

AGENDA
Cleburne County Quorum Court
Thursday, March 14, 2024
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. Emergency Services Oversight Committee-**JP Foust**
 - b. Budget Committee-**JP Evans**
5. **Unfinished Business:**
 - a. None
6. **New Business:**
 - a. Bobby Mooney Matching Fundraiser Challenge-**JP Caldwell**
 - b. Proposed Ordinance No. 2024-2023 Budget Clean-up (Prosecuting Attorney)-**JP Henegar**
 - c. Proposed Ordinance No. 2024-Amend 2024 Budget-Senior Center Grant- **JP Moorehead**
 - d. Proposed Ordinance No. 2024-Amend 2024 Budget-Treasurer, Assessor, Courthouse Maintenance, District Court-**JP Henegar**
 - e. Proposed Ordinance No. 2024-Amend Ordinances 2023-37 and 2023-38/OEM-911 Budgets and Salaries-**JP Evans**
 - f. Proposed Ordinance No. 2024-Amend Ordinance 2023-36/OEM-911-**JP Evans**
 - g. Proposed Ordinance No. 2024-Contract for Ambulance Service-**JP Foust**
 - h. Proposed Ordinance No. 2024-Regulation of Dogs-**JP Foust**
7. **Comments from the Public:**
8. **Announcements:**
 - a. Next Regular Quorum Court Meeting is Thursday, April 11, 2024.
9. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

February 8, 2024

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 6:00 p.m. County Judge Eric Crosby presided.

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

READING, CORRECTION, AND DISPOSITION OF MINUTES:

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

REPORT OF TREASURER:

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

REPORT OF COMMITTEES:

Emergency Services Oversight Committee: JP Foust reported the repeater system is up and there is an Ordinance to be presented tonight to appropriate funds for programming costs to get the system fully operational. Also, the Heber Springs City Council will be holding a public meeting February 20, 2024, to discuss the ambulance contract.

Finance Committee: JP Evans reported the Finance Committee will meet February 26, 2024.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Proposed Resolution No. 2024-Declare Vacancy-JP11

JP Foust introduced a Resolution. **"A RESOLUTION DECLARING A VACANCY IN THE OFFICE OF JUSTICE OF THE PEACE, DISTRICT ELEVEN (11), CLEBURNE COUNTY, STATE OF ARKANSAS"**.

JP Foust made a motion to adopt the Resolution, seconded by JP Malone. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. **Passed and adopted as Resolution 2024-03.**

Proposed Resolution No. 2024-Prim Fire Department Grant

JP Henegar introduced a Resolution. **BE IT RESOLVED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS, A RESOLUTION ENTITLED: "PURCHASE OF TURNOUT GEAR FOR THE PRIM FIRE DEPARTMENT"**.

JP Henegar made a motion to adopt the Resolution, seconded by JP Caldwell. Roll Call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None. **Passed and adopted as Resolution 2024-04.**

Proposed Resolution No. 2024-Hazard Mitigation Plan

JP Foust introduced a Resolution. **"A RESOLUTION ADOPTING THE CLEBURNE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN WITH INTENT TO PARTICIPATE AND TO WORK TOWARD BECOMING A SAFER COMMUNITY"**.

JP Foust made a motion to adopt the Resolution, seconded by JP Owens. Brief discussion followed. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Resolution 2024-05.

Proposed Resolution No. 2024-Increase in Transfer Station Fees

JP Evans introduced a Resolution. **"A RESOLUTION AUTHORIZING A NEW FEE SCHEDULE WITH WASTE CONNECTIONS TRANSFER STATION"**.

JP Evans made a motion to adopt the Resolution, seconded by JP Owens. Brief discussion followed. JP Foust mentioned recycling to possibly be discussed in the future. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Resolution 2024-06.

Proposed Ordinance No. 2024-Amend 2024 Budget-911

JP Foust 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 AMENDING ORDINANCE NO. 2023-038, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND THE 911 BUDGET".**

JP Foust made a motion to adopt the Ordinance, seconded by JP Martin. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Ordinance 2024-06.

Proposed Ordinance No. 2024-Fire Department Sales Tax Funds

JP Caldwell introduced an Ordinance. **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE ESTABLISHING THE SALES TAX FUNDS FOR RURAL FIRE DEPARTMENTS".**

JP Caldwell read the Ordinance. JP Caldwell made a motion to suspend the rules of formal readings and read by title only, seconded by JP Evans. Voice vote, motion carried with no opposition. JP Caldwell made a motion to adopt the Ordinance, seconded by JP Evans. Discussion followed. Mr. Haney was asked to research whether the rate percentages can be different for the fire departments. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Ordinance 2024-07.

Proposed Ordinance No. 2024-Amend 2023 Budget (Department Clean-up)

JP Evans made a motion to suspend the rules of formal readings and read by title only, seconded by JP Martin. Voice vote, motion carried with no opposition.

