved by the Cleburne County Judge AND a copy of each provided to the Cleburne County Judge.

In no other respect or respects whatsoever, except as set forth in this Amendment, is the original Contract for ALS and BLS Services in Cleburne County in any manner altered or changed. Survival Flight Inc. and Cleburne County hereby republish and restate their intent with regards to the original Contract for ALS and BLS Services in Cleburne County, subject to these amendments and additions thereto as provided in this Amendment to Contract for ALS and BLS Services in Cleburne County.

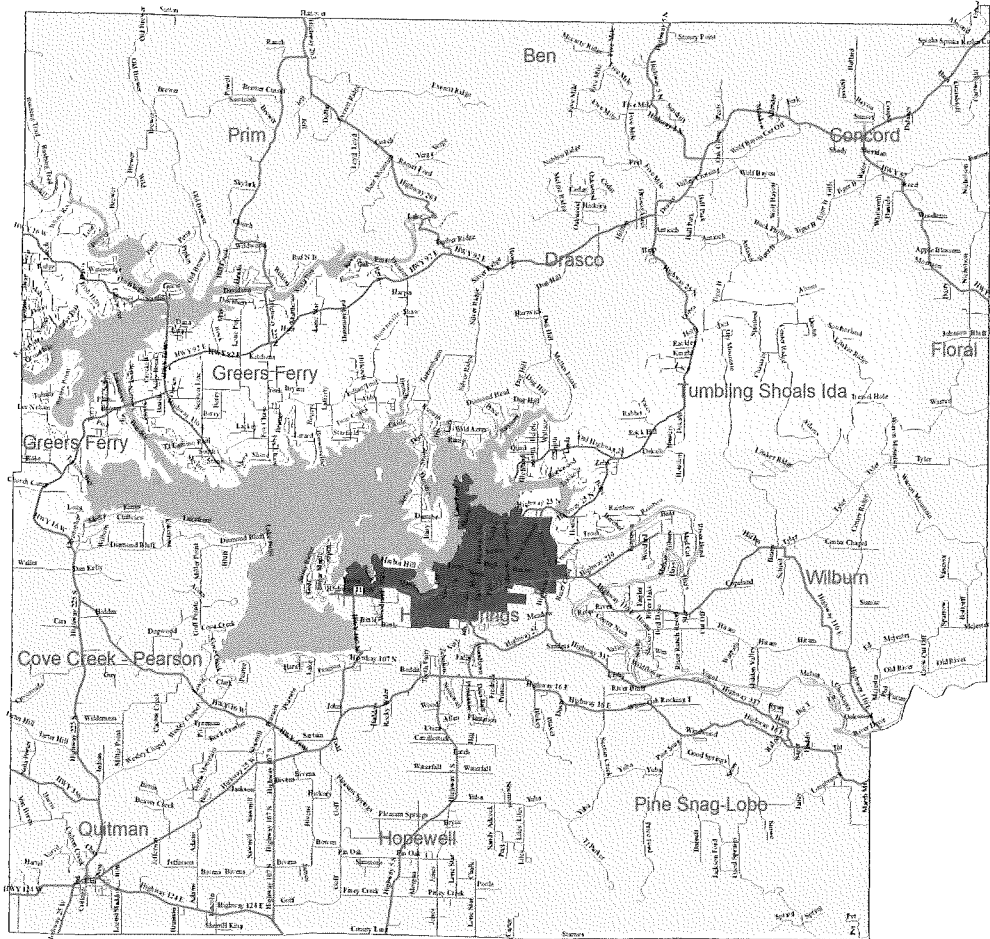
Karl Martin, Cleburne County Judge

Date

 _____, **Survival Flight Inc.**

Date






Cleburne County Amended Appendix A



July 2, 2021

LEGEND:

Ambulance Coverage Areas

-  Ambulance Coverage Area
-  Fairfield Bay (Mutual Aid Agreement required for additional Ambulance Coverage)
-  Greers Ferry EMS (Mutual Aid Agreement required for additional Ambulance Coverage)
-  Tumbling Shoals Ida (Mutual Aid Agreement required for additional Ambulance Coverage)
-  Heber Springs City Limits

Revised 10-4-2022

PROPOSED ORDINANCE NO. 2022-ICA DISPATCH SERVICES

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AUTHORIZING THE COUNTY JUDGE TO EXECUTE INTERLOCAL COOPERATIVE AGREEMENTS REGARDING DISPATCHING SERVICES".

