

JOURNAL OF PROCEEDINGS
MISSISSIPPI COUNTY QUORUM COURT
March 28, 2023

The Quorum Court of Mississippi County, Arkansas, met in regular session at 6:00 p.m. in the Mississippi County Courthouse in Blytheville, Arkansas with Judge John Alan Nelson presiding. Rev. Jim Clark gave the invocation, which was followed by the Pledge of Allegiance.

The following members answered roll call:

Justice Ash
Justice Brown
Justice Burge
Justice Cullom
Justice Hepler

Justice Jackson
Justice Mangat
Justice Martin
Justice McDonald
Justice White

Absent: Justice McClanahan. Also in attendance was County Attorney Jacob Holmes.

Justice White moved to dispense with the reading of the minutes as copies had been provided to the members. Justice Ash seconded the motion and the voice vote was unanimous.

In the treasurer's report, County Treasurer Peggy Meatte reported the interest rate at Cadence Bank in Osceola on a \$100,000.00 CD was 4.75% for eight months. Sales tax revenue was once again up quite a bit from the previous month; one of the best for February ever and expects this month to be as well.

Fire, Police and Safety Committee: Justice Burge reported the committee met on March 3, 2023 and discussed:

- The sale of old vehicles at the sheriff's department.
- Wilson Fire Department requested a truck (2014 Dodge Ram 2500) be donated to them.
- \$100,000.00 grant for full body scanner for the jail. Cost of scanner is \$120,000.00. \$20,000.00 had been budgeted.
- M & M software update for a total cost of \$102,000.00.
- Awarded a \$3,000.00 LLEBG grant from the Department of Arkansas to be used for night scopes for patrol.
- More deputies needed for security in the Blytheville courthouse.
- Wayne Reynolds informed the committee it was time to renew the hyper link license for \$10,000.00.

Insurance Committee: Justice Cullom stated the committee met on March 10, 2023 to discuss:

- Prescriptions and coverage of certain medications.
- Possible short-term disability and long-term disability

Road and Bridges Committee: Justice Burge reported the committee met on March 10, 2023 and discussed:

- A road-usage agreement.
- Unightly properties within the county. Ordinance, regarding this that had been previously passed, needed to be enforced.
- Chickasawba District's judicial jurisdiction was moved during courthouse renovation allowing the county to have a temporary courthouse at Bardette. The courthouse project is complete and the lines need to revert back.

Finance Committee: Justice White stated the committee met on March 20, 2023. Topics of discussion were:

- Previous month's expenditure on point.
- Carryover extensions: 2022 clean-up budget.
- County Assessor Brannah Bibbs asking for \$6,500.00 for Edge Mapping
- OEM's request for \$10,000.00 to renew Hyper-Reach license.
- Election coordinator will continue fall under the direction of the county clerk.
- Sheriff's grant for \$100,000.00.
- More security officers for the Blytheville Courthouse.
- Legislative Audit asking for acknowledgement of report received.
- Judge Broadway asking for funding to send two juvenile officers to training.
- County Clerk's request to increase salary of one of her deputies and \$9,000.00 to pay for mail-outs following completion of redistricting.
- Landfill purchase of \$750,000.00 CD.
- \$23,000.00 for five year renewal of Laurus X-Ray machine warranty.
- The committee voted to keep the current millage rate rather than the rollback.

Planning and Development Committee: Justice White reported the committee met on March 21, 2023. Topics discussed were:

- Clif Chitwood requested a \$1,000,000.00 incentive for Big River Steel/US Steel to offset land purchase costs.
- Hybar project scheduled to close on June 30, 2023.
- Bronco Industrial Services had fulfilled their contract and purchased the Juno building for \$5,000.00.
- All operations with Chime had been halted.

