

**AGENDA**  
**Cleburne County Quorum Court**  
**Thursday, June 8, 2023**  
**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. Election Committee-**JP Martin**
  - b. Emergency Services Oversight Committee-**JP Foust**
  - c. Budget Committee-**JP Evans**
5. **Unfinished Business:**
  - a. Proposed Ordinance No. 2023-Tumbling Shoals/Ida Fire Dues (2<sup>nd</sup> Reading)-**JP Fletcher**
6. **New Business:**
  - a. Proposed Ordinance No. 2023-Protectiton of Right of Ways-**JP Foust**
  - b. Proposed Ordinance No. 2023-Interlocal Agreement-Heber Springs-**JP Foust**
7. **Comments from the Public:**
8. **Announcements:**
  - a. Next Regular Quorum Court Meeting is Thursday, July 13, 2023.
9. **Adjournment:**

# CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

May 11, 2023

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, Foust, Tamburo, Owens, Wildmon  
ABSENT: Martin

## READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Caldwell, seconded by JP Evans, to approve the April 2023 minutes. Voice vote, motion carried.

## REPORT OF TREASURER:

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

## REPORT OF COMMITTEES:

Election Committee: Election Commissioner Chairman Joe Tournear reported on the State Audit of the 2022 General Election--stating that the Audit showed a one hundred percent (100%) match of the hand count to the machine count. Mr. Tournear further reported that thirteen (13) of the fifteen (15) State Audits, that have taken place at this time, all showed a one hundred percent (100%) match of hand count to the machine count. Mr. Tournear also informed the Court of the results of the Heber Springs Annual School Election, held by machines and then hand counted, showed a one hundred percent (100%) match of the machine count to the hand count. Mr. Tournear did address the Court regarding a possible recount of a percentage of the machines of the 2024 Primary Election with the financial support of the Quorum Court.

Emergency Services Oversight Committee: JP Foust reported that the equipment and the sites have been secured for the repeater system. We are still waiting for FCC documentation to be returned. The County is still waiting on the deed for the property to be used for the housing of an ALS unit north of the Lake. Most of the committee meeting was used to discuss the Interlocal Agreement between the County and the City of Heber Springs for the usage of the Mountain Aire Fire Station. JP Foust asked that the Court place the Interlocal Agreement on the May agenda.

JP Evans made a motion that the Interlocal Agreement be placed on the Agenda as "Item g", and the Tumbling Shoals/Ida Fire Dues Ordinance as "Item h" on the agenda, seconded by JP Caldwell. Voice Vote, motion carried.

Budget Committee: JP Evans reported the Committee met to discuss any funds needed in the near future for Capital Expenditures, so the Judge, Treasurer, and Committee could begin discussion regarding the placement of monies in CD's.

## UNFINISHED BUSINESS:

None

## NEW BUSINESS:

County Extension Director Amy Heck addressed the Court giving a description of what the Extension Office does and to let the County know if they need any information, please contact the Extension Office.

JP Evans made a motion, seconded by JP Fletcher, to confirm the three-year term appointments, expiring May 2026, of Jackie McPherson (Cities), and David Ramer (Judge) to the Cleburne County Board of Equalization. Voice vote, motion carried.

JP Caldwell made a motion, seconded by JP Owens, to confirm the five-year term, expiring in May 2028, appointment of Dr. Kelli Harris to the Cleburne County Library Board. Voice vote, motion carried.

**Proposed Resolution No. 2023-Mutual Aid Agreement-White/Faulkner**

JP Foust introduced a Resolution: **BE IT RESOLVED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; A RESOLUTION TO BE ENTITLED: "A RESOLUTION APPROVING MUTUAL AID AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING BETWEEN CLEBURNE COUNTY OFFICE OF EMERGENCY MANAGEMENT AND THE OFFICE OF EMERGENCY MANAGEMENT OF WHITE COUNTY AND FAULKNER COUNTY."**

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

**Passed and adopted as Resolution No. 2023-06**

**Proposed Ordinance No. 2023-Amend 2023 Budget-Additional Motor Fuel Sales Tax Fund**

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. 2022-040 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE ADDITIONAL MOTOR FUEL SALES TAX FUND BUDGET".**

JP Foust made a motion to adopt the Ordinance, seconded by JP Evans. Discussion followed regarding the location of the bridge. Roll call was taken. Ayes: Caldwell, Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Martin.

