

COLUMBIA COUNTY QUORUM COURT

REGULAR MEETING

September 4, 2018

5:00 P.M.

**2ND FLOOR COURTROOM
COLUMBIA COUNTY COURTHOUSE**

JUDGE'S AGENDA

Meeting will come to order

Clerk will please call the roll

Invocation

Clerk will please read the minutes

Committee Reports

Jail	Chair – Lee Co Chair - Terry
Building	Chair – Blair Co Chair - Cook
Finance	Chair - Pate Co Chair – Blair
Personnel	Chair – Terry Co Chair - Drake
Solid Waste	Chair – Drake Co Chair – Cook

Old Business

New Business

- A. Consider a Resolution to Enter Into a Contract of Obligation with the Department of Environmental Quality
- B. Consider Ordinance Amending Ordinance 96-3
- C. Consider and Approve Rural Community Aid Grant Application for Rudd's Crossing VFD
- D. Consider and Approve Rural Community Aid Grant Application for Mt. Vernon VFD

Resolution

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

NOW, THEREFORE, BE IT RESOLVED by the above named County that *County Judge Larry Atkinson*, as the Signatory Agent of Columbia County, Arkansas, is hereby authorized to enter into the Contract of Obligation affixed hereto and to sign the Contract of Obligation on behalf of the above named county.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Larry Atkinson
County Judge

Attest:

Diane Ferguson
County Clerk

IRREVOCABLE CONTRACT OF OBLIGATION

RECITALS

WHEREAS, owners/operators of solid waste management facilities are required to provide financial assurances to the Arkansas Department of Environmental Quality (hereinafter "ADEQ") to ensure that sufficient funds are available to meet the costs of closure or post closure;

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

WHEREAS, ADEQ and COLUMBIA COUNTY, ARKANSAS (hereinafter "COUNTY"), Arkansas have reached mutually agreed terms and conditions for providing financial assurances through a Contract of Obligation.

TERMS AND CONDITIONS

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

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

2. COUNTY is a county government of the State of Arkansas.
3. COUNTY is the owner or operator of the solid waste management facility pursuant to ADEQ Permit No. 0080-S4-R1 (hereinafter "Permit").
4. This Contract is for one fiscal year of COUNTY and shall automatically renew for four additional fiscal years unless the COUNTY fails to appropriate funds in its annual budget to perform the terms and conditions required herein. A fiscal year for purposes of this Contract is defined as the fiscal year for COUNTY.
5. COUNTY shall provide written notice not less than 60 days prior to the expiration of the fiscal year to the Director if COUNTY will not appropriate funds in the COUNTY'S upcoming annual budget necessary to perform the terms and conditions of this Contract. In the event of non-appropriation, this Contract shall terminate on the last day of the fiscal year subject to appropriation by COUNTY.
6. COUNTY's solid waste management facility is not authorized to transfer, store or dispose of hazardous waste as defined and regulated under Regulation 23 of the Arkansas Pollution Control and Ecology Commission.
7. COUNTY represents and affirms that the general revenues pledged and secured under this Contract to ADEQ shall be equal to but not less than the estimated annual cost for closure

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

8. The required amount of financial assurance for the solid waste management facility which is the subject of the Permit is Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) for Closure and Post- Closure Care as provided by Ark. Code Ann. § 8-6-1603(a), (b), and (c).

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

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

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

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

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

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

15. COUNTY shall file a copy of this Contract with the Commissioner of Revenues, Department of Finance and Administration and the Local Government Services Division, Arkansas State Treasury, no later than the tenth (10th) calendar day following the effective date of this Contract. COUNTY shall provide the Director with file-marked copies of this Contract no later than the fifteenth (15th) calendar day following the effective date of this Contract.

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

17. The amount of financial assurance required for the solid waste management facility that is the subject of the Permit shall be based upon the latest available annual reporting mechanisms submitted by the facility owner/operator; and as reviewed and approved by ADEQ. Such review shall be completed by ADEQ prior to the commencement of COUNTY subsequent fiscal year. This amount may be increased or decreased as required to reflect estimated costs for closure and post-closure care.
18. The total amount of required financial assurance established by ¶17 above, shall be approved by ADEQ not less than one hundred twenty (120) days prior to the beginning of any COUNTY fiscal year.
19. This Contract shall terminate upon written approval from the Director that:
- a. The solid waste management facility has closed in compliance with the law;
 - b. COUNTY has completed post-closure care in compliance with the law; or
 - c. COUNTY provides an alternate financial assurance mechanism that is acceptable to ADEQ and is in compliance with the terms of this Contract as outlined in ¶ 25.
20. COUNTY represents and affirms that it has sufficient funds on-hand, appropriated by the annual budget, and available to comply with the terms and conditions of this Contract.
21. All notices required by this Contract shall be made by certified mail, return receipt requested, and addressed as follows:

