

AGENDA
Cleburne County Quorum Court
Thursday, January 7, 2021
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. Jail Committee-**JP Evans**
5. **Unfinished Business:**
 - a. None
6. **New Business:**
 - a. Proposed Ordinance No. 2021-Procedural Ordinance-**JP Pearson**
 - b. Proposed Resolution No. 2021-AHPP Grant for the Cleburne County Courthouse-**JP Evans**
 - c. Proposed Ordinance No. 2021-Authorizing Ordinance Interlocal Agreement-**JP Pearson**
 - d. Proposed Ordinance No. 2021-Budget Committee Members-**JP Malone**
 - e. Proposed Ordinance No 2021-Additional Transfer to the Capital Projects Fund from Coronavirus Relief Fund-**JP Henegar.**
7. **Comments from the Public:**
8. **Announcements:**
 - a. Next Regular Quorum Court Meeting Thursday, February 11, 2020.
9. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

December 10, 2020

The Cleburne County Quorum Court met in regular session in the County Court Building, 922 South 9th Street, Heber Springs, Arkansas. The meeting was called to order at 6:01 p.m. County Judge Jerry Holmes presided. PRESENT: Pearson, Henegar, Caldwell, Blackburn, Malone, Evans, Foust, Roberts, Owens.

READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Malone to approve the minutes of the November 19, 2020 regular meeting, seconded by JP Caldwell. Voice vote, motion carried.

REPORT OF TREASURER:

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

REPORT OF COMMITTEES:

JP Evans advised the committee had received a drawing, but after speaking with the Sheriff it is not the most current drawing, and hopefully the Committee will be back on schedule in January 2021.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

JP Caldwell recognized the Fire Departments that participated in the Fire Department Matching Funds Challenge and extended appreciation for all their hard work.

Proposed Resolution No. 2020-Road Department Credit Card

JP Roberts introduced a Resolution: **"A RESOLUTION FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF ONE CREDIT CARD TO BE USED EXCLUSIVELY IN THE NORMAL COURSE OF BUSINESS BY CLEBURNE COUNTY ROAD DEPARTMENT"**.

JP Roberts made a motion to adopt the Resolution, seconded by JP Evans. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None.

Passed and adopted as Resolution 2020-010.

Proposed Ordinance No. 2020-Amend Ordinance 2020-028 Starting Salaries

JP Pearson made a motion to introduce the Proposed Ordinance No. 2020-Number of Positions and Starting Salaries (including the \$750.00 raise), seconded by JP Roberts. Voice vote, Nays noted. JP Malone raised the question of which Proposed Ordinance was on the table. JP Pearson stated he was sponsoring the \$750.00 raise. After lengthy discussion, JP Pearson withdrew the Proposed Ordinance No 2020-Amend Ordinance 2020-028 Starting Salaries and made motion to introduced Proposed Ordinance No. 2020-2021 Number of Positions and Starting Salaries including the \$750.00 raise, seconded by JP Roberts. Voice vote, opposition noted so roll call was taken. Ayes: Caldwell, Pearson, Roberts. Nays: Blackburn, Evans, Foust, Henegar, Malone, Owens. Motion failed, so original Proposed Ordinance No. 2020-Amend 2020-028 Starting Salaries was introduced by JP Pearson. **"BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE TO ESTABLISH THE NUMBER OF POSITIONS AND STARTING SALARIES FOR NON-ELECTED COUNTY POSITIONS"**.

JP Pearson made a motion to suspend the rules and place the Ordinance on the second reading by title only, seconded by JP Caldwell. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None. JP Pearson read the Ordinance by title only. JP Pearson made a motion to suspend the rules and place the Ordinance on the third and final reading by title only, seconded by JP Caldwell. JP Pearson read the Ordinance by title only. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None. JP Pearson made a motion to adopt the Ordinance, seconded by JP Roberts. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar,

Malone, Owens, Pearson, Roberts. Nays: None. JP Pearson made a motion to adopt the Emergency Clause, seconded by JP Blackburn. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None.

Passed and adopted as Ordinance 2020-030.

Proposed Ordinance No. 2020-2021 Employees and Salaries

JP Evans introduced an Ordinance by title: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE ESTABLISHING THE NUMBER OF EMPLOYEES AND AUTHORIZED SALARY PER EMPLOYEE FOR EACH DEPARTMENT OF THE CLEBURNE COUNTY GOVERNMENT"**.

