

**AGENDA**  
**Cleburne County Quorum Court**  
**Thursday, October 10, 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:**
6. **New Business:**
  - a. **Proposed Resolution No. 2024-Updated Contract of Obligation with DEQ-JP Evans**
  - b. **Proposed Ordinance No. 2024-Amend 2024 Budget-Veterans, CCAP, OEM, and 911 Budget-JP Foust**
  - c. **Proposed Ordinance No. 2024-Amend Ordinance No. 2023-36 County Clerk Deputy Starting Salary-JP Martin**
  - d. **Proposed Ordinance No. 2024-Amend 2024-Budget Sheriff-JP Evans**
7. **Comments from the Public:**
8. **Announcements:**
  - a. **Next Regular Quorum Court Meeting is Thursday, November 21, 2024.**
9. **Adjournment:**

# CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

September 12, 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 6:02 p.m. County Judge Eric Crosby presided.

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

ABSENT: None

## READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Caldwell to approve the minutes of the August 8, 2024, regular meeting, seconded by JP Fletcher. Voice vote, motion carried.

## REPORT OF TREASURER:

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

## REPORT OF COMMITTEES:

**Emergency Services Oversight Committee:** JP Foust reported that there was not a quorum at the last committee meeting as he was the only member present. There were some fire chiefs and mayors in attendance. It was reported that the building on Highway 92 was completed on the outside and was in the process of adding electricity. Judge Crosby thanked First Electric for donating the underground wire.

**Budget Committee:** JP Evans stated that the anticipated revenue meeting had been requested to be held on October 7, 2024. He also spoke of GIA letters to be sent to fire departments that would list what information is to be included with any requests to be submitted, including a list of board members.

**Jail Committee:** JP Evans reported that the committee toured a jail facility in Baxter County that is an add on.

## UNFINISHED BUSINESS:

Judge Crosby stated that the interlocal agreement with the City of Heber Springs was not signed by them and the interlocal agreement with White County also was not signed but was being worked on.

## NEW BUSINESS:

### Election Commission

JP Evans made a motion to move this item, a report from the Election Commission, from up the end of the agenda due to Election Commission Chairman Joe Tournear having another meeting to attend. Motion was seconded by JP Martin, voice vote, motion carried. Mr. Tournear addressed the court regarding court case 12CV-24-209. JP Henegar made a motion for a verbal resolution to appeal, seconded by JP Evans. Roll call was taken. Ayes: Caldwell, Douglass, Evans, Fletcher, Foust, Henegar, Martin, Moorehead, Owens, Tamburo. Nays: Malone. Motion carried.

### Proposed Resolution No. 2024-Contract of Obligation with DEQ

JP Evans introduced a Resolution.: "A RESOLUTION TO EXECUTE AGREEMENT TO PROVIDE FINANCIAL ASSURANCE PER § 8-6-1603 (D)(4) (CONTRACT OF OBLIGATION)." JP Evans made a motion to suspend the rules and read by title only, seconded by JP Martin. Voice vote, motion carried. JP Evans made a motion to adopt the ordinance, seconded by JP Martin. Roll call was taken. Ayes: Caldwell, Douglass, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Resolution 2024-08.

**Proposed Ordinance No. 2024- Amend 2024 Budget- Cleburne County Aging (AED)**

JP Foust 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 CLEBURNE COUNTY AGING BUDGET."** JP Foust made a motion to adopt the Ordinance, seconded by JP Malone. Roll call was taken. Ayes: Caldwell, Douglass, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. **Passed and adopted as Ordinance 2024-34.**

**Proposed Ordinance No. 2024-Amend 2024 Budget-Annex Building**

JP Evans 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 PURPOSES TO AMEND TAX COLLECTOR AND ASSESSOR BUDGET."** JP Evans made a motion to adopt the ordinance, seconded by JP Martin. Roll call was taken. Ayes: Caldwell, Douglass, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. **Passed and adopted as Ordinance 2024-35.**