JP Evans read the Ordinance by title only. **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. 2022-040, WHICH ADOPTED THE BUDGET FOR CALENDAR YEAR 2023 AND/OR OTHER PURPOSES FOR THE PURPOSE OF AMENDING CERTAIN DEPARTMENTS' BUDGETS".**

JP Evans made a motion to adopt the Ordinance, seconded by JP Malone. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Martin, Moorehead, Owens, Tamburo. Nays: None.

Passed and adopted as Ordinance 2024-08.

COMMENTS FROM PUBLIC:

Mr. David Lisenbee with Ambassadors for Christ, an organization to pray for local officials, addressed the Court to let the officials know they are praying for them as they conduct county business.

ANNOUNCEMENTS:

Next Regular Quorum Court Meeting is Thursday, March 14, 2024, at 6:00 p.m.

ADJOURNMENT:

JP Martin made a motion to adjourn, seconded by JP Caldwell. The meeting was adjourned at 6:50 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk

Book _____ Page(s) _____

MEMORANDUM

TO: Fire Departments:
Concord Cove Creek/Pearson
Drasco Greers Ferry
Heber Springs Hopewell
Pine Snag/Lobo Prim
Quitman Tumbling Shoals/Ida
Wilburn

FROM: Judge Eric Crosby

DATE: March 5, 2024

RE: Fire Department Matching Funds Fundraiser Challenge
(In honor of the late Justice of the Peace, Mr. Bobby Mooney)

Justice of the Peace Tim Caldwell will announce to the Quorum Court on March 14, 2024, details of the Fire Department Matching Funds Fundraiser Challenge. The Fundraiser Challenge will be held this year beginning Memorial Day, Monday, May 27, 2024, and run through Thanksgiving Day, November 28, 2023. Individual Fire Departments are challenged to raise at least \$750.00 to receive \$750.00 from the County.

Each participating Fire Department should present fundraiser documentation to the County Judge's Office no later than 4:30 p.m. on Monday, December 2, 2024. Affidavits for payment to each participating Fire Department will be prepared. Payments will be presented by JP Tim Caldwell, to participating Fire Departments at the December Quorum Court meeting.

I do hope all the Fire Departments will participate. The Quorum Court approved funds for payment in the 2024 Cleburne County budget. If you have questions or require an additional explanation, please call Rebekah, Administrative Assistant, at 501.362.8141.

EC:rk

c: Mr. Tim Caldwell
Ms. Amanda Cameron

MEMORANDUM

TO: Volunteer EMS Services:
Prim
Greers Ferry
Tumbling Shoals/Ida
Wilburn
Pine Snag

FROM: Judge Eric Crosby

DATE: March 5, 2024

RE: Volunteer EMS Services Matching Funds Fundraiser Challenge
(In honor of the late Justice of the Peace, Mr. Bobby Mooney)

Justice of the Peace Tim Caldwell will announce to the Quorum Court on March 14, 2024, details of the Volunteer EMS Services Matching Funds Fundraiser Challenge. The Fundraiser Challenge will be held this year beginning Memorial Day, Monday, May 27, 2024, and run through Thanksgiving Day, November 28, 2024. Individual Volunteer EMS Services are challenged to raise at least \$750.00 to receive \$750.00 from the County. To ensure payment, please, be sure your flyer states EMS to differentiate between Fire Department and EMS funding.

Each participating Volunteer EMS Service should present fundraiser documentation to the County Judge's Office no later than 4:30 p.m. on Monday, December 2, 2024. Affidavits for payment to each participating Volunteer EMS Service will be prepared. Payments will be presented by JP Tim Caldwell, to participating Volunteer EMS Services at the December Quorum Court meeting.

I do hope all the Volunteer EMS Services will participate. The Quorum Court approved funds for payment in the 2024 Cleburne County budget. If you have questions or require an additional explanation, please call Rebekah, Administrative Assistant, at 501.362.8141.

EC:rk

c: Mr. Tim Caldwell
Ms. Amanda Cameron

PROPOSED ORDINANCE NO. 2024-2023 BUDGET CLEAN-UP (Prosecuting Attorney)

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. 2022-040, WHICH ADOPTED THE BUDGET FOR CALENDAR YEAR 2023 AND/OR OTHER PURPOSES FOR THE PURPOSE OF AMENDING THE PROSECUTING ATTORNEY BUDGET".

WHEREAS, Cleburne County has need to make appropriations for over expenditures in certain groups within the budget.

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

Section 1. The following appropriations are hereby approved:

Fund 1000 County General, Department 416 Prosecuting Attorney

LINE ITEM	FROM	TO	DIFFERENCE
1000-416-1001 Salaries Full-time	\$16,525.00	\$17,509.62	+\$984.62
1000-416-1006 Social Security Matching	\$1,275.00	\$1,339.49	+\$64.49
1000-416-1008 Non-Contributory Retirement	\$2,540.00	\$2,682.51	+\$142.51
1000-416-1009 Health Insurance Matching	\$5,000.00	\$4,073.07	-\$926.93
1000-416-1010 Workers' Compensation	\$135.00	\$67.50	-\$67.50
1000-416-1016 Life Insurance	\$38.00	\$31.20	-\$6.80
1000-416-3020 Telephone and Fax	\$1,270.00	\$1,079.61	-\$190.39
TOTAL CHANGE PROSECUTING ATTORNEY 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 _____ 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2024-AMEND 2024 BUDGET-SENIOR CENTER GRANT

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. 2023-38, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND THE CLEBURNE COUNTY SENIOR CENTER GRANT BUDGET."