JP Evans made a motion to adopt the Ordinance by reference, seconded by JP Caldwell. JP Henegar asked to clarify which Ordinance is being read. JP Evans stated the Ordinance on the table is the salaries that include the proposed \$500.00 raise for the employees. Lengthy discussion followed including reasons for and against increasing the \$500.00 raise to \$750.00. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None.

Passed and adopted as Ordinance 2020-031.

Proposed Ordinance No. 2020-2021 Budget

JP Henegar introduced an Ordinance by title: **"BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR CLEBURNE COUNTY, ARKANSAS FOR THE YEAR 2021, MAKING SPECIFIC APPROPRIATIONS OF FUNDS SET IN THE BUDGET"**.

JP Henegar made a motion to adopt the 2021 Budget Ordinance (proposed \$500.00 raise without the additional insurance premium to keep coverage same as previous year) by reference, seconded by JP Caldwell. JP Evans began discussion on whether the court should add the additional insurance amount to bring the employee insurance back to the previous coverage. Discussion followed. Roll call was taken. Ayes: Blackburn, Foust, Henegar, Owens, Pearson. Nays: Caldwell, Evans, Malone, Roberts. Required two-thirds vote was not met so proposed ordinance failed.

JP Malone made a motion to add Proposed Ordinance No. 2020-2021 Budget (including the \$500.00 raise and the additional amount to keep coverage same as previous year), seconded by JP Evans. Discussion followed. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None. Motion passed.

JP Malone introduced an Ordinance by title: **"BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE ADOPTING AND APPROVING THE BUDGET FOR CLEBURNE COUNTY, ARKANSAS FOR THE YEAR 2021, MAKING SPECIFIC APPROPRIATIONS OF FUNDS SET IN THE BUDGET"**.

JP Malone made a motion to adopt the Proposed Ordinance No. 2020-2021 Budget (including the \$500.00 raise and the additional insurance premium to keep coverage same as previous year) by reference, seconded by JP Pearson. JP Evans added that before the County Budget is passed, he wanted to express concern regarding the County receiving a portion of 911 revenue from the City of Heber Springs. JP Evans added that there was mention of a written agreement in progress. Lengthy discussion, including comments from the public, on the 911 and dispatch services between the County and City of Heber Springs was held. JP Malone mentioned there was a motion and second on the floor so roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Owens, Pearson, Roberts. Nays: None.

Passed and adopted as Ordinance 2020-032.

JP Henegar made a motion to be added to the agenda, seconded by JP Evans. Voice vote, motion carried.

After lengthy discussion, JP Henegar made a motion to cut all of dispatch and inmate housing services as of January 1 with Heber Springs if the agreed amount of 2020 is not paid by then and provide no services in 2021 until have an agreement with the \$100,000 amount on it, seconded by JP Evans. Further discussion followed. The issue of the possibility of Heber Springs being without these services for a period of 14 days since the

Quorum Court would not meet until January 14, 2021 was mentioned and discussed. Sheriff Brown advise the court that he is statutorily obligated to take felony inmates as long as there is room. JP Evans asked Sheriff Brown if the County could charge a fee for housing inmates during the possible fourteen (14) day period. After a discussion concerning a fee for housing inmates, JP Henegar asked to amend the motion to add a \$50 fee per day per inmate for housing inmates 2021. Judge advised there was a current motion with a second on the floor. JP Henegar withdrew his motion and made a new motion as follows: "That as of January 2021 we (County) cut all housing and dispatch services that can legally be cut to Heber Springs until the back pay due for 2020 is paid and an agreement is made for 2021 including a \$100,000 annual fee for 2021 and a \$50.00 per day per inmate for 2021, seconded by JP Owens. Roll Call was taken. Abstain: Blackburn. Ayes: Caldwell, Evans, Foust, Henegar, Malone, Owens, Roberts. Nays: Pearson. Motion carried.

Judge Holmes announced that if something comes up between him and the Mayor concerning the Interlocal Agreement the Court will be notified.

JP Foust asked if it were possible to change the date of the January meeting. Judge Holmes advised that the date could be changed. After a brief discussion, JP Caldwell made a motion to schedule the first 2021 meeting to be held Thursday, January 7, 2021, seconded JP Malone. Voice vote, motion carried.