**Proposed Ordinance No. 2024- Dog Regulation (3)**

JP Foust presented an ordinance. **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; PRESCRIBING THE RESPONSIBILITIES OF OWNERS THEREOF AND FIXING PENALTIES FOR VIOLATIONS; AND FOR OTHER PURPOSES"**. JP Foust made a motion to suspend the rules and read by title only, seconded by JP Fletcher. Ayes: Caldwell, Douglass, Foust, Martin, Owens. Nays: Evans, Fletcher, Henegar, Malone, Moorehead, Tamburo. JP Foust read the Ordinance. JP Foust made a motion to suspend the rules and place the Ordinance on second reading by title only, seconded by JP Fletcher. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Martin, Moorehead, Owens. Nays: Evans, Malone, Tamburo. JP Foust read the Ordinance by title only. JP Foust made a motion to suspend the rules and place the Ordinance on a third and final reading by title only, seconded by JP Martin. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Martin, Moorehead, Owens, Tamburo. Nays: Evans, Malone. JP Foust read the Ordinance by title only. A lengthy discussion followed. JP Henegar made a motion to amend by striking all mentions of abandoned pets, seconded by JP Foust. Voice vote, motion carried. JP Caldwell made a motion to call the question, seconded by JP Fletcher. Voice vote, motion carried. Roll call was taken. Ayes: Caldwell, Douglass, Fletcher, Foust, Henegar, Martin, Owens. Nays: Evans, Malone, Moorehead, Tamburo. **Passed and adopted as Ordinance 2024-36.**

**COMMENTS FROM THE PUBLIC:**

Members of the Cleburne County Fair Board reported on the recent county fair.

**ANNOUNCEMENTS:**

- The next regular Quorum Court meeting will be held Thursday, October 10, 2024.

**ADJOURNMENT:**

JP Caldwell made the motion to adjourn, seconded by JP Foust. The meeting was adjourned at 8:25 p.m.

**ATTESTED:**

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

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

**PROPOSED RESOLUTION NO. 2024- UPDATED 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) \_\_\_\_\_

Last month the Quorum Court approved the Resolution that allowed for the Judge to sign the DEQ (Arkansas Department of Energy and Environment, Division of Environmental Quality) Contract of Obligation for the County landfill. We sent this to them and were contacted back by DEQ that there had been a mistake on their end. The County's total amount of general revenue disbursed is less than the contract of obligation, so we are having to do an updated one and then do a letter of credit for an additional amount.

Per Mrs. Speake from DEQ:

"To assure compliance with paragraph (n) of this section, the maximum amount pledged under the contract of obligation **shall not exceed the total amount of general revenue disbursed to the municipality or county in the last fiscal year**, or, if approved by the Director, the amount currently projected by the State to be disbursed during the current fiscal year

*...in accordance with Rule 22.1405- Allowable Mechanisms. "As provided in 40 CFR 258.74 the mechanisms used to demonstrate financial assurance under this Chapter must ensure that the funds necessary to meet the costs of closure, post-closure care, and corrective action for known releases will be available whenever they are needed. Owners and operators must choose from the options specified in paragraphs (a) through (j) of this section. **Financial assurance required by this chapter should be filed on forms developed and provided by the division.**"*

Per Diana Taylor from DEQ:

"I prepared the contract of obligation for \$200,000, which leaves a balance of \$21,415.97. This remaining amount should be secured with a different financial assurance instrument. The list of allowable financial assurance instruments can be found on our website: <https://www.adeq.state.ar.us/sw/permits/financial.aspx>.

Other facilities commonly use the letter of credit, and a template is attached for your convenience."

For any questions, please contact Diana Taylor with DEQ at 501-682-0986.

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 THOUSAND DOLLARS (\$200,000.00)**.