New Business:

The clerk was asked to read an ordinance titled: AN ORDINANCE AMENDING ORDINANCE NO. O-2003-6 IN ORDER TO EXTEND THE LEVY, FROM JUNE 30, 2023 TO JUNE 30, 2033, OF THE 0.5% SALES AND USE TAX WITHIN MISSISSIPPI COUNTY, ARKANSAS LEVIED THEREBY FOR ECONOMIC DEVELOPMENT PURPOSES; AND PROSCRIBING OTHER MATTERS RELATING THERETO.

Following the reading, Justice Ash informed the court this ordinance required three readings and moved to suspend the rules and proceed to second reading by title only, Justice White seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. Following the second reading by title only, Justice Ash moved to suspend the rules and proceed to the third reading by title only, Justice Burge seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. Following the third reading by title only, Justice Ash moved for adoption, Justice White seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-08 was adopted by the court.

The clerk read an ordinance titled: AN ORDINANCE PROVIDING SUPPLEMENTAL APPROPRIATIONS FOR THE OPERATION OF MISSISSIPPI COUNTY GOVERNMENT, INCLUDING INCREASES AND/OR CHANGES IN APPROPRIATIONS FOR CERTAIN DEPARTMENTS OF COUNTY GOVERNMENT FOR THE CALENDAR AND FISCAL YEAR OF 2022, AND FOR OTHER PURPOSES. Following the reading, Justice White moved to adopt, Justice Hepler seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-09 was adopted by the court.

The clerk an ordinance titled: AN ORDINANCE AUTHORIZING/MODIFYING APPROPRIATIONS FOR THE FY 2023 BUDGET. Following the reading, Justice White moved to adopt, Justice Jackson seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-10 was adopted by the court.

The clerk was asked to read an ordinance titled: AN APPROPRIATION ORDINANCE TO INCENTIVIZE BIG RIVER STEEL WORKS FOR THE CREATION OF ONE HUNDRED JOBS. Following the reading, Justice White moved for adoption, Justice Ash seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-11 was adopted by the court.

The clerk read an ordinance titled: AN APPROPRIATION ORDINANCE AUTHORIZING THE PURCHASE OF GIS FRAMEWORK FOR THE COUNTY ASSESSOR'S OFFICE. Following the reading, Justice White moved to adopt, Justice Hepler seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-12 was adopted by the court.

The clerk was asked to read an ordinance titled: AN APPROPRIATION ORDINANCE FOR THE PURCHASE OF CERTAIN X-RAY EQUIPMENT FOR THE COUNTY DETENTION CENTER AND AN EXTENDED WARRANTY FOR X-RAY MACHINE AT THE BLYTHEVILLE COURTHOUSE. Following the reading, Justice White moved for adoption, Justice Ash seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-13 was adopted by the court.

The clerk was asked to read an ordinance titled: AN APPROPRIATION ORDINANCE AUTHORIZING PURCHASE OF SOFTWARE FOR OEM/911 DIRECTOR. Following the reading, Justice White moved to adopt, Justice Hepler seconded and the vote was: Aye --- Ash, Brown, Burge, Cullom, Hepler, Jackson, Mangat, Martin, McDonald and White; Nay --- None; Absent --- McClanahan. O-2023-14 was adopted by the court.

The justices all acknowledged receipt of the Legislative Audit Reports.

Question concerning the county's funding indigent funeral costs.

There being no further business to come before the court, Justice White moved to adjourn, Justice Ash seconded and the voice vote was unanimous. The meeting adjourned at 7:00 p.m.

Respectfully submitted:



Janice Currie
County Clerk/Secretary

JOURNAL OF PROCEEDINGS
MISSISSIPPI COUNTY QUORUM COURT
April 06, 2023

The Quorum Court of Mississippi County, Arkansas, met in special session at 1:30 p.m. in the Mississippi County Courthouse Annex Building in Blytheville, AR with County Judge John Alan Nelson presiding. Following the Pledge of Allegiance, Justice Neil Burge gave the invocation.