JP Blackburn asked Drew Smith to look under the law and make sure a County Government can enter into a franchise agreement with an ambulance service without invoking Home Rule that will interfere with the City's agreement with the franchise service.

COMMENTS FROM THE PUBLIC:

ANNOUNCEMENTS:

- The next regular Quorum Court meeting will be held Thursday, January 7, 2020.

ADJOURNMENT:

JP Caldwell made motion to adjourn, seconded by JP Owens. Meeting adjourned at 7:46 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk

This _____ day of _____ 2021

Book _____ Page(s)_____

PROPOSED ORDINANCE NO. 2021-PROCEDURAL 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 TIME, DATE AND PROCEDURAL RULES OF THE REGULAR MONTHLY MEETING OF THE CLEBURNE COUNTY QUORUM COURT.

WHEREAS, *Arkansas Code 14-14-904* requires that the Quorum Courts establish the date, time and place of monthly meetings, and that the Quorum Court determines its rules of procedure;

WHEREAS, the Cleburne County Court Building at 922 South 9th Street in Heber Springs, Arkansas is ADA accessible and has audiovisual technology to facilitate presentation of testimony, documents and other presentations; and,

WHEREAS, the Cleburne County Quorum Court can use this facility to improve the accommodation of the public to view and hear its public meetings:

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

Section 1. An agenda shall be prepared by the Office of the County Clerk for every regular and special session of the Quorum Court.

Section 2. The agenda shall contain any item of business that any member of the Quorum Court or the County Judge presents to the Office of the County Clerk for every regular and special session of the Quorum Court.

Section 3. The agenda shall contain any item of business that any member of the Quorum Court or County Judge presents to the Office of the County Clerk for inclusion on the agenda subject to the following requirements:

- a. Any such item of business must be furnished to the Office of the County Clerk at least eight (8) days prior to the meeting that the Quorum Court member wants the item of business to be placed on the agenda for such meeting. Any item of business that is not presented by this time limit shall not be placed on the agenda for that meeting and shall be placed on the agenda for the next scheduled meeting unless the Quorum Court member requests that it not be so included.
- b. The Office of the County Clerk shall mail or otherwise deliver a copy of the agenda, together with any Ordinance or Resolution or other written material that is to be presented in accordance with the agenda at the meeting, to every Quorum Court member, to the County Judge, and the legal advisor of the Quorum Court in a manner that, in the ordinary course of events, would ensure the receipt by those persons of such agenda, and accompanying Resolutions, Ordinances or other written material at least five (5) days prior to such meeting. In the event this subsection is not complied with, the Quorum Court shall not consider any matter that has not been presented to the Quorum Court at an earlier meeting.
- c. Notwithstanding the foregoing subsections of this Ordinance, the Quorum Court may, by a majority vote of the members present, elect to place any matter before the Quorum Court for consideration at that meeting.

PROPOSED ORDINANCE NO. 2021-PROCEDURAL ORDINANCE

Section 4. The Office of the County Clerk shall place any item of business presented by either a Quorum Court member or County Judge, for inclusion on the agenda under the appropriate category according to the following Order of Business:

- a. Call to Order and Roll Call
- b. Reading, Correction, and Disposition of the Minutes
- c. Report of Treasurer
- d. Report of Committees
- e. Unfinished Business
- f. New Business
- g. Comments from the Public
- h. Announcements
- i. Adjournment

Section 5. The County Judge shall preside over the meetings of the Quorum Court and shall conduct the meeting in strict accordance with the agenda. In the absence of the County Judge, a quorum of the Quorum Court members, by a majority vote, shall elect one of their members to preside.

Section 6. The regular monthly meeting of the Cleburne County Quorum Court shall be held on the second Thursday of each month at 6 p.m. at the Cleburne County Court Building on the first or second floor with the following exception:

- a. The November Regular Meeting of the Quorum Court will convene on the third Thursday at the regular time and place.

Section 7. Quorum Court Committee and Special Meetings will continue to be held at the County Judge's Office, 300 West Main Street, Heber Springs, Arkansas. Committee or Special Meetings may be called at alternative, appropriate, or relevant locations provided at least two (2) days advance written notice is given to members of the Quorum Court.