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 AID DISTRIBUTIONS**  
July 1, 2023 through June 30, 2024

COUNTY	General Revenues	Highway Revenues	Highway Severance	Highway Construction	Four Lane Construction	Severance Tax	Additional Severance	Real Estate Transfer Tax	Boating Safety	Wholesale Fuel Tax	Real Estate Admin	Animal Rescue and Shelter	Casino Revenues	Total
100 Arkansas County	\$200,018.50	\$1,875,077.05	\$27,631.36	\$73,136.08	\$73,136.08	\$3,806.06	\$12,798.81	\$21,727.78	\$2,167.17	\$166,637.34	\$133,179.03			\$2,447,876.16
200 Ashley County	\$207,606.41	\$1,767,820.07	\$26,052.43	\$68,987.06	\$68,987.06	\$3,786.21	\$12,084.49	\$11,895.37	\$2,612.69	\$158,901.88	\$135,030.43			\$2,394,457.05
300 Baxter County	\$220,684.78	\$2,100,525.37	\$30,945.97	\$81,772.50	\$81,772.50	\$5,127.10	\$14,331.61	\$30,877.18	\$10,181.00	\$188,777.80	\$156,068.86	\$314.78		\$2,640,407.05
400 Benton County	\$297,885.80	\$6,807,355.18	\$100,255.45	\$284,306.37	\$284,306.37	\$41,413.52	\$48,433.16	\$393,027.21	\$18,295.80	\$11,682.97	\$381,759.92			\$8,972,395.35
500 Boone County	\$212,485.08	\$2,054,708.97	\$30,274.80	\$90,088.68	\$90,088.68	\$3,400.85	\$14,020.39	\$19,864.00	\$3,915.55	\$18,487.04	\$162,751.83			\$2,750,240.19
600 Bradley County	\$200,866.51	\$1,245,797.48	\$18,398.27	\$48,551.28	\$48,551.28	\$12,271.56	\$8,800.81	\$2,960.67	\$1,284.86	\$111,969.50	\$26,787.87			\$1,771,375.00
700 Calhoun County	\$192,466.37	\$1,090,822.83	\$18,071.64	\$42,487.62	\$42,487.62	\$7,788.15	\$7,442.91	\$1,234.91	\$750.83	\$90,037.49	\$121,168.62			\$1,678,291.37
800 Carroll County	\$219,877.81	\$1,745,982.83	\$25,724.00	\$68,002.43	\$68,002.43	\$1,697.30	\$11,819.04	\$16,652.43	\$2,777.17	\$156,917.61	\$143,932.26			\$2,395,646.68
900 Chickasaw County	\$197,228.93	\$1,250,871.81	\$19,519.86	\$48,991.40	\$48,991.40	\$8,576.52	\$5,355.80	\$5,355.80	\$988.56	\$112,966.47	\$26,491.92			\$1,775,960.16
1000 Clark County	\$205,983.94	\$1,660,635.81	\$24,465.40	\$64,869.83	\$64,869.83	\$4,840.19	\$11,330.65	\$4,840.19	\$190.26	\$149,247.53	\$137,337.67			\$2,260,442.20
1100 Clay County	\$187,579.89	\$1,307,698.33	\$19,265.46	\$50,803.46	\$50,803.46	18.91	\$8,822.15	\$5,585.08	\$1,420.69	\$117,524.44	\$130,665.66			\$1,839,564.14
1200 Cleburne County	\$213,875.09	\$1,702,058.29	\$25,074.58	\$66,239.66	\$66,239.66	\$1,811.42	\$11,612.55	\$21,128.16	\$1,338.52	\$152,893.88	\$140,487.54			\$2,342,358.29
1300 Cleveland County	\$197,098.57	\$1,176,311.11	\$17,330.48	\$45,803.06	\$45,803.06	\$1,811.42	\$9,026.97	\$1,178.12	\$1,848.59	\$105,718.81	\$123,889.11			\$1,678,068.06
1400 Columbia County	\$187,434.27	\$1,627,499.33	\$23,970.53	\$63,386.25	\$63,386.25	\$9,568.87	\$11,104.88	\$5,080.76	\$1,458.05	\$146,270.45	\$136,648.04			\$3,162,858.70
1500 Conway County	\$195,893.07	\$1,507,205.17	\$22,206.21	\$58,701.98	\$58,701.98	\$408.25	\$22,289.01	\$6,709.18	\$1,848.59	\$135,458.21	\$106,030.21			\$2,074,851.26
1600 Craighead County	\$225,901.48	\$2,406,773.63	\$35,459.59	\$93,711.80	\$93,711.80	\$26,915.38	\$16,421.40	\$23,601.71	\$3,882.54	\$216,303.65	\$174,778.98			\$4,310,741.34
1700 Crawford County	\$131,463.10	\$1,856,307.18	\$27,353.72	\$72,382.52	\$72,382.52	\$26.60	\$9,437.63	\$10,513.65	\$1,692.90	\$166,847.04	\$163,184.40	\$4,486,152.24		\$6,937,255.87
1800 Crillenden County	\$203,023.09	\$1,383,132.64	\$20,378.00	\$53,865.68	\$53,865.68	\$5.09	\$7,851.34	\$2,087.64	\$503.42	\$124,310.66	\$132,873.20			\$1,939,817.79
1900 Cross County	\$192,182.15	\$1,147,718.87	\$18,810.54	\$44,716.68	\$44,716.68	\$8.09	\$9,217.35	\$2,087.64	\$800.62	\$103,152.04	\$122,895.50			\$1,638,054.15