WHEREAS, a need exist to appropriate the remainder of the \$94,689.00 grant awarded to the Cleburne County Senior Center in Year 2023 with the amount of \$8,500.00 to be expended in Year 2024.

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

Section 1. The following appropriations are hereby approved:

Fund: 3503 Cleburne County Senior Center Grant, Department 804 Cleburne County Aging

LINE ITEM	FROM	TO	CHANGE
3503-0804-3100 Other Miscellaneous	\$0.00	\$8,500.00	+\$8,500.00
TOTAL CHANGE IN CLEBURNE COUNTY AGING BUDGET			\$8,500.00

Fund: 3503 Anticipated Revenue

REVENUE CODE	FROM	TO	CHANGE
3503-7109 Other Federal Grants	\$0.00	\$8,500.00	+\$8,500.00
TOTAL CHANGE IN ANTICIPATED REVENUE			\$8,500.00

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 _____ 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2024-AMEND 2024 BUDGET, TREASURER AND ASSESSOR

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 THE CALENDAR YEAR 2024 AND/OR OTHER PURPOSES TO AMEND THE TREASURER, ASSESSOR, COURTHOUSE MAINTENANCE, AND DISTRICT COURT BUDGETS.”

WHEREAS, need exists to amend the 2024 Budget to appropriate funds due to a personnel changes in the maintenance/janitor position.

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

Section 1. The following appropriations are hereby approved:

Fund 1000 County General, Department 103 Treasurer

LINE ITEM	FROM	TO	CHANGE
1000-103-1001 Salaries Full-Time	\$90,696.00	\$90,836.00	+\$140.00
1000-103-1006 Social Security Matching	\$7,152.00	\$7,174.00	+\$22.00
1000-103-1008 Non-Contributory	\$15,627.00	\$15,671.00	+\$44.00
1000-103-1018 Longevity	\$1,375.00	\$1,525.00	+\$150.00
TOTAL CHANGE IN TREASURER BUDGET			+\$356.00

Fund 1000 County General, Department 105 Assessor

LINE ITEM	FROM	TO	CHANGE
1000-105-1001 Assessor Full Time	\$236,185.00	\$236,325.00	+\$140.00
1000-105-1006 Assessor Social Security	\$19,820.00	\$19,830.00	+\$10.00
1000-105-1008 Assessor Retirement	\$40,961.00	\$40,982.00	+\$21.00
TOTAL CHANGE IN ASSESSOR BUDGET			+\$171.00

Fund 1006 ARPA Revenue Replacement Fund, Department 108 Courthouse Maintenance

LINE ITEM	FROM	TO	CHANGE
1000-108-1013 Car Allowance	\$0.00	\$150.00	+\$150.00
TOTAL CHANGE IN COURTHOUSE MAINTENANCE BUDGET			+\$150.00

Fund 1000 County General, Department 409 District Court

LINE ITEM	FROM	TO	CHANGE
1000-409-1013 Car Allowance	\$0.00	\$150.00	+\$150.00
TOTAL CHANGE IN DISTRICT COURT BUDGET			+\$150.00

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 _____ 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED ORDINANCE NO. 2024-AMEND ORDINANCES 2023-37 AND 2023-38/OEM-911
BUDGETS AND SALARIES**

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 OEM AND 911 BUDGETS AND AMENDING ORDINANCE 2023-37 ESTABLISHING THE NUMBER OF EMPLOYEES AND AUTHORIZED SALARY PER EMPLOYEE FOR EACH DEPARTMENT OF THE CLEBURNE COUNTY GOVERNMENT”.

WHEREAS, need exists to amend the Number of Employees and Authorized Salary per Employee in the Departments of OEM and 911, and

WHEREAS, need exists to amend the 2024 Budget for salary changes in the OEM and 911 Budgets.