Section 8. The Quorum Court member appointed to the Sick Leave Transfer Committee by the County Judge and listed in the annual Procedural Ordinance, as required by the Cleburne County Employment Policies and Procedures Handbook, shall be Brent Foust unless such time arises that a new appointment is found to be necessary.

Section 9. The general laws of the State of Arkansas and any other duly enacted County Ordinances or Resolutions shall be followed and adopted as procedural rules to be followed in the transaction of business at all Quorum Court meetings. Should the laws of the State of Arkansas or enacted County Ordinances not address a situation or procedure, then the basic rules of procedure contained in *Robert's Rules of Order* are hereby adopted for the orderly conduct of meetings.

Section 10. All Ordinances and Resolutions, or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book ____ Page(s) _____

**PROPOSED RESOLUTION NO. 2021-AHPP GRANT FOR THE CLEBURNE COUNTY
COURTHOUSE**

**A RESOLUTION FOR THE PURPOSE OF SHOWING CLEBURNE COUNTY'S COMMITMENT TO
THE AHPP GRANT FOR THE DEMOLITION AND INSTALLATION OF A NEW HVAC SYSTEM
FOR THE CLEBURNE COUNTY COURTHOUSE.**

WHEREAS, the Quorum Court of Cleburne County has determined that the current HVAC system at the Cleburne County Courthouse located at 301 West Main Street in Heber Springs is in ill repair and is in need of being replaced;

WHEREAS, the Cleburne County Quorum Court is committed to getting this project completed;

WHEREAS, the Cleburne County Quorum Court is willing to match up to \$250,000 of grant funds if awarded by AHPP-FY22 County Courthouse Restoration Grant;

THEREFORE, BE IT RESOLVED THAT the County Judge of Cleburne County is hereby authorized to let the AHPP know that Cleburne County will match up to \$250,000 if awarded by AHPP-FY22 County Courthouse Restoration Grant for executing the proposed project described herein and that the County Judge or Treasurer of Cleburne County is further authorized to administer the funds for the same project if awarded.

PASSED AND ADOPTED this ____th day of ____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-AUTHORIZING ORDINANCE INTERLOCAL AGREEMENT

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 AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF CLEBURNE AND THE CITY OF HEBER SPRINGS REGARDING DISPATCHING SERVICES AND CITY PRISONERS HELD IN THE COUNTY JAIL”.

WHEREAS, the County of Cleburne desires to enter into an agreement with the City of Heber Springs regarding dispatching services and the housing of city prisoners according to the terms and conditions contained in the Interlocal Cooperative Agreement attached hereto as **Exhibit “A”**, 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, with the City of Heber Springs, State of Arkansas.

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.

Section 5. An emergency is hereby declared to exist, and this Ordinance being necessary for the preservation of the public peace, health, and safety regarding the housing of prisoners shall be in full force and effect from and after its passage and approval.

Dated: January _____, 2021

Affirm:

Jerry Holmes,
Cleburne County Judge,
Cleburne County, Arkansas

Dated: January _____, 2021

Attest:

Rachelle Evans,
Cleburne County Clerk,
Cleburne County, Arkansas

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ORDINANCE NO. 2020-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CLEBURNE COUNTY AND THE CITY OF HEBER SPRINGS REGARDING DISPATCHING SERVICES AND CITY PRISONERS HELD IN THE COUNTY JAIL, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, the City of Heber Springs desires to enter into an agreement with Cleburne County regarding dispatching services and the housing of city prisoners according to the terms and conditions contained in the Interlocal Cooperative Agreement attached hereto as **Exhibit "A"**, and made a part hereof as if set forth word for word;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEBER SPRINGS, STATE OF ARKANSAS AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Heber Springs, State of Arkansas, the Interlocal Cooperative Agreement, with Cleburne County, Arkansas.

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

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

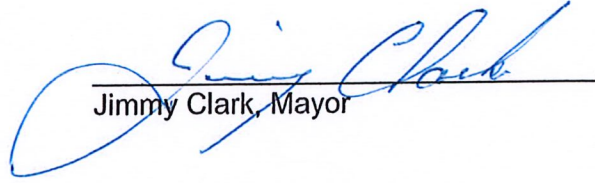
Section 4. That the City Clerk is directed to attest to the Mayor's signature.