Arkansas Department of Environmental Quality
Attn: Director
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317

Columbia County, Arkansas
Attn: County Judge Larry Atkinson
#1 Court Square
Magnolia, Arkansas 71753

Arkansas Department of Finance and Administration
Attn: Commissioner of Revenues
P.O. Box 1272
Little Rock, Arkansas 72203

Arkansas State Treasury
Attn: Local Government Services Division
220 State Capitol
Little Rock, Arkansas 72201

22. COUNTY represents and affirms that the surrender and tender of funds to ADEQ contemplated by this Contract shall not cause COUNTY to expend more than available revenues from all sources for any given fiscal year during which this Contract is effective.
23. Funds collected through this Contract of Obligation will be used for closure and post-closure activities in accordance with Regulation 22. In the event that there are funds remaining after ADEQ certifies the necessary closure and post-closure activities are completed then ADEQ will return those funds to the COUNTY.
24. In the event that any provision provided herein is determined to be invalid or void by a court of competent jurisdiction, it shall not affect the validity of the remaining parts thereof.

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

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

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

27. Nothing herein is construed to relieve COUNTY from any closure or post-closure action resulting from the solid waste management facility that is the subject of the Permit.

28. Nothing herein is construed to limit the liability of COUNTY for any closure or post-closure resulting from the subject solid waste management facility to the amount established by ¶8 of this Contract.

29. This Contract shall be effective upon the Director's signature.
30. This Contract has been reviewed and approved by the governing body of the COUNTY in a duly called and convened meeting with a quorum present.
31. The governing body of the COUNTY has authorized the COUNTY JUDGE to sign this Contract of Obligation on the behalf of COUNTY as evidenced by the attached resolution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

ARKANSAS DEPARTMENT OF
ENVIRONMENTAL QUALITY

Becky W. Keogh
Director

Date

COLUMBIA COUNTY, ARKANSAS

LARRY ATKINSON
COUNTY JUDGE

Date

Attest:

Diane Ferguson
COUNTY CLERK

ORDINANCE NO. 2018 - _____

**BE IT ENACTED BY THE QUORUM QUORT OF THE COUNTY OF COLUMBIA,
STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:**

**AN ORDINANCE AMENDING ORDINANCE NO. 96-3
PROVIDING FOR COMPENSATION OF JUSTICES OF
THE PEACE; PROVIDING FOR REIMBURSEMENT OF
CERTAIN EXPENSES TO JUSTICES OF THE PEACE,
AND FOR OTHER PURPOSES.**

WHEREAS, Justices of the Peace are to be compensated pursuant to the terms and provisions of A.C.A 14-14-1205; and

WHEREAS, the Quorum Court of Columbia County has found and determined that Ordinance No. 96-3 which sets the per diem compensation to be paid to Justices of the Peace and sets the rate of reimbursement to Justices of the Peace for use of a privately-owned motor vehicle in the conduct of county affairs is antiquated and should be amended to coincide with the compensation currently appropriated for Justices of the Peace for the 2018 calendar year.

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

ARTICLE 1. Section 1. of Ordinance No. 96-3 is hereby amended by deleting the provisions thereof in its entirety and substituting therefor the following:

“The per diem compensation to be paid Justices of the Peace for attending any official, regular, special or committee meeting of the Quorum Court shall be the sum of \$277.83.”

ARTICLE 2. Section 2. of Ordinance No. 96-3 is hereby amended by deleting the provisions thereof in its entirety and substituting therefor the following:

“A member of the Quorum Court may receive per diem compensation for one (1) meeting per year for which the member is absent due to an emergency or for personal reasons.”

ARTICLE 3. Section 3. of Ordinance No. 96-3 is hereby amended by deleting the provisions thereof in its entirety and substituting therefor the following:

“The maximum annual compensation payable to any Justice of the Peace by virtue of such per diem shall not exceed the sum of \$3,334.00.”

ARTICLE 4. Any Ordinance in conflict herewith are hereby repealed to the extent of the conflict.

IT IS SO ORDAINED.

PASSED AND ADOPTED: September 4, 2018.