**Passed and adopted as Ordinance 2023-16.**

**Proposed Ordinance No. 2023-Amend 2023 Budget-Court Building 2nd**

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 APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2022-040 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE COURT BUILDING BUDGET".**

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

**Passed and adopted as Ordinance 2023-17.**

JP Foust introduced the "City of Heber Springs and Cleburne County Interlocal Agreement for Shared Usage of Mountain Aire Fire Station" for discussion to get the Interlocal Agreement in a form in which the Court could agree to take to the City of Heber Springs. After lengthy discussion, JP Malone made a motion, seconded by JP Owens, to bring the Interlocal Agreement to the City of Heber Springs with the following issues being corrected by the County Attorney as discussed during this May meeting: Maintenance does not include utilities, Add the initialism ALS, add a termination clause that does a depreciation value of 10% over 5 years ending with 50% at year five and afterwards any termination each party will take the property as stated in contract with a 6 month written notice, the City is to enter into the contract and the County is reimbursing, take out word "expansion" and clarify the maintenance clause, add the drawing of the remodel to the agreement, amend the percentage limit for the City, keep the County contribution for up to \$15,000.00 reimbursement. Voice vote, motion carried.

**Proposed Ordinance No. 2023-Tumbling Shoals/Ida Fire Dues**

JP Fletcher introduced as Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE DISPENSING WITH A SPECIAL ELECTION ON THE ISSUE OF THE LEVY OF TUMBLING SHOALS/IDA VOLUNTEER FIRE DUES".**

County Attorney Daniel Haney advised that a petition and, according to 14-20-108(a)(1)(B)(i)(a), a request signed by the Fire Chief and the chair and the secretary, if any, of the volunteer fire department be filed with the county clerk to properly adopt this Ordinance. It was determined that only the petition

had been filed with the County Clerk and that the request had not be filed with the County Clerk. Mr. Haney advised that if a request is filed with the Clerk's office prior to the adoption of the Ordinance the requirement would be met. JP Fletcher requested that the Fire Department get the request filed in the Clerk's office, and the Ordinance be placed on the June agenda for a second reading and, if voted on, a suspension of the rules for a third reading.

Judge Crosby informed the Court of the Disposal of Property by Order 2022-018, Order 2023-013, and Order 2023-016.

JP Evans asked Mr. Haney to elaborate on clean up in the county and the State law that references this issue. Mr. Haney reference and explained §8-6-406 that in the State of Arkansas you can be charged with littering and littering can be on your own property. This is not a subject under the jurisdiction of the Quorum Court.

**COMMENTS FROM THE PUBLIC:**

- None

**ANNOUNCEMENTS:**

- Next Quorum Court Meeting is scheduled for Thursday, June 8, 2023.

**ADJOURNMENT:**

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

**ATTESTED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk                      Date                      Book \_\_\_\_\_ Page (s) \_\_\_\_\_

PROPOSED ORDINANCE NO. 2023-TUMBLING SHOALS/IDA FIRE DUES

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE DISPENSING WITH A SPECIAL ELECTION ON THE ISSUE OF THE LEVY OF TUMBLING SHOALS/IDA VOLUNTEER FIRE DUES".

WHEREAS, The Tumbling Shoals/Ida Volunteer Fire Department provides fire services for Tumbling Shoals/Ida fire district; and

WHEREAS, Legal representatives of the Tumbling Shoals/Ida Volunteer Fire Department have filed an attested petition with the Cleburne County Clerk's Office, signed by a majority of registered voters in the volunteer fire department district, who voted in the immediately preceding general election; and

WHEREAS, The Cleburne County Clerk has certified the signatures, and

WHEREAS, A.C.A 14-20-108(a)(B)(i)(c) reads "...the quorum court by ordinance shall dispense with a special election on the issue of the levy of volunteer fire dues".