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

Section 1. The following amendments to Ordinance No. 2023-37 regarding the Number of Employees and Authorized Salary per Employee for each department of the Cleburne County Government are hereby approved:

DEPARTMENT	CURRENT POSITION TITLE	CURRENT SALARY	NEW POSITION TITLE	2024 NEW SALARY
OEM	OEM Coordinator	\$39,587.00	OEM/911 Coordinator	\$40,077.00
911	Dispatcher	\$30,880.00	Dispatcher/Chief Deputy Clerk	\$30,880.00 Stipend/\$2,045.00
911	Dispatcher		Dispatcher/Clerk	\$29,188.00

Section 2. The following appropriations amending Ordinance 2023-38 are hereby approved:

Fund 1000 County General, Department 500 OEM

LINE ITEM	FROM	TO	CHANGE
1000-500-1001 Salaries Full-Time	\$39,587.00	\$42,387.00	+ \$2,800.00
1000-500-1006 Social Security Matching	\$3,474.00	\$3,644.00	+ \$170.00

Fund 3020 Emergency 911, Department 501 Nine One One

LINE ITEM	FROM	TO	CHANGE
1000-500-1009 Health Insurance Matching	\$74,280.00	\$74,980.00	+ \$700.00
1000-500-1017 Holiday Pay	\$11,571.00	\$13,371.00	+ \$1,800.00

Section 3. 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. 2024-AMEND ORDINANCES 2023-37 AND 2023-38/OEM-911
BUDGETS AND SALARIES**

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

Section 5. Emergency Clause. The Quorum Court hereby determines an emergency to exist and that this Ordinance being necessary for the preservation of the public peace, health, and safety shall be in effect as of March 10, 2024.

PASSED AND ADOPTED this _____th day of _____ 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED

PROPOSED ORDINANCE NO. 2024-AMEND ORDINANCE 2023-36 OEM-911

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 FOR THE PURPOSE OF RESTRUCTURING IN OEM AND 911."

WHEREAS, the Quorum Court sees a need to restructure the Office of Emergency Management (OEM) and Nine One One (911), and

WHEREAS, this restructure will, under the OEM Budget, combine the Coordinators' positions of the OEM and the 911 into one OEM/911 Coordinator position, and

WHEREAS, this restructure will further, under the 911 Budget, change the title of Dispatch positions to read Dispatch/Clerk and add two Dispatcher/Clerk positions with one of the additional positions receiving a Chief Deputy Stipend.

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.

OEM/CIVIL DEFENSE

OEM/911 Coordinator (1) \$34,677.00

911/CELL PHONE

*Dispatch/Clerk (11) \$29,188.00

*Dispatch Supervisor (1) Stipend \$1,000.00

*Chief Deputy (1) Stipend \$2,045.00

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.

Section 4. Emergency Clause. The Quorum Court hereby determines an emergency to exist and that this Ordinance being necessary for the preservation of the public peace, health, and safety shall be in effect as of March 10, 2024.

PASSED AND ADOPTED this ____th day of _____ 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

ORDINANCE NO. 2024-0__

BE IT APPROVED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE APPROVING THE CONTRACT WITH SURVIVAL FLIGHT EMS, LLC TO PROVIDE FOR AMBULANCE SERVICE THROUGHOUT CLEBURNE COUNTY, ARKANSAS".

WHEREAS, the Quorum Court recognizes the importance and the need for an ambulance service to provide emergency services to the residents of Cleburne County;

WHEREAS, the Quorum Court wants to authorize the issuance of a ground ambulance transportation service franchise in accordance with A.C.A. 14-266-107; and,

WHEREAS, the Quorum Court desires county-wide emergency ambulance services and wishes to include all cities within Cleburne County that have not opted their independent emergency medical establishment authority pursuant to A.C.A. 14-266-107.

WHEREAS, the Quorum Court desires to award Survival Flight EMS, LLC this ambulance service contract pursuant to A.C.A. 14-14-802 and 14-266-102.

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

Section 1: The Cleburne County Quorum Court held a public meeting on January 14th, 2021, at 922 South 9th Street, Heber Springs, Arkansas, at 5:00P.M. Additionally, the public was notified in local publications of the date, time, and place of the public meeting. Survival Flight, Inc. was the only company that submitted a proposal in accordance with the requirements established by Cleburne County.

Section 2: The Cleburne County Quorum Court, by and through the Ambulance Committee, worked vigorously with Survival Flight, Inc. to reach a final agreement based upon the proposal provided by Survival Flight, Inc. and for ambulance coverage for Cleburne County, Arkansas, excluding the City of Heber Springs, Arkansas. A Contract for ALS and BLS Ambulance Services agreement was passed by the Cleburne County Quorum Court and entered into on September 6, 2022 by and between Cleburne County, Arkansas, and Survival Flight, Inc.

Section 3: The existing Contract entered into on September 6, 2022 expires at midnight on the 1st day of November 2024 and also requires a written notice of early termination delivered to the other party ninety (90) days in advance of the termination date. The Cleburne County Quorum Court wishes to enter into a new contract with Survival Flight EMS, LLC prior to the early termination requirements described within said existing Contract.

Section 5: The Cleburne County Quorum Court hereby approves the County Judge to sign, execute, and approve the Contract and Agreement, as attached herein as Exhibit "A". Said Contract and Agreement provides that Survival Flight EMS, LLC will provide additional ambulance services in Cleburne County, Arkansas, beginning on the November 1, 2024. This Contract and Agreement is attached to this Ordinance as Exhibit "A" and incorporated herein as if were listed word for word in this Ordinance.