The following members answered roll call:

Justice Ash
Justice Brown
Justice Burge
Justice Hepler
Justice Jackson

Justice Mangat
Justice McClanahan
Justice McDonald
Justice White

Absent: Justices Cullom and Martin. Also in attendance was County Attorney, Jacob Holmes.

The clerk was asked to read an ordinance titled: AN ORDINANCE TRANSFERRING CERTAIN COUNTY PROPERTY TO WILSON, ARKANSAS FOR PUBLIC USE. Following the reading, Justice White informed the court this ordinance required three readings and moved to suspend the rules and proceed to the second reading by title only. Justice Ash seconded and the vote was: Aye --- Ash, Brown, Burge, Hepler, Jackson, Mangat, McClanahan, McDonald, and White; Nay --- None; Absent --- Cullom and Martin. Following the second reading by title only, Justice White moved to suspend the rules and proceed to the third reading by title only. Justice Ash seconded and the vote was: Aye --- Ash, Brown, Burge, Hepler, Jackson, Mangat, McClanahan, McDonald, and White; Nay --- None; Absent --- Cullom and Martin. Following the third reading by title only, Justice White moved for adoption. Justice Hepler seconded and the vote was: Aye --- Ash, Brown, Burge, Hepler, Jackson, Mangat, McClanahan, McDonald, and White; Nay --- None; Absent --- Cullom and Martin. O-2023-15 was adopted by the court.

There being no further business to come before the court, Justice White moved to adjourn, Justice Burge seconded and the voice vote was unanimous. The meeting adjourned at 1:40 p.m.

Respectfully submitted:



Janice Currie
County Clerk/Secretary

**QUORUM COURT
MISSISSIPPI COUNTY, ARKANSAS
Tuesday, April 25, 2023
Blytheville, Arkansas**

**6:00 p.m. REGULAR SESSION OF QUORUM COURT IN THE CIRCUIT COURTROOM OF THE
Blytheville COURTHOUSE**

AGENDA

- 1. Call to Order**
- 2. Prayer**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Reading/Approval of Minutes**
- 6. Treasurer's Report**
- 7. Committee Reports**
 - Personnel Committee (4/4) – Chairman Justice Harbans Mangat
 - ARP Committee (4/14) – Chairman Justice Molly Jackson
 - Energy & Property Committee (4/14) – Chairman Justice Molly Jackson
 - Sanitation & Solid Waste Committee (4/14) – Chairman Justice Tobye McClanahan
 - Planning & Development Committee (4/17) – Chairman Justice Michael White
 - Finance Committee (4/17) – Chairman Justice Michael White
- 8. Resolutions:**
 - Bronco
- 9. Ordinances:**
 - Ordinance – Policybook travel reimbursements
 - Ordinance – Federal Asset Forfeiture Fund
 - Ordinance – Amending O-2021-20
 - Appropriation Ordinance – ART Commitment
 - Appropriation Ordinance – Repairs of County Machinery
 - Appropriation Ordinance- Zeroing Out Chime Commitment
 - Appropriation Ordinance -Courthouse Construction Fund
 - Appropriation Ordinance – Farmland Site Prep
 - Appropriation Ordinance – Travel Gang Land Conference
 - Appropriation Ordinance – Health Department Renovation
 - Appropriation Ordinance – JIT Hydraulic Commitment
 - Appropriation Ordinance – Building Acquisition
 - Appropriation Ordinance – Relocation of Utilities
- 10. New Business**

11. Old Business

12. Announcements

13. Adjourn

**PERSONNEL COMMITTEE MEETING
APRIL 4, 2023 1:30 ANNEX BUILDING**

ATTENDANCE: Chairman Justice Harbans Mangat; Justice Tobye McClanahan; Justice Cecil McDonald; Justice Betty Hepler; Justice Molly Jackson; Justice Melinda Martin; Justice Michael White; Justice Rick Ash; Treasurer Peggy Meatte; Finance Kelli Jones; County Clerk Janice Currie; NEA Town Courier Revis Blaylock.