WHEREAS, the County of Cleburne desires to enter into an agreement with the City of Heber Springs and the City of Greers Ferry regarding dispatching services according to the terms and conditions contained in the Interlocal Cooperative Agreement attached hereto and made a part hereof as if set forth word for word.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AS FOLLOWS:

Section 1. The County Judge is hereby authorized to execute, on behalf of the County of Cleburne, State of Arkansas, the Interlocal Cooperative Agreement, attached as Exhibit "A" to this Ordinance, with the City of Heber Springs and City of Greers Ferry, State of Arkansas. All monetary amounts shall be calculated during budget time in accordance with the formula contained in the Interlocal Cooperative Agreement attached as Exhibit "A".

Section 2. That all ordinances or parts of ordinances therefore enacted which are enacted which are in conflict herewith, are hereby repealed.

Section 3. That the County Judge is hereby authorized to sign any ancillary documents as necessary.

Section 4. That the County Clerk is directed to attest to the County Judge's signature.

PASSED AND ADOPTED this _____th day of _____ 2022.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Karl Martin, Cleburne County Judge

Recorded: Book _____ Page(s) _____

INTERLOCAL COOPERATIVE AGREEMENT

Between

COUNTY OF CLEBURNE

AND

CITY OF HEBER SPRINGS and CITY OF GREERS FERRY

Regarding

DISPATCHING SERVICES

Adopted

_____, 2022

PROPOSED

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (hereinafter referred to as the “**Agreement**”) is made as of the 1st day of January 2023 by and between Cleburne County, Arkansas (hereinafter referred to as “**County**”), and Heber Springs, Arkansas and Greers Ferry, Arkansas (hereinafter referred to as “**Cities**”), collectively referred to as the “**Parties**”.

WHEREAS, Counties and Cities are allowed to enter into joint venture interlocal cooperative agreements to perform any administrative service, activity, or undertaking which either party is authorized by law to perform; and

WHEREAS, both the County and Cities recognize their respective obligation to provide for dispatching services; and

WHEREAS, the County and the Cities individually have limited financial resources with which to provide for such services; and

WHEREAS, both the County and the Cities are desirous of entering into an Interlocal Cooperative Agreement where the intent of the Agreement is to establish a perpetual agreement whereby the Cities will provide revenues to the County, which would in turn use such revenues coupled with the County’s own revenues, to provide for dispatching services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. *Authorized by Ordinance.* The County and Cities shall authorize and approve this Agreement by each enacting an ordinance. The County shall authorize and approve this Agreement by a vote of the Quorum Court and the Cities by a vote of each City Council.
2. *Duration of Term.* This Agreement shall be for a one (1) year period beginning on January 1, 2023, and ending on December 31, 2024. This Agreement shall renew on January 1, 2025, and automatically renew for consecutive one (1) year terms unless terminated pursuant to the provisions provided for herein.
3. *Separate Legal Entity.* No separate legal entity is being created by the County or the Cities to administer or enforce this Agreement.
4. *Purpose.* The purpose of the Agreement is for the County and the Cities to work together to effectively and efficiently carry out the function of the County to provide twenty-four (24) hour a day dispatching services for the City of Heber Springs and City of Greers Ferry.
5. *Annual Costs to be Shared.* The Parties agree and acknowledge that the County has the ultimate responsibility of providing E-911 services and dispatching services. The Parties furthermore agree and acknowledge that this Agreement shall require the Cities to share in the financial responsibility of providing dispatching services by remitting equal monthly payments to the Cleburne County Treasurer due by the end of each month.