Section 6: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Emergency Clause

The Quorum Court hereby finds and determines an immediate clarification of County policy is required to resolve the issue and protect the citizens of the Cleburne County Government; therefore, an emergency is hereby declared to exist and this Ordinance being necessary for the preservation of the public peace, health, and safety shall be in effect from and after its passage and approval.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

"Exhibit A"

**CONTRACT FOR
AMBULANCE
SERVICE**

THIS CONTRACT AND AGREEMENT (hereinafter "Agreement") is made and entered into on the dates signed by the parties as indicated on the signature page. This agreement is by and between The County of Cleburne, Arkansas (hereinafter "County"), all applicable cities within Cleburne County to include Heber Springs, Higden, Greers Ferry, Concord and Quitman (hereinafter "Cities"), and Survival Flight EMS, LLC (hereinafter "SFEMS") (may be referred to collectively as "Parties").

WHEREAS, the Parties hereto desire to enter into an agreement whereby SFEMS shall provide first responder services necessary for the proper operation and maintenance of an ambulance service.

WHEREAS, the services to be provided by SFEMS are necessary to preserve the health, safety, and welfare of the citizens within Cleburne County, Arkansas.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the Parties to this **CONTRACT** have agreed, and hereby agree, as follows:

A. SFEMS Agrees:

1. **Services, Response Area/Functional Responsibilities.** SFEMS primary response area will be the entirety of the lands comprising Cleburne County to include the geographical areas within its Cities. SFEMS shall respond to any call requested by the Cleburne County 911 Center.

SFEMS shall be the exclusive and sole provider of both emergency and non-emergency transports within the County and its Cities. SFEMS represents that it is licensed in accordance with Arkansas state law and regulations to provide this service within the State of Arkansas.

SFEMS shall strictly adhere to Arkansas state requirements for response time to emergency calls.

SFEMS shall respond and assist the County or Cities on any and all calls, as requested, including structure fires and any other call which may have the potential for bodily injury.

Pursuant to the State of Arkansas Regulations, SFEMS shall obtain mutual aid partnership(s) with all available and willing emergency medical services ("EMS") providers within the County and in neighboring communities to further assist in coverage in the event that all of the SFEMS units are unavailable due to emergency call volume,

2. **Level of Service/Clinical Staffing Standards.** The Ambulances provided by Survival Flight EMS shall be five (5) units staffed at the Advanced Life Support (ALS) level of service. These units shall be staffed twenty-four hours a day, seven days a week, and every day of every year for the duration of this agreement. At all times, there shall be a minimum of five staffed ambulances to provide coverage. All SFEMS personnel shall be licensed pursuant to Arkansas legal standards and the State of Arkansas regulations.

The parties recognize and acknowledge that there may be times when providing personnel necessary to staff five (5) separate ALS ambulances may not be possible due to staff shortages, scheduling issues, or other unavoidable circumstances. Therefore, during those times SFEMS may transition one (1) of its ALS level units to a Basic Life Support (BLS) level unit in order to provide scheduling flexibility and for non-critical care transfers. In no way shall this level of staffing be permanent and the use of a BLS unit shall not be greater than 48 contiguous hours per event. In the event a BLS unit is deployed, notification shall be made to the Cleburne County OEM immediately upon deployment of the BLS unit.

Survival Flight EMS agrees that it is imperative that at least one (1) ALS unit be available to the city and able to respond at all times. Survival Flight EMS will make every reasonable effort available to maintain this level of readiness.

" ambulance 2024 "

SFEMS personnel shall undergo pre-hire evaluations and clinical testing. SFEMS staff shall be required to undergo monthly EMS topic training. They shall also be subject to quarterly and annual skills competency checks guided by SFEMS' Director of Education.

3. Assets to be Provided. SFEMS shall provide five staffed (5) Ambulances licensed within the State of Arkansas to serve the County and the Cities therein the defined service area, collectively, in accordance with the preceding section "2."

SFEMS shall equip the five (5) ambulances pursuant to Arkansas legal standards and the State of Arkansas regulations, and also with EMS equipment such as a 12 Lead EKG monitor with telemetry capabilities, Critical Care Transport Ventilator, IV Infusion pump, EZ-IO Drill, and other Critical Care equipment. SFEMS may modify, replace, or discontinue use of any item deemed to be *Critical Care Equipment* including the items specified within this Paragraph, if, in its sole discretion, it determines an enhanced technology or technique leads to improved patient care or outcome.

4. Office. SFEMS shall maintain an office within the corporate limits of the City of Heber Springs. The office shall be manned and maintained twenty-four (24) hours per day, and every day of every year, for the duration of the Agreement locally or through SFEMS' dispatch center.

5. Deployment. All SFEMS' units shall be primarily stationed at facilities agreed upon by all parties. Three (3) units shall be statically stationed and deployed from within the city limits of Heber Springs, AR. The remaining two units will be statically stationed outside of Heber Springs with one being stationed to the Northern side of Greers Ferry Lake and one to be stationed to the Southern side of Greers Ferry lake. If applicable, SFEMS shall pay fair market value lease rate, which shall be set forth in separate contract.