- 1. Meeting was called to order by Justice Harbans Mangat. Justice Mangat passed out an agenda and information from the handbook. Per Diem rates for lodging and meals. Food costs and hotel rates had gone up. Currently did \$35.00 per day for meals. State rate was \$59.00 per day. Justice Hepler recommended \$65.00. There was no reimbursement unless it was out of the county and an overnight stay. Could only reimburse 15% for tips. Justice McDonald recommended \$75.00. Motion was made by Justice Betty Hepler to increase meals to \$75.00 per day. Second was made by Justice Tobye McClanahan. Motion passed.**
 - 2. Lodging. County had no cap on lodging. State was \$98.00. Government I.D. required for rate. Motion was made by Justice Tobye McClanahan to change the hotel travel limit to \$200.00 per day for in State and \$450.00 per day for out of State travel. Second was made by Justice Betty Hepler. Motion passed.**
 - 3. Agenda and itemized receipts for reimbursements. Finance Director Kelli Jones said all receipts and agenda were needed for reimbursement. Mrs. Jones would like to add the date on the agendas. Motion was made by Justice Tobye McClanahan to add the word dated to the agenda. Second was made by Justice Cecil McDonald. Motion passed.**
 - 4. COVID Ordinance. Ordinance would expire May 2023. Federal guidelines would expire in May 2023. Employees were paid for days off when positive with COVID. 5 days. Justice Ash recommended the County Ordinance expire the same date the Federal expired. Other counties were not paying now for COVID and employees had to use their sick leave. Justice Betty Hepler made a motion to make the deadline for the COVID Ordinance May 11, 2023. Second was made by Justice Tobye McClanahan. Motion passed.**
 - 5. Meeting adjourned.**
- Minutes submitted by: Cindy George**

**AMERICAN RESCUE PLAN MEETING
APRIL 14, 2023 1:00 P.M. ANNEX BUILDING**

ATTENDANCE: Chairman Justice Molly Jackson; Justice Reggie Cullom; Justice Cecil McDonald; Justice Tobye McClanahan; Justice Rick Ash; Justice Betty Hepler; Justice Drake Brown; Justice Melinda Martin; Finance Kelli Jones; Treasurer Peggy Meatte; Collector Susan Short; County Clerk Janice Currie; Public Affairs Tom Henry; Judge John Alan Nelson; NEA Town Courier Revis Blaylock.

1. Meeting was called to order by Justice Molly Jackson. Justice Jackson gave an update on the health departments. Contract had been signed with Olympus. Pre construction meeting was held. Olympus would take possession of the building in Osceola on the 24th. Health unit would be moved to the hospital. Completion in 4 months. OAC meetings would be held every 2 weeks. \$250,000.00 grant timeline was May 2023. Extension had been applied for. Appropriation needed to go to Finance for \$1.2 million.

2. Grant Program. Cities were notified of the video shown and posted on the county website. Deadline for application was April 21. I Parametrics would give the recommendations. Each city could receive 2 grants up to \$400,000.00.

3. Recommendation was needed to use ARP funds to purchase the Humane Society building. NCEC building was empty. Humane Society had looked at the property. The county could buy the building and do a land swap. Cost \$350,000.00. Judge Nelson was in favor of having a storage area. Justice Ash recommended to purchase the Humane Society building and the Humane Society purchase the NCEC building. Motion was made by Justice Tobye McClanahan to recommend to use \$350,000.00 of ARP money to purchase either the NCEC building or the Orphan Anne building and land. Second was made by Justice Reggie Cullom. Motion passed.