2000 Dallas County	\$194,395.67	\$1,350,799.58	\$19,803.59	\$52,646.38	\$52,646.38	\$5.09	\$9,217.35	\$2,087.64	\$800.62	\$121,407.70	\$127,610.30			\$1,892,402.71
2100 Desha County	\$214,195.66	\$1,508,678.57	\$23,405.99	\$61,862.76	\$61,862.76	\$9,659.48	\$10,830.60	\$4,984.02	\$1,300.80	\$142,778.75	\$133,373.66			\$2,181,930.72
2200 Drew County	\$279,129.84	\$3,002,223.28	\$57,488.37	\$151,911.23	\$151,911.23	\$9,659.48	\$36,624.32	\$73,361.60	\$8,817.66	\$360,690.51	\$236,103.68			\$5,096,018.98
2300 Faulkner County	\$200,248.97	\$1,430,352.86	\$21,073.52	\$55,700.67	\$55,700.67	\$1,986.51	\$9,759.41	\$4,392.22	\$1,270.70	\$118,298.72	\$128,288.41			\$1,851,998.81
2400 Franklin County	\$204,574.14	\$1,316,252.08	\$19,393.26	\$51,273.72	\$51,273.72	\$1,986.51	\$9,759.41	\$4,392.22	\$1,270.70	\$118,298.72	\$128,288.41			\$1,851,998.81
2500 Fulton County	\$128,618.71	\$3,924,747.65	\$57,818.98	\$162,689.33	\$162,689.33	\$4,828.09	\$26,776.55	\$77,112.41	\$15,689.56	\$382,710.70	\$215,536.50		\$1,987,060.48	\$6,941,574.98
2600 Garland County	\$186,108.03	\$1,408,711.14	\$21,933.65	\$57,979.75	\$57,979.75	\$1.70	\$13,215.24	\$8,122.00	\$2,905.02	\$133,786.79	\$133,061.98			\$2,041,817.70
2700 Grant County	\$230,840.27	\$1,937,003.31	\$28,535.08	\$75,368.62	\$75,368.62	\$1,206.55	\$10,771.28	\$3,500.66	\$1,485.52	\$174,076.24	\$138,001.14			\$2,162,154.44
2800 Greene County	\$203,808.48	\$1,578,587.87	\$23,258.84	\$61,508.55	\$61,508.55	\$28,474.13	\$12,891.07	\$11,120.83	\$3,705.50	\$160,788.23	\$148,568.35			\$2,175,000.25
2900 Hempstead County	\$211,855.69	\$1,889,247.46	\$27,836.00	\$73,602.99	\$73,602.99	\$5,019.40	\$14,577.07	\$8,098.89	\$1,777.56	\$113,271.07	\$128,722.05			\$2,094,843.70
3000 Hot Spring County	\$228,113.68	\$2,136,334.02	\$31,476.71	\$83,232.22	\$83,232.22	\$18,340.94	\$14,577.07	\$16,980.63	\$3,408.65	\$192,005.90	\$153,288.64			\$2,576,000.25
3100 Howard County	\$197,784.16	\$1,285,639.07	\$10,843.14	\$30,089.61	\$30,089.61	\$1,935.14	\$8,772.80	\$8,000.00	\$1,094.38	\$115,550.12	\$128,945.55			\$1,808,773.79
3200 Independence County	\$215,217.95	\$1,260,356.27	\$18,568.42	\$49,068.35	\$49,068.35	\$5,019.40	\$14,577.07	\$8,098.89	\$1,777.56	\$113,271.07	\$128,722.05			\$2,175,000.25
3300 Izard County	\$202,700.76	\$1,316,513.65	\$19,395.57	\$51,251.27	\$51,251.27	\$2,058.39	\$8,982.38	\$8,982.38	\$1,366.00	\$118,317.41	\$132,678.10			\$1,869,238.68
3400 Jackson County	\$56,988.51	\$2,618,935.58	\$38,690.46	\$102,098.65	\$102,098.65	\$24.58	\$17,871.16	\$28,875.37	\$3,984.01	\$235,389.87	\$181,878.50		\$2,106,803.44	\$5,391,618.11
3500 Jefferson County	\$216,001.88	\$1,650,551.92	\$24,463.86	\$64,640.07	\$64,640.07	\$2,058.39	\$11,329.64	\$11,786.63	\$924.09	\$95,702.84	\$141,502.12			\$1,772,966.34
3600 Johnston County	\$197,562.78	\$1,084,844.82	\$15,688.93	\$41,476.37	\$41,476.37	\$224,373.51	\$7,265.87	\$2,540.13	\$824.09	\$119,489.76	\$132,678.07			\$1,888,664.25
3700 Lafayette County	\$204,648.07	\$1,328,722.30	\$19,588.81	\$51,733.85	\$51,733.85	\$13,830.85	\$8,071.04	\$8,040.63	\$1,546.09	\$105,876.28	\$124,905.30			\$1,668,152.46
3800 Lawrence County	\$192,451.32	\$1,174,644.94	\$17,308.35	\$45,788.21	\$45,788.21	\$255.27	\$8,015.47	\$8,000.00	\$463.01	\$165,876.28	\$147,435.39			\$1,640,572.73
3900 Lee County	\$189,320.77	\$1,306,638.98	\$19,251.83	\$50,903.38	\$50,903.38	\$9,916.65	\$8,916.65	\$7,687.65	\$1,716.52	\$117,435.39	\$129,106.52			\$1,840,572.73
4000 Lincoln County	\$195,871.87	\$1,216,805.20	\$17,928.17	\$47,402.25	\$47,402.25	\$23,105.91	\$8,302.86	\$1,482.06	\$1,716.52	\$109,361.25	\$128,220.99			\$1,750,197.79