APPROVED:

LARRY ATKINSON
COLUMBIA COUNTY JUDGE

ATTEST:

DIANE FERGUSON
COLUMBIA COUNTY CLERK

received
4-27-18

9:30 a.m.

Rudd's Crossing Volunteer Fire Department
P. O. Box 1620
Magnolia, AR 71754

April 7, 2018

Judge Larry Atkinson
Columbia County Court House
Magnolia, Arkansas 71753

Dear Judge Atkinson,

The Rudd's Crossing Volunteer Fire Department would like to submit a request for a \$5,000.00 share of the County Tax money that is to be appropriated to the rural fire departments and community centers.

The funds are being requested to help our department purchase and install a new transmission in our large 4000 gallon tanker. We have been quoted a price of \$4800 for the transmission and will have it installed by a local mechanic for an estimated \$1000. This apparatus is a large International truck with an Eaton-Fuller 9 speed transmission.

This apparatus is crucial to our department as it is the main means of transporting water to the fire scene. Without this apparatus being out of service, our ability to ensure that we have an adequate water supply for fire suppression is greatly hindered.

Thank you for your consideration and help in this request.



Josh Smith
Secretary/treasurer



Mt Vernon VFD

received
8-17-18
10:00 am


August 15, 2018

Judge Larry Atkinson
County of Columbia
1 Courthouse Square
Magnolia, AR

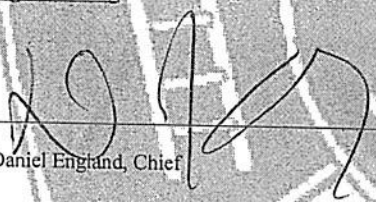
Mt. Vernon VFD requests being added to the Rural Aid Grant (aka \$5000 fire grant) list. The money will be used to purchase two (2) firesuits at a total of \$5,825.62 (attached) with the remaining \$825.62 being used from department funds.

Please contact myself or Chief England with regard to the status and eligibility for the grant.

Respectfully,



Jason H. Sands
Vice President
Mt Vernon VFD
Waldo AR 71770
870.562.3496
js@mvfdr.org



Daniel England, Chief



SALES ORDER

www.gwevs.com

Salesperson:	Date:	Payment	Quote Number
Topf, W	8/9/2018	Net 30	JC-180295
Ship Complete:	Freight:		PO Number
No	To Be Added On Order		

A
GW
Diesel Services, Inc.
Company

QUORUM COURT REGULAR MEETING
August 6, 2018
COLUMBIA COUNTY COURTHOUSE, 2ND FLOOR
5:00 P.M.

The Honorable Larry Atkinson called the regular meeting of the Columbia County Quorum Court to order. Mr. Lee gave the invocation. County Clerk Diane Ferguson called roll; 10 members were present with Mr. Story being absent.

Motion was made by Mr. Lee and 2nd by Ms. Cook to accept the July 2018 minutes as mailed. All were in favor.

COMMITTEE REPORTS

BUILDING – Ms. Blair reported that work at Westside is progressing well ahead of schedule.

FINANCE - Ms. Pate stated that Treasurer Blair provided financial reports to the Quorum Court members for their review. She also stated that she wants to schedule a Finance Committee meeting to discuss the scanning project and comp time.

JAIL – Sheriff Loe handed out a memo to the Quorum Court members. Sheriff Loe also reported that a plumber is coming to the jail to address the problems with the hot and cold water mixing. He also stated that Justice Bridge has been installed and they will begin doing video hearings.

ROAD - By handout.

PERSONNEL – Ms. Terry stated there was no report.

SOILD WASTE – Mr. Drake stated there was no report.

OLD BUSINESS-None.

NEW BUSINESS

APPROPRIATION ORDINANCE 2018.7

An appropriation ordinance increasing balance brought forward and supplementing the County Building budget for the renovations to the Westside Annex and transferring within the Treasurer's Automation and Collector's Automation Fund Budgets. Motion was made by Mr. Lee and 2nd by Ms. Terry. All were in favor.

APPROPRIATION ORDINANCE 2018.8

An appropriation ordinance amending and supplementing the General Fund/Courthouse budget and increasing anticipated revenue. Motion was made Mr. Nash and 2nd by Mr. Lee. All were in favor.

APPROPRIATION ORDINANCE 2018.9

An appropriation ordinance transferring within the Solid Waste budget fund. Motion was made by Mr. Drake and 2nd by Mr. Lee. All were in favor.