4. Meeting adjourned.

Minutes submitted by: Cindy George

**ENERGY AND PROPERTY MEETING
APRIL 14, 2023 1:30 ANNEX BUILDING**

ATTENDANCE: Chairman Justice Molly Jackson; Justice Melinda Martin; Justice Betty Hepler; Justice Rick Ash; Justice Drake Brown; Justice Michael White; Justice Reggie Cullom; Justice Cecil McDonald; Justice Tobye McClanahan; Finance Kelli Jones; Treasurer Peggy Meatte; Collector Susan Short; County Clerk Janice Currie; Public Affairs Tom Henry; Judge John Alan Nelson; NEA Town Courier Revis Blaylock.

- 1. Meeting was called to order by Justice Molly Jackson. Osceola Courthouse Fund had \$15,000.00 appropriated. Balance of \$17,518.00. All money needed to be appropriated. Motion was made by Justice Rick Ash to appropriate \$2,518.00 to the Osceola Courthouse Fund. Second was made by Justice Betty Hepler.**
 - 2. Blytheville Courthouse Fund. \$250,219.92 appropriated. \$519,341.00 balance in fund. Justice Ash asked about the RFQ for the Osceola Courthouse to begin work and recommended to leave what was needed for the Blytheville construction. Remainder should be moved to the Osceola Fund. Renaissance looked at the leak in Osceola and proposed a plan to service drains in the future. Motion was made by Justice Rick Ash to recommend to leave \$320,000.00 in the Blytheville Courthouse Fund and move the rest to the Osceola Courthouse Fund. Second was made by Justice Betty Hepler. Justice Ash made a motion to get Judge Nelson to contact Renaissance to get a quote on maintaining the Osceola and Blytheville Courthouse twice a year. Second was made by Justice Drake Brown.**
 - 3. Contract for the Public Defender's Office was received. There was an increase in price. Money was in the budget.**
 - 4. ARP recommended to spend \$350,000.00 to acquire the land from the Humane Society. Motion was made by Justice Ash to purchase the Humane Society building and the Humane Society purchase the MCEC building by direct purchase or land swap. Second was made by Justice Betty Hepler.**
 - 5. Update on HVAC. CNI had not been in the past weeks. Attorney's had asked for copies on the payment bond. HVAC system needed to be fixed.**
 - 6. Bridge at Half Moon. State Aid project was done by the County Judge. 4 utilities had to relocate their utilities. AT&T would relocate at their cost. \$24,634.00 cost to Miss. Co. Electric, MCEC \$20,571.25, Dell Water \$51,470.00. Total cost \$96,675.45.**
 - 7. Meeting adjourned.**
- Minutes submitted by: Cindy George**

**SANITATION AND SOLID WASTE MEETING
APRIL 14, 2023 2:00 ANNEX BUILDING**

ATTENDANCE: Chairman Justice Tobbye McClanahan; Justice Michael White; Justice Melinda Martin; Justice Reggie Cullom; Justice Molly Jackson; Justice Betty Hepler; Justice Rick Ash; Justice Cecil McDonald; Justice Drake Brown; Finance Kelli Jones; Treasurer Peggy Meatte; Collector Susan Short; County Clerk Janice Currie; Public Affairs Tom Henry; Judge John Alan Nelson; NEA Town Courier Revis Blaylock.

1. Meeting was called to order by Justice Tobbye McClanahan. Justice McClanahan handed out the first quarter spreadsheets. Total revenue. \$923,538.63. Expenses. \$437,448.33. CD totals end of March. \$2,016,294.57. CD for \$1 million had been purchased. Today over \$3 million in CD's.

2. Aging reports. Some vendors were over 90 days. Justice McClanahan suggested Judge Nelson make some phone calls to collect funds. ACH payments were discussed. The county had an Ordinance in place for accounts over 90 days. Lexi Nichols would contact the vendors to see in billing information was correct.