## IRREVOCABLE STANDBY LETTER OF CREDIT

Chief Administrator

Arkansas Department of Energy and Environment, DEQ

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor, at the request and for the account of (owner's or operator's name and address) up to the aggregate amount of \$ \_\_\_\_\_ (in words) U.S. dollars \$ \_\_\_\_\_, available upon presentation of

- (1) Your sight draft, bearing reference to this letter of credit No. \_\_\_\_\_, and
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to Rules issued under authority of the Arkansas Solid Waste Management Act (Act 237 of 1971 as amended)."

This letter of credit is effective as of (date) and shall expire on (date at least one year later), but such expiration date shall be automatically extended for a period of (at least one year) on (date) and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and (owner's or operator's name) by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and (owner's or operator's name), as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall forfeit the amount of the draft to the Arkansas Department of Energy and Environment, Division of Environmental Quality in accordance with your instructions.

For any and all disputes arising out of, in connection with, or relating to this Letter of Credit, the Owner or Operator and Issuing Bank or Institution expressly agree and consent that the exclusive jurisdiction and venue for any proceeding shall be in Pulaski County Circuit Court for the State of Arkansas in Little Rock, Arkansas, and the Owner or Operator and Issuing Bank or Institution waive any argument that the venue in such a forum is not convenient and any rights under any Federal or State law establishing jurisdiction or venue in another forum.