Section 5. An emergency is hereby declared to exist, and this Ordinance being necessary for the preservation of the public peace, health, and safety regarding the housing of prisoners shall be in full force and effect from and after its passage and approval.

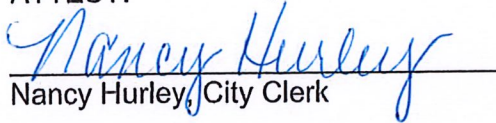
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PASSED AND APPROVED this 17 day of December 2020.


Jimmy Clark, Mayor

ATTEST:


Nancy Hurley, City Clerk

FILED

2020 DEC 28 AM 11:58

**RACHELLE EVANS
CLEBURNE COUNTY CLERK**

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EXHIBIT "A"

INTERLOCAL COOPERATIVE AGREEMENT

Between

COUNTY OF CLEBURNE

AND

CITY OF HEBER SPRINGS

regarding

DISPATCHING SERVICES &

CITY PRISONERS HELD IN COUNTY JAIL

adopted

12-17, 2020

#

**Interlocal Cooperative Agreement
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INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (hereinafter referred to as the “Agreement”) is made as of the 17 day of December, 2020 by and between Cleburne County, Arkansas (hereinafter referred to as “County”) and Heber Springs, Arkansas (hereinafter referred to as “City”), 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 City recognize their respective obligation to provide for dispatching services as well as to provide proper custody of City prisoners held in the County jail; and

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

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

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

1. Authorized by Ordinance. The County and City 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 City by a vote of the City Council.

2. Duration of Term. This Agreement shall be for a one (1) year period beginning on January 1, 2021 and ending on December 31, 2021. This Agreement shall renew on January 1, 2022, 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 City to administer or enforce this Agreement.

4. Purpose. The purpose of this Agreement is for the County and the City to work together to effectively and efficiently carry out the following functions:

a. County to provide twenty four (24) hour a day dispatching services for the City of Heber Springs; and

b. To provide for the proper custody of City Prisoners who are incarcerated in the County jail. (Note: The Sheriff of Cleburne County shall retain full authority as to which inmates are held and released from the Cleburne County Detention Facility)

i. The City shall remain liable for transportation and medical costs of its inmates pursuant to applicable law. The City is responsible for all medical costs and transportation of felony inmates until formal charges are filed by the Prosecutor's Office. Misdemeanor offenders are the City's responsibility until they are sentenced by the Court.

5. Annual Costs to be Shared. The Parties agree and acknowledge that the County has the ultimate responsibility of providing E-911 services, dispatching services, and operating the County jail. The Parties furthermore agree and acknowledge that this Agreement shall require the City to share in the financial responsibility of providing dispatching services and City prisoner expenses at the County jail.

6. Budget. The County and the City shall share the financial responsibility of providing the services described herein. The City's share of the expenses shall be One Hundred Thousand (\$100,000.00) dollars annually paid on a quarterly basis.

7. Amendment. This 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 this Agreement. Should either Party fail to approve of a 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.

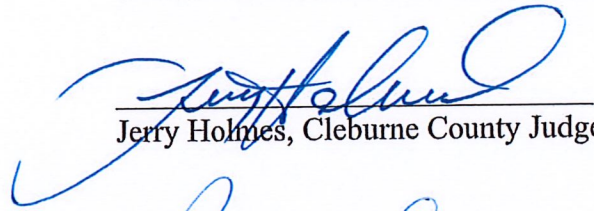
9. Property Disposition Upon Termination. The City shall keep a list of their assets provided to the County to effectuate this Agreement (if any), properly and visibly

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.

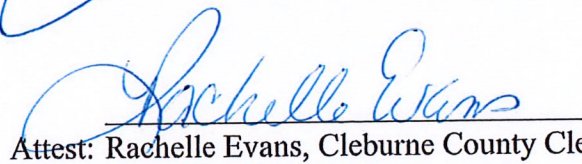
IN WITNESS HERETO, Cleburne County, Arkansas and the City of Heber Springs, Arkansas have executed this document by their duly elected officers who are authorized to represent their respective Parties hereto in assuring that the rights and obligations set forth in this Agreement are carried out.