3. Landfill had an older D6 bulldozer that needed repairing and no longer worked. Cost to repair \$109,000.00. 963 front end loader would be returned in July. Tracks were out on it. Cost to repair \$40,000.00. Would be repaired now. New D6 dozer with a landfill package was \$400,424.00. 18 week delivery. Without landfill package \$365,837.00. Motion was made by Justice Reggie Cullom to purchase the dozer with the landfill package and repair the old D6 dozer. Second was made by Justice Betty Hepler.

4. Scale house needed repairs. Floor was temporarily repaired. Toilets also needed to be replaced. One employee was needed to manage traffic. One slot was needed to get James Rountree off equipment. Justice White thought there was an open slot.

5. April 22, 2023. Countywide clean up.

6. Meeting adjourned.

Minutes submitted by: Cindy George

**PLANNING & DEVELOPMENT MEETING
APRIL 17, 2023 1:00 ANNEX BUILDING**

ATTENDANCE: Chairman Justice Michael White; Justice Neil Burge; Justice Rick Ash; Justice Cecil McDonald; Justice Molly Jackson; Justice Betty Hepler; Justice Tobye McClanahan; Economic Development Clif Chitwood; Mallory Darby; Randy Scott; Finance Kelli Jones; Treasurer Peggy Meatte; Barrett Harrison; NEA Town Courier Revis Blaylock.

- 1. Meeting was called to order by Justice Michael White. Meeting turned over to Clif Chitwood. Mr. Chitwood asked for an Ordinance to remove the appropriation allocated to Chime Solutions. Motion was made by Justice Rick Ash to defund Chime Solutions. Second was made by Justice Cecil McDonald.**
 - 2. Bronco. Original allocation was \$300,000.00. Bronco expressed an interest in purchasing the Juno building. \$18,000.00 for Mississippi County residents and \$8,000.00 for Dunklin and Pemiscot Counties. Obligations had been met. Motion was made by Justice Rick Ash have a Resolution showing Bronco had met all obligations and the County would sell the property to them for \$5,000.00. Second was made by Justice Cecil McDonald.**
 - 3. Sierra Group. Time to pay bank loan. Money had been allocated. There would be a lien against the equipment until all jobs had been met. Snyder building had been purchased. Asked for the check to be disbursed.**
 - 4. Arkansas Mechanical. Allocated \$514,000.00. Obligations had been met. \$18,000.00 for Mississippi County residents and \$8,000.00 for Dunklin and Pemiscot. Hired 33 Miss. Co. 40 from Missouri. Asked for the \$400,000.00 to be disbursed.**
 - 5. D & L. \$75,000.00 allocated to purchase equipment. 10 Mississippi County residents hired. Had reached their obligations. Asking money to be disbursed.**
 - 6. Big River Steel contracts back this week. When contracts were received the county would help purchase land. \$1 million would be disbursed. Same with Tenaris. \$1 million.**
 - 7. JIT Industries LLC. Hydraulics company. Same as 5 star hydraulics. 25 to 30 jobs. \$25.00 to \$30.00. Asking for \$10,000.00 per job. Total \$250,000.00. Mississippi County residents. Motion was made by Justice Rick Ash to approve \$250,000.00 for JIT for 25 jobs. Second was made by Justice Cecil McDonald.**
 - 8. ART. Operation had been expanded. Request \$150,000.00 for 15 to 20 jobs. Three years to meet obligation. Upgrade hangers, hanger doors and structure, roof. Motion was made by Justice Neil Burge to approve \$150,000.00 to ART for 15 to 20 jobs over 3 years. Second was made by Justice Cecil McDonald.**
 - 9. Meeting adjourned.**
- Minutes submitted by: Cindy George**

**FINANCE COMMITTEE MEETING
APRIL 17, 2023 1:30 ANNEX BUILDING**

ATTENDANCE: Chairman Justice Michael White; Justice Molly Jackson; Justice Neil Burge; Justice Cecil McDonald; Justice Tobye McClanahan; Justice Rick Ash; Justice Betty Hepler; Finance Kelli Jones; Treasurer Peggy Meatte; County Clerk Janice Currie; Collector Susan Short; Coroner Karen Ash Crane; NEA Town Courier Revis Blaylock.