EMERGENCY ORDINANCE 2018.10

An ordinance authorizing Columbia county to purchase professional services from the spouse of an employee of the county due to unusual circumstances; declaring an emergency and for other purposes. Motion was made by Mr. Lee and 2nd by Ms. Terry. All were in favor.

Motion was made to adjourn meeting by Ms. Blair and 2nd by Mr. Williams. All were in favor. Time 5:25 p.m.

DIANE H. FERGUSON, COUNTY CLERK

Tammy Wiltz, D.C.

COLUMBIA COUNTY LIBRARY BOARD OF TRUSTEES MINUTES
July 23, 2018

The Columbia County Library Board of Trustees met Monday, July 23, 2018, for their regular monthly meeting at 5:00 pm in the Board Room of the Library. The meeting was called to order by Board Chair John White. In attendance were John White, Melba Keith, Jim Garrett, Betty Epley, Director Rhonda Rolan, Assistant Director Morgan Chance, Bookkeeper Denise McNiel and special guest, County Treasurer Selena Blair.

Melba made a motion to call the meeting to order, Jim seconded the motion. Motion carried.

Minutes: A motion to accept the June 25, 2018, minutes as presented was made by Betty, was seconded by Melba. Motion carried.

John called the board to go into executive session at 5:02. The meeting returned to open session at 5:24. The board gave Rhonda Rolan a favorable evaluation.

Correspondence and Communications: Rhonda read a thank you note that she received for speaking to the Rotary Club on June 14, 2018. Rhonda also mentioned that the library received a letter from one of the library's homebound residents, stating how much the library has done for her.

Director's Report

1. The library continued its 2018 Summer Reading Program with activities for three age groups on Tuesdays, Wednesdays, and Thursdays. Movies are shown on Friday afternoons. The program will end on Thursday, July 26, 2018.
2. Taylor Branch Library offered summer reading programs on each Tuesday at 2:30 p.m. The program started on Tuesday, June 19, 2018, will end on Tuesday, July 24, 2018.
3. Rhonda purchased an iPad for Taylor so children there can participate in activities using the robots in the coding kit given to them by the Arkansas State Library.
4. Charles Taylor came to the library on Thursday, June 28, 2018, to wash the library's windows, both inside and outside.
5. Rhonda and Morgan went to Atrium training at the Atlanta (Texas) Public Library on Monday, July 2, 2018. Afterwards Rhonda stopped at the Taylor Branch Library to work on cataloging genealogy and archival materials.
6. Rhonda attended the SAWN board meeting on Tuesday, July 3, 2018.
7. There was an issue at the circulation desk on Monday, July 9, 2018, when a patron refused to answer questions that the library asks every customer as a part of normal procedure for updating the patron database.

8. Rhonda met with Mr. Talbot from Campbell Insurance on Wednesday, July 11, 2018.
9. The Kinders presented a musical program at the library on Tuesday, July 17, 2018, for the summer reading finale.
10. Library staff began using the new release of Atrium (version 12) from Book Systems software on Wednesday, July 18, 2018.
11. Stuart's sent a representative to the library on Wednesday, July 18, 2018, to investigate why the copier was not scanning documents over the network. He solved the issue.
12. The monthly staff meeting was held on Thursday, July 19, 2018. Topics included summer reading activities, Atrium's new release, and revised circulation policies.

Old Business: Rhonda discussed the Circulation Policy updates. Melba made the motion to accept the policy with the updates as written. Betty seconded the motion. Motion carried.

New Business: Rhonda presented a Patron Complaint Policy to the board. Melba made the motion to adopt the policy as written. Betty seconded the motion. Motion carried.

Rhonda shared that the insurance policy is up for renewal. There is an increase of \$663 for the policy. Melba made the motion to accept the policy and Betty seconded the motion. Motion carried

Selena, County Treasurer spoke to the board about the 2019 budget. She had handouts for each board member and spoke about county revenue for the library. She answered board questions, also.

Financial Report: Denise reported that at the end of June the library had used 43.70% of its annual budget. Projected usage for six months is 49.98%. The library ended June under budget by 6.28%. The library's Special Account balance is currently at \$88,873.82. There was \$0 in sales of *Images of America Columbia County* in June.

There being no further business, a motion to adjourn was made by Melba, seconded by Betty. Motion carried. The meeting adjourned at 6.05 pm.

The next meeting will be on August 27, 2018 at 5:00 pm in the Board Room of the library.

Secretary ~ Melba Keith

Minutes ~ Denise McNiel