6. Training and Outreach Education. SFEMS shall provide up to 10 outreach education classes per year to any City Departments (i.e., Fire, Police, Water, or Street), Schools, Civic or Community Organizations within Cleburne County as requested. SFEMS shall do these classes for free with the exception of classes which result in obtaining a certification card.

SFEMS agrees to station one or more of the response ambulances at community events where exclusive dedication of ambulances to the event is not required, upon such request by the Cities or County administration or their designee, at no additional charge.

7. Participation in EMS Advisory Committee(s). SFEMS shall participate in any EMS Advisory Committee, which membership shall be developed as directed by the Cities or County. The purpose of the Advisory Committee is to provide an active, planned, and structured forum for communication, feedback, and potential resolutions for any issue or concerns relating to EMS services and issues in general within the affected area and/or communities. The Advisory Committee shall identify any and all nonconformities or irregularities by SFEMS relating to the above topics.

8. Inspections, Information Collecting, Record Keeping and Reports. SFEMS agrees to collect, compile, prepare and submit summary performance and exception reports within 30 days following receipt of any written request of the Cities or County. SFEMS likewise agrees to provide access to all state inspection reports, and copies of all state licenses at the request of the Cities or County within 10 days following receipt of any written request to do so. SFEMS shall provide a monthly "EMS snapshot" of operational information for review.

9. Billing and Membership. The setting of rates, obtaining subscription service contracts, and collecting fees shall be the responsibility of SFEMS. SFEMS service rates shall not exceed the highest commercial payor approved rate for the service area.

SFEMS will offer annual memberships, equal or equivalent to standard ambulance memberships currently in place by SFEMS in areas of comparable population, geographical, and annual call volume, to the residents residing within Cleburne County, to assist in offsetting the cost of ambulance service to individual members.

SFEMS shall not charge for EMS standby's unless the request would be for an exclusive unit dedication and/or for extended amount of time exceeding twelve (12) hours. This fee shall not exceed SFEMS' actual costs incurred to pay employee overtime costs. SFEMS shall be responsible for invoicing and collecting for services from the individual clients. Rates and prices for subscriptions are the responsibility of SFEMS.

10. Insurance. SFEMS shall maintain liability insurance throughout the term of the Agreement in an amount that, at minimum, conforms to the requirements of the State of Arkansas, and shall list the Cities and County as additional insureds on the policies. SFEMS agrees to maintain minimum insurance coverage limits as set forth by any regulatory body. The insurance shall be in addition to any auto insurance required on ambulances.

SFEMS shall furnish the Cities or County with satisfactory proof of the insurance required in the form of a certificate of coverage for each applicable policy. The certificate of insurance provided shall contain a statement requiring the insurance carrier to provide the Cities or County ten (10) days written notice prior to cancellation of coverage provided to SFEMS by the applicable policy.

The County and Cities Agree:

1. **Compensation.** Survival Flight EMS, LLC. will not require subsidy as part of this agreement.

It is further mutually agreed between SFEMS and the County and Cities as follows:

II. Term. This contract shall be for a term of five (5) years, beginning October 31, 2024 and shall be automatically extended for two (2) additional two (2) year terms unless terminated by the parties.

2. **Remedies.** In the event of an alleged breach of contract by SFEMS, the alleging party shall give written notice of the breach to SFEMS and SFEMS shall have thirty (30) days following receipt of written notice within which to cure the breach, except that if SFEMS' breach is a failure to provide the required number of ambulances ("services") for a period exceeding seven (7) days, after receipt of written notice to SFEMS of the failure to provide services, the alleging party may terminate this Contract immediately upon providing written notice of termination to SFEMS.

The parties agree that in the event any of the Parties are required to resort to legal proceedings, or to incur expenses of any kind or nature in the enforcement of their rights hereunder, the successful party shall have the right to collect all legally allowable damages, including reasonable attorney fees and expenses, from the losing party.

3. **Governing Law/Venue.** This contract shall be governed by the laws of the State of Arkansas.

4. **Capacity/Independent Contractor.** It is expressly acknowledged and agreed that SFEMS is acting as an independent contractor and not as an employee. SFEMS and the County and Cities acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The County nor its' Cities are not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation insurance premium, profit-sharing, pension, or any other employee benefit for SFEMS. SFEMS acknowledges and agrees that SFEMS is responsible for paying, and complying with reporting requirements, for all local, state, and federal taxes relating to payments made to SFEMS under this Contract.

5. **Waiver.** No delay or omission to exercise any right, power, or remedy accruing to the Parties hereto upon any breach or default of the Parties respectively under this Contract shall impair any such right, power, or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

6. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

7. **Joint Preparation.** This Agreement is to be deemed to have been prepared jointly by the Parties hereto after negotiations, and any uncertainty or ambiguity existing herein shall not be interpreted against any party, but according to the application of the rules of interpretation of contracts.