- 1. Meeting was called to order by Justice Michael White. Meeting was turned over to Coroner Karen Ash Crane. Request was made to add to the budget for indigent burials. The crematorium cremated a body and the cost was \$2,200.00. Request was not for the entire amount to be paid but for something. The County had paid for indigent burials in the past. Could be part of the Coroner's budget. Motion was made by Justice Neil Burge for the county to take care of indigent burials. No second was made. Tabled until next Finance meeting. Coroner would work with the County Clerk and go forward.**
- 2. Money would be received from the Federal Asset Forfeiture Fund. \$6,000.00 to \$7,000.00. Ordinance was needed to set up a fund. Motion was made by Justice Neil Burge to set up the line item in the budget. Second was made by Justice Molly Jackson. Tax settlement money came from the hospital fund. \$7,255.86 went to County General. Can wait until the clean up budget.**
- 3. ARP Committee recommended to appropriate \$1.2 million for the health units. Motion was made to appropriate \$1.2 million from ARP funds to the health departments renovation. Second was made by Justice Cecil McDonald. Motion passed.**
- 4. ARP Committee recommended to appropriate \$350,000.00 for the purchase of the property north of the Courthouse. Involved purchase of MCEC building. Motion was made by Justice Molly Jackson to appropriate \$340,000.00 from ARP funds for building/land acquisition and any miscellaneous expenses. Second was made by Justice Cecil McDonald. Motion passed.**
- 5. Energy & Property committee recommended to leave \$350,000.00 in Blytheville construction fund and move remaining balance to Osceola construction fund. Motion was made by Justice Molly Jackson to leave \$320,000.00 in the Blytheville Courthouse construction fund and move remaining balance to the Osceola Courthouse construction fund. Second was made by Justice Neil Burge. Motion passed.**
- 6. Farm land site preparation. Final step was to set two wells. Motion was made by Justice Molly Jackson to appropriate \$128,879.53 for the wells on the farm land. Second was made by Justice Neil Burge. Motion passed.**
- 7. Renaissance gave a proposal to maintain the drains at the courthouses twice a year. Roof access was needed in Osceola. No appropriation needed at this time.**

8. Bridge project at Half Moon. Utilities needed to be moved for new bridge. Some utilities were reimbursable to be paid by the county. \$96,000.00. There was \$60,000.00 appropriated. Justice White thought \$70,000.00 was needed. Motion was made by Justice Molly Jackson to appropriate \$70,000.00 to cover cost of moving utilities. Second was made by Justice Cecil McDonald. Motion passed.

9. Sanitation & Solid Waste Committee recommended to repair the old D6 dozer for \$109,000.00. Lease/purchase a new D6 for \$400,000.00 with a landfill package. Motion was made by Justice Neil Burge to appropriate \$50,000.00 for equipment repair. Second was made by Justice Cecil McDonald. Motion passed.

10. Appropriation Ordinance was needed to zero Chime Solutions from the Economic Development budget. Motion was made by Justice Molly Jackson to zero Chime Solutions from the Economic Development budget. Second was made by Justice Neil Burge. Motion passed.

11. Resolution was needed for Bronco to purchase building for \$5,000.00.

12. JIT Hydraulic Company. Appropriation Ordinance was needed. Recommendation came from Planning & Development. \$250,000.00 for 25 jobs. Motion was made by Justice Molly Jackson to appropriate \$250,000.00 to JIT for 25 jobs. Second was made by Justice Neil Burge. Motion passed.

13. Planning and Development recommended \$150,000.00 for 15 jobs to ART to upgrade buildings. Motion was made by Justice Neil Burge to appropriate \$150,000.00 to ART for 15 jobs to update building. Second was made by Justice Cecil McDonald. Motion passed.