6. *Budget.* The County and the Cities shall Share the financial responsibility of providing the services described herein. The dispatching expenses shall be shared as follows: County of Cleburne shall pay 57.25% of the overall dispatch budget, City of Heber Springs shall pay 42% of the overall dispatch budget, and City of Greers Ferry shall pay .75% of the overall dispatch budget. A breakdown of how this formula is set up is attached as Appendix "A" to this Interlocal Agreement.

7. *Amendment.* The Agreement may be amended at any time upon agreement of both Parties according to the terms set forth in this Section. The Party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their Governing Body, submit the proposed amendment to the other Party, whereupon said Party's Governing Body shall vote upon said proposed amendment. Should the amendment be accepted by a majority vote by both Parties' Governing Bodies, it shall thereafter become a part of this Agreement. Should either Party fail to approve of the proposed amendment, it shall have no force or effect.

8. *Termination.* Either Party may, by majority vote of its respective Governing Body, elect to terminate this Agreement. This can be done with or without cause. If the Parties shall desire to terminate this Agreement, the Party desiring to withdraw shall give the other Party six (6) months written notification of their intent to withdraw. This Agreement would then terminate at the end of the six (6) month notice period. If any of the Parties fail to meet the monthly obligation based on the formula the agreement shall be considered terminated immediately by the party defaulting.

9. *Property Disposition Upon Termination.* The Cities shall keep a list of their assets, if any, provided to the County to effectuate this Agreement properly and visibly identified with tags or markings with regard to ownership. In the event of the termination of this Agreement, the City shall receive its property so identified and marked.

10. *Submission to Legal Counsel.* This Agreement shall, prior to and as a condition precedent to its final adoption and performance, be submitted to both the County's Legal Counsel and the City's Legal Counsel who shall determine whether this Agreement is in proper form and is compatible with all applicable laws. Any problems will be resolved before this Agreement is presented to both parties respective Governing Bodies for approval.

IN WITNESS HERETO, Cleburne County, Arkansas and the City of Heber Springs and City of Greers Ferry, Arkansas have executed this document by their duly elected officers who are authorized to represent their respective Parties hereto in assuring that the rights and obligations set forth in the Agreement are carried out.