**Issuing Bank or Institution:**

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**Effective Date:**

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**Name of Officer:**

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**Title:**

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**Signature:**

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**INSERT COMPANY LETTERHEAD**

\_\_\_\_\_  
Date

Chief Administrator  
Arkansas Department of Energy and Environment, DEQ  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

Dear Chief Administrator:

Please find attached an original Irrevocable Standby Letter of Credit to satisfy financial assurance requirements for the \_\_\_\_\_. (Insert Name of Facility). In accordance with Rule 22.1405 (c), this letter accompanies the letter of credit and presents the following information:

1. **Issuing Institution:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Letter of Credit Number: \_\_\_\_\_  
Letter of Credit Effective Date: \_\_\_\_\_  
Amount of Funds secured by this Letter of Credit: \_\_\_\_\_

2. **Solid Waste Facility(ies) covered by this Letter of Credit:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
AFIN: \_\_\_\_\_  
Closure Cost Estimate: \_\_\_\_\_  
Post Closure Cost Estimate: \_\_\_\_\_  
Corrective Action (if required): \_\_\_\_\_

Should you have any questions, please advise.

Sincerely,

**FINANCIAL ASSURANCE CHECKLIST**  
Letter of Credit

Company Name: \_\_\_\_\_ Permit No.: \_\_\_\_\_

YES NO QUESTION

<input type="checkbox"/>	<input type="checkbox"/>	Is the issuing institution an entity which has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a Federal or State agency? [Reg.22.1405 (c)(1)]
<input type="checkbox"/>	<input type="checkbox"/>	Has the owner or operator submitted a letter referring to the letter of credit by number, issuing institution, and date, and providing the following information: name, and address of the facility, and the amount of funds assured? [Reg.22.1405 (c)(2)]
<input type="checkbox"/>	<input type="checkbox"/>	Is the letter of credit irrevocable and issued for a period of at least one year in an amount at least equal to the current cost estimate for closure, post-closure care or corrective action? [Reg.22.1405 (c)(3)]
<input type="checkbox"/>	<input type="checkbox"/>	Does the letter of credit provide that the expiration date will be automatically extended for a period of at least one year unless the issuing institution has canceled the letter of credit by sending notice of cancellation by certified mail to the owner and operator and to the DEQ Chief Administrator one hundred twenty (12) days in advance of cancellation? [Reg.22.1405 (c)(3)]
<input type="checkbox"/>	<input type="checkbox"/>	Has the owner or operator provided the original letter of credit and company letterhead to the DEQ Chief Administrator for approval? [Reg.22.1405 (c)(2)]
<input type="checkbox"/>	<input type="checkbox"/>	Has the letter of credit been executed on forms developed and provided by the Department? [Reg.22.1405]
<input type="checkbox"/>	<input type="checkbox"/>	Has the owner or operator provided the initial and updated cost estimates for closure and post-closure care to the DEQ Chief Administrator? [Reg.22.1405 (a) and Reg.22.1405 (b)]

Comments: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

## WHAT IS REQUIRED AT A MINIMUM:

- ✓ The issuing institution must be an entity which has the authority to issue letters of credit and whose letter of credit operations are regulated and examined by a Federal or State agency.
- ✓ A letter from the owner/operator referring to the letter of credit by number, issuing institution, and date, and providing the following: name and address of the facility, and the amount of funds assured.
- ✓ The letter of credit must be:
  - irrevocable;
  - issued for a period of at least one year in an amount at least equal to the current cost estimates for closure, post-closure care, or corrective action;
  - provide that the expiration date be automatically extended for a period of at least one year; and
  - contain a one hundred twenty (120) day cancellation notice by certified mail.
- ✓ The text of the letter of credit and the company letterhead must be filed on forms developed by DEQ and provided to the DEQ Chief Administrator for approval.