FOR CLEBURNE COUNTY, ARKANSAS



Jerry Holmes, Cleburne County Judge

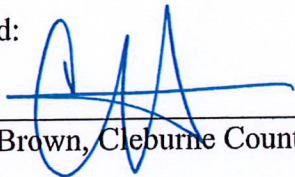
Date: 12/22/20



Attest: Rachelle Evans, Cleburne County Clerk

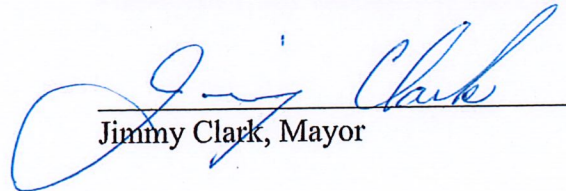
Date: 12/28/20

Agreed:



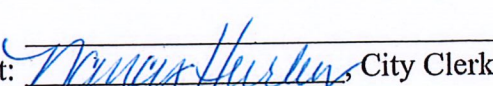
Chris Brown, Cleburne County Sheriff

FOR CITY OF HEBER SPRINGS, ARKANSAS



Jimmy Clark, Mayor

Date: 12/12/2020

Attest: 

Nancy Hurley, City Clerk

Date: 12-17-2020

RACHELLE EVANS
CLEBURNE COUNTY CLERK

2020 DEC 28 AM 11:58

FILED

PROPOSED ORDINANCE NO. 2021-ESTABLISHING NUMBER OF MEMBERS OF BUDGET COMMITTEE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “ AN ORDINANCE ESTABLISHING THE NUMBER OF QUORUM COURT MEMBERS ASSIGNED TO THE BUDGET COMMITTEE.”

WHEREAS the members of the Quorum Court comprise the legislative branch of the county government and are charged with the levy of taxes and the proper spending of tax dollars for the county as per ACA 14-14-904, and

WHEREAS, the Budget is reviewed by a committee of Quorum Court members assigned to the budget committee by the County Judge who is the Executive Branch of the county government, and

WHEREAS, the number of members of special committees can be determined by the members of the Quorum Court as per ACA 14-14-904, and

WHEREAS, the budget approval process is the single most important thing that the Quorum Court does.

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

Section 1. The Budget Committee will be comprised of five members of the Quorum Court and shall be appointed by the County Judge.

Section 2. Meetings of the budget committee will be paid at a rate of \$400 per meeting as per County Ordinance 2014-005.

Section 3. Nothing in this Ordinance shall prevent or hinder any member of the Quorum Court, or member of the public, from attending any budget meeting or budget presentation.

PASSED AND ADOPTED this _____th day of _____ 2020.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED ORDINANCE NO. 2021-ADDITIONAL TRANSFER TO THE CAPITAL PROJECTS
FUND FROM CORONAVIRUS RELIEF FUND**

BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN APPROPRIATION ORDINANCE TRANSFERRING ADDITIONAL FUNDS FROM CORONAVIRUS RELIEF FUND TO THE CAPITAL PROJECTS FUND”.

WHEREAS, in December of 2016 the Quorum Court of Cleburne County created the Capital Projects Fund for implementing county improvements and/or for purpose of evaluating and studying potential county improvements, and

WHEREAS, the time has come to transfer additional funds to the Capital Projects Fund in order to continue to move forward with the process of researching, evaluating and implementing improvements in the County of Cleburne.

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

Section 1. The Quorum Court hereby approves the appropriation to amend Anticipated Revenue to reflect the money that was awarded to the Coronavirus Relief Fund as follows:

Section 2. The Quorum Court hereby approves the appropriation from the Coronavirus Relief Fund to the Capital Projects Fund as outlined below:

FUND: 1005 Coronavirus Relief Fund

LINE ITEM	FROM	TO	CHANGE
1005-8888-9999 Transfer Out	0.00	\$820,918.66	+\$820,918.66
TOTAL INCREASE IN CORONAVIRUS RELIEF FUND BUDGET			\$820,918.66

FUND: 1005 Anticipated Revenue

LINE ITEM	FROM	TO	CHANGE
1005-7112 Federal Coronavirus Relief	0.00	\$820,918.66	+\$820,918.66
TOTAL INCREASE IN ANTICIPATED REVENUE			\$820,918.66

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.

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

PASSED AND ADOPTED this _____ day of _____ 2020.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____