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

**Section 1.** Fire dues for the Tumbling Shoals/Ida Volunteer Fire Department shall be listed annually on real property tax statements and collected by the county collector at the same time and in the same manner as real property taxes, pursuant to A.C.A. 14-20-108(a)(B)(i)(d)(1).

**Section 2.** The County Collector shall report delinquencies to the volunteer fire department for collection, pursuant to A.C.A. 14-20-108(a)(B)(i)(d)(2)(A).

**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 \_\_\_\_\_ 2023.

ATTEST:

APPROVED:

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

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

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

**REQUEST FOR COLLECTION OF FIRE DUES**

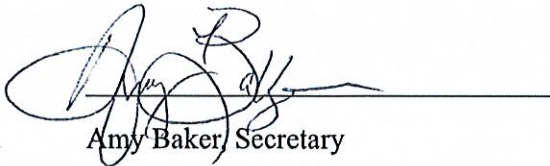
We, the below signed, being the legal representatives of the Tumbling Shoals – Ida Volunteer Fire Department; hereby submit our request to the Cleburne County Quorum Court to have fire dues in our district listed annually on real property tax statements and collected by the county collector at the same time and in the same manner as real property taxes.



Dan South, President



Mike Kirkpatrick, Fire Chief



Amy Baker, Secretary

FILED  
2023 MAY 17 AM 10:19  
COURT CLERK  
CLEBURNE COUNTY, MISSISSIPPI

**PROPOSED ORDINANCE NO. 2023-PROTECTION OF RIGHT OF WAYS**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE TO PROVIDE PENALTY PROVISIONS FOR THE PROTECTION AND MAINTENANCE OF COUNTY ROADS AND RIGHT-OF-WAYS."**

**WHEREAS**, Cleburne County, Arkansas has the right to adopt Ordinances for the regulation and maintenance of County Roads and Right-of Ways; and

**WHEREAS**, The protection and maintenance of County Roads and Right-of Ways is essential to the safety, health, welfare, and best interest of the Citizens of the County of Cleburne, State of Arkansas; and

**NOW, THEREFORE, BE IT ENACTED** by the duly elected QUORUM COURT of CLEBURNE COUNTY, Arkansas, that:

**Section 1:** It shall be unlawful for any person to throw or dump any item or items onto a County Road, or onto or into the Right-of-Way, including, but not limited to, the road bed, shoulder, ditch, and ditch backslope of any County Road located within the County of Cleburne, State of Arkansas.

**Section 2:** It shall be unlawful for any person to alter the normal and natural flow of drainage of any County Road, including, but not limited to, the dumping of leaves, trees, brush, trash, rock, and foreign debris and objects onto or into the Right-of-Way of any County Road located within the County of Cleburne, State of Arkansas.

**Section 3:** It shall be unlawful for any person to burn any object or any material upon or within the Right-of-Way of any County Road located within the County of Cleburne, State of Arkansas.

**Section 4:** It shall be unlawful for any person to park a motor vehicle or any other large item or items, including, but not limited to, a tractor, trailer, mobile home, or any piece of equipment or farming equipment on the driving surface or within the Right-of-Way of any County Road located in the County of Cleburne, State of Arkansas.

**Section 5:** It shall be unlawful for any person to cut, dig, or otherwise deface a County Road or Right-of-Way in any way, for any reason without first obtaining authorization from the County Judge of the County of Cleburne, State of Arkansas, who, when necessary, shall require the posting of a bond in the amount sufficient to cover the estimated cost of repair or damages.