FOR COUNTY OF CLEBURNE, ARKANSAS

Karl Martin, Cleburne County Judge

Date

Attest: Rachelle Evans, Cleburne County Clerk

Date

FOR CITY OF HEBER SPRINGS, ARKANSAS

Kasey Griffin, Mayor

Date

Attest: Nancy Hurley, City Clerk

Date

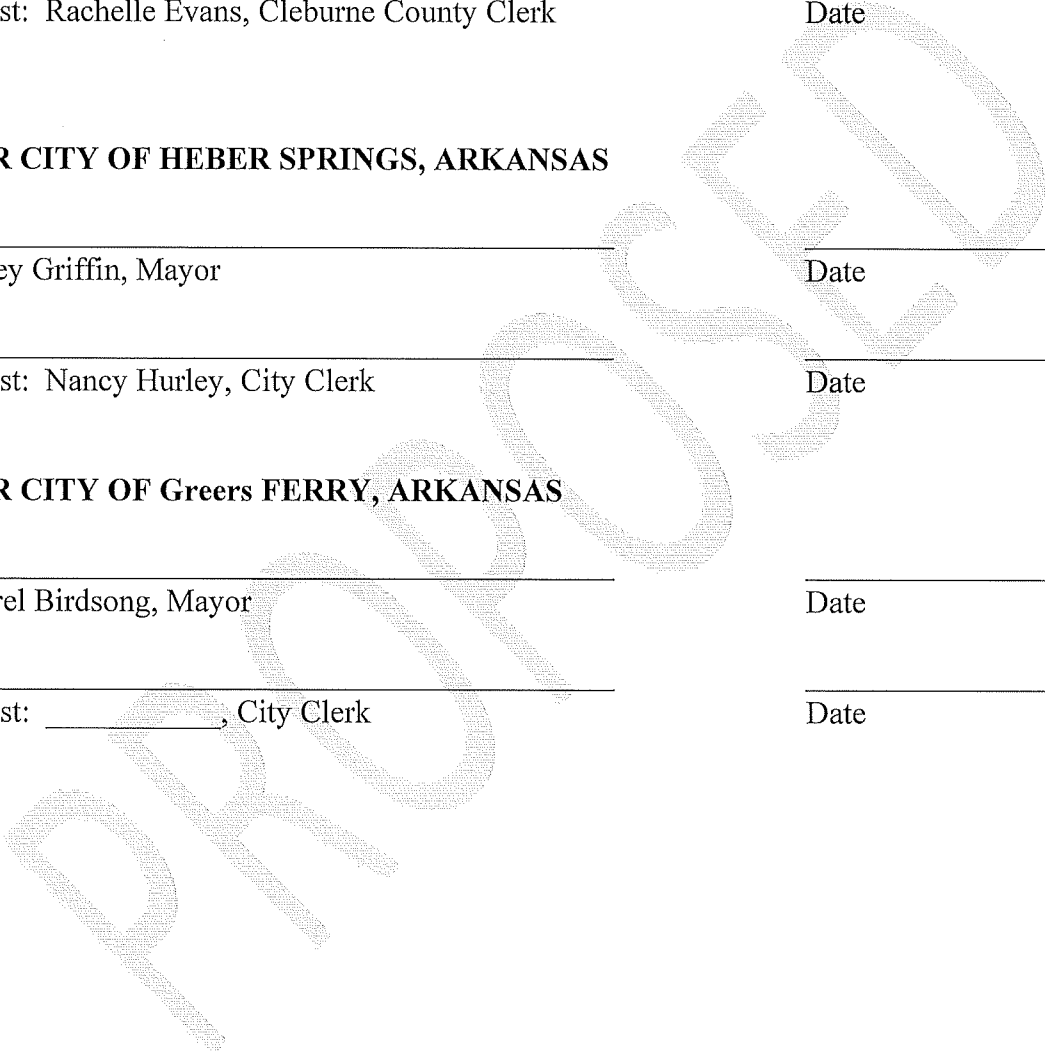
FOR CITY OF Greers FERRY, ARKANSAS

Darrel Birdsong, Mayor

Date

Attest: _____, City Clerk

Date



			911 Formula	notes
Population				
County total	25,100			
Heber Springs	6,992	27.86%		
Greers Ferry	940	3.75%		
Quitman	733	2.92%		
Concord	174	0.69%		
Cleburne County	16,261	64.78%		This section is a breakdown of County Population including the % each city encompasses of the county.
911 Revenue allocation				
	\$ -			
Heber Springs	\$ -	27.86%		
Greers Ferry	\$ -	3.75%		
Quitman	\$ -	2.92%		
Concord	\$ -	0.69%		
Cleburne County	\$ -	64.78%		This section uses the population % to allocate 911 revenue Cleburne county receives from the state.
911 / Dispatch Operating Budget Allocation				
	\$ -			
Heber Springs	\$ -			
Greers Ferry	\$ -			
Quitman	\$ -			
Concord	\$ -			
Cleburne County	\$ -			This section allocates the annual budget to each area based on the 911 / dispatch usage data.
911 / Dispatch System Usage %				
Heber Springs	45.00%			
Greers Ferry	3.75%			
Quitman	2.92%			
Concord	0.69%			
Cleburne County	47.64%			This is a breakdown % each area consumes of 911 / dispatch.
System Usage after 3% margin of error reduction				
Heber Springs	42.00%			
Greers Ferry	0.75%			
Quitman	0.00%			
Concord	0.00%			
Cleburne County	57.25%			For each City the system usage % is reduced by a 3 % margin of error which is absorbed by the County.
Net shortfall after 911 revenue				
	\$ -			
Heber Springs	\$ -			
Greers Ferry	\$ -			
Quitman	\$ -			
Concord	\$ -			
Cleburne County	\$ -			This section is the shortfall of each area after they received their allocation of the 911 state revenue. This amount could be determined each year at budget time based on the county's 911 budget and the anticipated revenue 911 / dispatch .