8. **Binding Effect.** All of the terms, conditions, covenants and agreements contained in this Agreement shall be binding on the Parties and their respective agents, heirs, successors, and assigns.

9 **Captions.** All captions of the sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10 **Entire Agreement,** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature between them, and no Party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the parties hereto.

11 **Assignment.** It is expressly agreed by and between the Parties that no part of this Agreement may be assigned or transferred without the express written consent of all Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed. The parties signing this agreement attest that they have the full power and authority to execute this agreement on behalf of their respective cities and Survival Flight EMS, LLC.

Kasey Griffin, Mayor
City of Heber Springs
Date signed _____

Eric Crosby, Judge
Cleburne County
Date signed _____

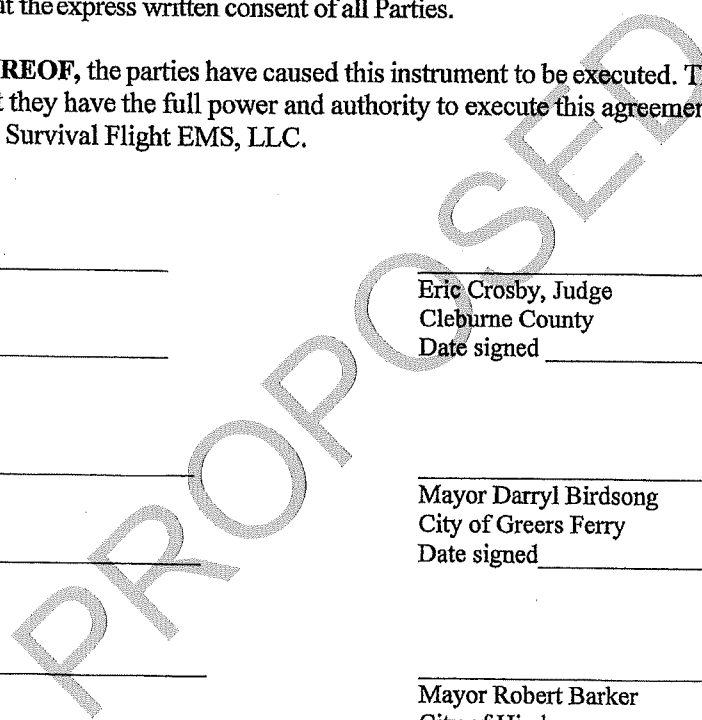
Mayor Todd Henry
City of Quitman
Date signed _____

Mayor Darryl Birdsong
City of Greers Ferry
Date signed _____

Mayor Rodney Brackett
City of Concord
Date signed _____

Mayor Robert Barker
City of Higden
Date signed _____

Survival Flight EMS, LLC
Date Signed _____



ORDINANCE NO. 2024-__

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.”

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. The following words and phrases shall for purposes of this article have the following meanings:

- (a) **Owner.** Every person, firm, partnership or corporation, owning, keeping or harboring a dog within the geographical limits of Cleburne County. Ownership is also established by a person whose name appears on the identification tag affixed to the collar or harness of the dog.
- (b) **Dogs.** When used herein shall include animals of all ages, both male and female, which are members of the canine or dog family.
- (c) **Competent (responsible) person.** A person who is capable of controlling and governing the dog in question.
- (d) **Injured or Neglected.** Any dogs running at large in Cleburne County that are ill, wounded, and/or that have no obvious owner and/or that require a quick response regarding rabies vaccination when a dog bite occurs.
- (e) **Animal Control Officer.** Any person or entity employed or appointed or contracted by Cleburne County who is authorized to investigate and/or enforce violations relating to animal control.
- (f) **Vicious Dog.**
 - 1. Any dog which when unprovoked, in a vicious or terrorizing manner approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places; or

2. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of persons, domestic animals or livestock; or
 3. Any dog which bites, inflicts injury, assaults or otherwise attacks a person, domestic animal or livestock without provocation on public or private property; or
 4. Any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting.
 5. Notwithstanding the definition of a vicious dog above, no dog may be declared vicious if any injury or damage is sustained by a person who, at the time such injury was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
 6. No dog may be declared vicious if any injury or damage was sustained by a domestic animal or livestock which at the time of such injury or damage the domestic animal, livestock or a person was teasing, tormenting, abusing or assaulting the dog.
 7. 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.
- (g) **Nuisance.** An animal shall be considered a nuisance if it damages, soils, defiles, or defecates on private property other than the owner's or on public walks or recreation areas; causes unsanitary, dangerous, or offensive conditions; causes a disturbance by excessive barking or other noise making; or interferes with persons in the public right-of-way; or chases vehicles; or roams at large upon the real property of a person other than its owner, or onto a public right-of-way.
- (h) **Stray.** Any dog that is at large.
1. **At large.** Any dog shall be deemed to be at large where it is off the premises of its owner's real property and not properly restrained by a competent person, regardless of whether the owner had actual knowledge that the dog had left the owner's premises or real property.

SECTION 3. Vicious Dogs.