**Section 6:** Violation of any of the provisions as set forth by any Section of this Ordinance by any person shall be punishable by a fine of not less than \$100.00 and not more than \$1,000.00 for each first violation. Any repeated violation of any of the provisions as set forth by any Section of this Ordinance by any person shall be punishable by a fine not less than \$200.00 and not more than \$2,000.00.

**Section 7:** Where it is possible, and is the best interest of the County of Cleburne, State of Arkansas, as determined by the County Judge, it shall be the policy of the County to seek to have the person or persons charged with violating any of the provisions as set forth in this Ordinance to be required to pay the costs of repairing or correcting the damage done by their violation or violations in lieu of payment of the fine for such offense as designated above in Section Six of this Ordinance.

**PROPOSED ORDINANCE NO. 2023-PROTECTION OF RIGHT OF WAYS**

**Section 8. EMERGENCY CLAUSE:** It is hereby found and determined by the Quorum Court of the County of Cleburne, State of Arkansas, that substantial damage is being done to the County Roads and Right-of-Ways of this County by the acts and violations as set forth by the provisions of this Ordinance and that the adoption of this Ordinance is necessary. Therefore, an emergency is hereby declared to exist and this Ordinance being necessary for the immediate preservation of the public peace, health, safety, and welfare shall be in full force and effect upon passage and adoption.

PASSED AND ADOPTED this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023.

ATTEST:

APPROVED:

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

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

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

**PROPOSED**



**PROPOSED ORDINANCE NO. 2023-INTERLOCAL AGREEMENT  
CITY OF HEBER SPRINGS**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE TO APPROVE AND ADOPT AN INTERLOCAL AGREEMENT WITH THE CITY OF HEBER SPRINGS, ARKANSAS FOR THE JOINT EFFORT OF PROVIDING AN ALS/EMS BASE AT MOUNTAIN AIRE FIRE STATION.**

**WHEREAS**, Cleburne County, Arkansas (the "County") and the City of Heber Springs, Arkansas (the "City") have entered into an Interlocal Agreement to provide maximum services for their citizens; and

**WHEREAS**, representatives of the County and the City have met and approved the Interlocal Agreement as to terms and form.

**NOW, THEREFORE, BE IT ENACTED** by the duly elected Quorum Court of Cleburne County, Arkansas, that the Interlocal Agreement, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A" as if set out fully word for word, is hereby approved and adopted.

This ordinance repeals any ordinance or parts of ordinances in conflict herein.

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023.

**ATTEST:**

**APPROVED:**

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

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

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

**CITY OF HEBER SPRINGS AND CLEBURNE COUNTY  
INTERLOCAL AGREEMENT FOR SHARED USAGE OF MOUNTAIN AIRE FIRE STATION**

**THIS AGREEMENT** is made pursuant to Act 430 of 1967 and Act 742, Chapter 5j Section 90 of the 977 Acts of Arkansas, by and between the County of Cleburne, Arkansas, (hereinafter referred to as the County), the City of Heber Springs, Arkansas (hereinafter referred to as the City),

**WITNESSETH:**

- (I) **WHEREAS**, the County and the City recognize their respective obligations to provide for the safety and protection of their citizens and
- (II) **WHEREAS**, the County and the City have limited financial resources with which to provide for such protection; and
- (II) **WHEREAS**, the County and the City desire to maximize revenues and the benefits the citizens derive there from, and to comply with the mandate of Amendment 10 of the Constitution of the State of Arkansas, and
- (IV) **WHEREAS**, there is a need to provide for quick and effective ALS/EMS services for the County and the City and their citizens, including providing accommodations, facilities, operations, and other resources to ALS/EMS services, and
- (V) **WHEREAS**, the County and the City are desirous of establishing an Interlocal Agreement whereby the City, who owns the Mountain Aire Fire Station (hereinafter referred to as the Station), shall share usage of the Station for purposes of housing EMS services contracted by the County. In return, the County will contribute revenues to expand, improve and maintain the Station.
- (VI) **WHEREAS**, by entering into such and Interlocal Agreement, the County and the City would thereby be able to provide increased and better coordinated services, protections, and opportunities for their citizens, and effectuate a saving of revenue, thereby allowing the County and the City to comply with Amendment 10 of the Constitution of the Sate of Arkansas, and