**PROPOSED ORDINANCE NO. 2024-AMEND 2024 BUDGET-VETERANS SERVICE OFFICE,  
CLEBURNE COUNTY AGING, OEM, AND EMERGENCY 911**

**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 VETERANS SERVICE OFFICE, CLEBURNE COUNTY AGING, OEM, AND EMERGENCY 911 BUDGETS."**

**WHEREAS,** need exists to amend the Veterans Service Office, Cleburne County Aging, OEM, and Nin One One Budgets for Year 2024.

**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 800 Veterans Service Office**

LINE ITEM	FROM	TO	CHANGE
1000-0800-1006 Social Security Matching	\$2,273.00	\$2,573.00	+\$300.00
<b>TOTAL CHANGE IN COUNTY GENERAL VETERANS SERVICE OFFICE BUDGET</b>			<b>+\$300.00</b>

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

LINE ITEM	FROM	TO	CHANGE
1000-0804-3052 Fire & Extended Coverage	\$0.00	\$5,291.00	+\$5,291.00
<b>TOTAL CHANGE IN COUNTY GENERAL CLEBURNE COUNTY AGING BUDGET</b>			<b>+\$5,291.00</b>

**Fund: 1000 County General, Department 500 OEM**

LINE ITEM	FROM	TO	CHANGE
1000-0500-1005 Overtime	\$4,000.00	\$2,500.00	-\$1,500.00
<b>TOTAL CHANGE IN COUNTY GENERAL OEM BUDGET</b>			<b>-\$1,500.00</b>

**Fund: 3020 Emergency 911, Department 501 Nine One One**

LINE ITEM	FROM	TO	CHANGE
3020-0501-1005 Overtime	\$10,000.00	\$11,500.00	+\$1,500.00
<b>TOTAL CHANGE IN EMERGENCY 911 BUDGET</b>			<b>+\$1,500.00</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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024.

**ATTEST:**

**APPROVED:**

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

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

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

**PROPOSED ORDINANCE NO. 2024-  
AMEND ORDINANCE 2023-36-COUNTY CLERK DEPUTY-STARTING SALARY**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AMENDING ORDINANCE 2023-36 WHICH ESTABLISHED THE 2024 NUMBER OF POSITIONS AND STARTING SALARIES FOR NON-ELECTED COUNTY POSITIONS TO AMEND THE DEPARTMENT OF COUNTY CLERK."**

**WHEREAS**, there is a need to amend Ordinance No. 2023-36 to change the title of one Cleburne County Clerk's office deputy clerks to allow for a better description of that position, and

**WHEREAS**, there is need to increase the starting salary of that position to cover the additional Election duties.

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

**Section 1.** The following shall be the amended positions, number of positions, and starting salaries:

**County Clerk**

<b>POSITION TITLE</b>	<b>NEW TITLE</b>	<b>NEW STARTING SALARY</b>
Deputy Clerk (1)	*Voter Registration (VR)/Election Deputy Clerk (1)	\$29,602.00

**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 \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024.

**ATTEST:**

**APPROVED:**

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

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

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

**PROPOSED ORDINANCE NO. 2024-AMEND 2024 BUDGET SHERIFF-REPAIRS**

**BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2023-36, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND THE SHERIFF BUDGET."**

**WHEREAS**, the Sheriff's Office needs to reappropriate money to pay for the replacement of an old roof, and an air conditioner unit,

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

**Section 1.** The following appropriation is hereby approved:

**Fund: 1000 County General, Department 400 Sheriff**

<b>LINE ITEM</b>	<b>FROM</b>	<b>TO</b>	<b>CHANGE</b>
1000-0400-2007 Fuel, oil & lubricants	\$150,000.00	\$128,000.00	-\$22,000.00
1000-0400-2023 Parts and repairs	\$0.00	\$10,000.00	+\$10,000.00
1000-0400-4004 Machinery and equipment	\$0.00	\$12,000.00	+\$12,000.00
<b>TOTAL INCREASE IN SHERIFF BUDGET</b>			<b>\$0.00</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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024.

**ATTEST:**

**APPROVED:**

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

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

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