- (a) No owner of, custodian of, or person with authority to control a vicious dog shall suffer or permit such a dog to go unconfined on the premises of any other person's real property or onto a public right-of-way. A vicious dog is "unconfined", as the term is used in this section, if such a dog is not securely confined indoors or confined in a secure enclosed and locked pen or a dog run area upon the premises of said person.
- (b) No owner of, custodian of, or person with authority to control a vicious dog shall suffer or permit such a dog to go beyond the premises of said owner unless the vicious dog is

securely muzzled and restrained with a restraint having a minimum tensile strength of 300 pounds and not exceeding three (3) feet in length. The dog must be handled by a person competent to maintain control at all times.

- (c) The owner of a dog declared vicious must have the animal spayed/neutered by a veterinarian and must possess veterinary certification of such.
- (d) Notification of escape or bite incident. The owner or keeper of a vicious dog shall notify the Cleburne County Sheriff's Department and animal control authority immediately if such dog escapes from its enclosure or restraint and is at large. Such immediate notification shall also be required if the dog bites or attacks a person, domestic animal or livestock.
- (e) If any dog(s), while unconfined and off the property of the owner, custodian, or person with authority to control, bites or seriously injures a person, domestic animal or livestock, it is a violation of this article. The dog(s) involved shall be immediately surrendered to the local animal control authority or Cleburne County Sheriff's Office and a citation will be issued. The owner, custodian, or person with authority to control, must verify the animal has been properly vaccinated according to Arkansas state law. Failure to appear may result in the immediate order of euthanasia of the animal for submission to the state lab for rabies testing. All other state or federal laws concerning restitution and liability shall remain in force and may be used in conjunction herewith.
- (f) No person shall own or harbor any dog for the purpose of dog fighting or to train, torment, badger, bait or use any dog for the purpose of causing or encouraging said dog to unprovoked attacks upon persons, domestic animals or livestock.
- (g) No person shall possess with intent to sell, offer for sale, breed, or buy or attempt to buy within the county any vicious dog.
- (h) Failure to comply. It shall be unlawful and a misdemeanor for any owner of a vicious dog to fail to comply with all the requirements and conditions set forth in this section. Any dog found to be in violation of this section shall be subject to immediate seizure and impoundment.
- (i) Any person found guilty of violating this section shall pay all expenses, including shelter, food and veterinary expenses necessitated by the seizure of any dog for the protection of the public, and such other expenses as may be required for the destruction of such dog.
- (j) Any vicious dog which attacks a person, domestic animal or livestock may be ordered destroyed, when in the court's judgement, such a vicious dog represents a continuing threat of serious harm to persons, domestic animals, livestock, or to personal or real property.

SECTION 4. Containment Exceptions.

- (a) Dogs officially entered in shows or competition requiring completion of entrance forms and taking place on land designated for the purpose of said dog show or competition.
- (b) Dogs secured (housed and/or fenced) within a gate, doorway or animal carrier on the private property of the owner or others with the actual implied, customary or constructive consent of the owner of such private premises.
- (c) Dogs used for official business or purposes by any law enforcement agency or disabled person.
- (d) Dogs actively being used for lawful hunting purposes by an owner, custodian or person with authority to control said dogs. Dogs used for hunting shall at all times be under the supervision or control of the responsible person.

SECTION 5. Complaints.

Enforcement personnel (either the Cleburne County Sheriff's Department or animal control authority) will investigate all complaints against dogs in the county. If the complaint includes a bite, the dog(s) involved will immediately be surrendered to either the Cleburne County Sheriff's Department or animal control authorities for mandatory quarantine. If it is determined during any complaint investigation that the owner is out of compliance with this Ordinance, the owner will be cited.

SECTION 6. Enforcement.

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, custodian, or person with authority to control, a summons in lieu of arrest, to appear in the Cleburne County District Court, Criminal Division.

SECTION 7. Regulations of Dogs.

- (a) Each owner shall have on his, her or its dog collar or harness to which is securely fastened a metal plate or tag which is legibly and permanently inscribed the name, address and/or phone number of its owner and verification that the dog has been vaccinated against rabies as required by state law.
- (b) It shall be unlawful for any person, firm or corporation to abandon any dog in Cleburne County.

SECTION 8. Penalty.

- (a) Any person in violation or aiding in or abetting the violation of any provision of this Ordinance, or resisting, obstructing, or impeding the Sheriff or any authorized officer in enforcing this Ordinance or refusing to produce for inoculation any dog in his

possession, or who removes a tag from a dog for purposes of destroying or concealing its identity, is guilty of a petty offense, for a first or second offense and shall be fined not less than \$25 nor more than \$200, and for a third and subsequent offense shall be fined not less than \$250.00 or more than \$500.00, 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 the Ordinance shall not exceed \$250.00 for each day that the same is unlawfully continued.

SECTION 9. 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 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 10. 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: _____
Rachelle Evans
Cleburne County Clerk

APPROVED: _____
Eric Crosby
Cleburne County Judge

Recorded: Book _____ Page(s) _____