(VII) **WHEREAS**, acting completely in good faith, for the purpose of effectuating a saving of County and the City revenues, providing greater services, protections, and opportunities for the Citizens of the County and the City, and increasing the welfare for all citizens effected hereby:

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the above premises, and for the mutual obligations hereby created, and the mutual benefits so derived, the parties agree as follow:

- A. The term of this agreement will continue until any one of the parties exercises its right to terminate this agreement as prescribed in Paragraph F of this agreement;
- B. There is no anticipated separate legal entity concerning this matter;
- C. The purpose of this agreement is for the City to share the use of the Station to provide housing for ALS/EMS employees that are contracted by the County, housing for ALS/EMS equipment including, but not limited to vehicles, supplies, and other essential and/or typical equipment; and in return, the County will help in contributing to expenses for improvements, expansions, and maintenance of the Station to accommodate the housing of additional ALS/EMS employees and equipment.
- D. For purposes of this Agreement, the County's contributions to the Station shall not include any payment of rent to the City.
- E. The city will enter into a contract with a contractor to improve the Mountain Aire Fire Station so as to allow for the housing for ALS/EMS employees.
- F. The County and the City agree to share contributions for the intended purpose of this agreement in the following manner:
  - a. Improvements to the Station
    - i. The County: The County will reimburse the city by matching any contribution, dollar for dollar, that the City spends not to exceed \$

- ii. The City: The City is not limited in how much it can contribute with the understanding that any amount it contributes over \$ [REDACTED] will go unmatched by the County.
  - b. Any required maintenance or operations cost to the Station will be the responsibility of the City.
- G. The method for termination of this agreement shall require a six (6) months written notification of the intent to withdraw by the governing body of the public agency wishing to withdraw. On the date of termination, all parties shall be absolved of any future obligations to the other party, except as to the following:
- a. Should the City terminate this agreement within five (5) years of the execution of the agreement, then the City will reimburse the County its original contribution of up to \$ [REDACTED], depreciated by 10% for every year until year five, in which case, the City would reimburse 50% of the County's original contribution of up to \$ [REDACTED].
  - b. Should the County terminate this agreement within five (5) years, then no such reimbursement is necessary.
  - c. After five (5) years, there will be no reimbursement, regardless of which party terminates.
- H. The City shall retain full ownership of the Station, even in the event of the termination of this Agreement. The City will retain any property that it solely owned that was at the Station. The County will retain any property that it solely owned, and that is not permanently affixed to the Station, that was at the Station only because it was housed there. Any property owned by a third party ALS/EMS service shall remain in the ownership of the third party and shall not be affected by the termination of this Agreement.
- I. The Cleburne County Judge and the Mayor of Heber Springs shall oversee the application of contributions to the improvements, expansion and maintenance of the Station.

Exhibit A

J. This Agreement may be amended at any time upon agreement of both the County and the City according to the following terms of this Section. The party desiring to amend this Agreement shall draft the proposed amendment and, after passage by its governing body, shall submit the proposed amendment to the other party, whereupon the receiving party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by a simple majority vote by both parties' governing bodies, it shall thereafter become a part of this Agreement. Should either party fail to approve the proposed amendment, it shall have no force or effect.

K. This agreement is only for the shared use of, and shared contributions of certain expenses as mentioned above, the Mountain Aire Fire Station.

IN WITNESS HERETO, Cleburne County, Arkansas and the City of Heber Springs, Arkansas have executed this agreement by their duly elected officers who are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLEBURNE COUNTY, ARKANSAS**

ATTEST: \_\_\_\_\_  
County Clerk

BY: \_\_\_\_\_  
Cleburne County Judge

**CITY OF HEBER SPRINGS, ARKANSAS**

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor of Heber Springs