14. Juvenile Department needed an appropriation for gang land training. The training would be in Chicago. Funds would come from County General. \$4,000.00 for travel, meals, training and motels. Motion was made by Justice Neil Burge to appropriate \$4,000.00 for gang land training. Second was made by Justice Molly Jackson. Motion passed.

15. Justice White asked for thoughts about the cost of motel rooms that would be changed. Motel rooms prices could change daily. Some exceptions needed to be put in place. Would go back to Personnel.

16. Meeting adjourned.

Minutes submitted by: Cindy George

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

MISSISSIPPI COUNTY QUORUM COURT

RESOLUTION NO. R-2021-_____

**A RESOLUTION ANNOUNCING THAT BRONCO HAS
FULFILLED THEIR CONTRACTUAL OBLIGATIONS AND
THAT THE COUNTY NOW RESOLVES TO PERFORM AS
CONTRACTUALLY OBLIGATED.**

WHEREAS, the County and Bronco Industrial Services entered into a certain contract and
lease agreement, both of which are attached herein; and

WHEREAS, Bronco has performed all of their contractual duties in a timely fashion
therefore it is now upon the county to transfer the Juno Building to Bronco for the price of
\$5,000.00; and

WHEREAS, the County now resolves to perform its contractual duties and to transfer the
Juno Building to Bronco for the sum of \$5,000.00.

IT IS NOW RESOLVED.

DATE: _____

APPROVED:

JOHN ALAN NELSON, COUNTY JUDGE

ATTEST:

JANICE CURRIE, COUNTY CLERK
& SECRETARY

FILED

CO2021-03

JAN - 5 2021

LEASE AGREEMENT

JANICE CURRIE
COUNTY & PROBATION CLERK

This Lease Agreement, effective this 1st day of January, 2021, by and between Mississippi County, Arkansas (hereinafter called "Lessor"), and Bronco Industrial Services, LLC, a Louisiana limited liability company (hereinafter called "Lessee").

WHEREAS, Lessor owns certain real property in or about Blytheville, Arkansas, as described herein (hereinafter the "Real Property"); and,

WHEREAS, Lessor wishes to lease to Lessee and Lessee wishes to lease from Lessor the Real Property as described herein for the purpose of the operation of a fabrication and re-manufacturing facility.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties hereby acknowledge and agree as follows.

1. DEMISED PREMISES. Subject to the terms and provisions hereinafter set forth, and in consideration of the rent to be paid by Lessee, and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessor does hereby lease, demise, and let unto Lessee, and Lessee does hereby hire and take from Lessor, for the uses and purposes hereinafter set out, the following real property located within the Chickasawba District of Mississippi County, Arkansas, together with all buildings, structures, and other improvements thereon to-wit (the "Real Property" as previously defined herein):

SEE ATTACHED "EXHIBIT A"

2. TERM. The term of this Lease for the Real Property shall be for a period of five (5) years, beginning the 1st day of January, 2021, and extending through the 31st day of December, 2026 (the "Lease Term").

3. RENTAL AMOUNT AND PURCHASE. In lieu of rent, Lessee shall be provided with incentive credits as set forth in a Contract between the parties of even date herewith. All incentive credits shall further be credited toward Lessee's purchase of the Real Property from Lessor, as set forth in said Contract. At the end of the Lease Term, subject to the provisions herein related to breach and termination, Lessee shall be permitted to purchase the Real Property from Lessor at a price as determined in said Contract.

4. UTILITY CHARGES. Lessee shall be solely responsible for the cost of all utility services used or consumed by Lessee during the Lease Term, including, but not limited to, the following: electric, gas, water, trash and sewer.

5. USE OF DEMISED PREMISES. The Real Property shall be used by Lessee as a fabrication and re-manufacturing facility. Lessee agrees that it will not use, or suffer or permit any person to use, the Real Property or any portion or portions thereof for any use or purpose in violation of the laws of the United States, the State of Arkansas, or other government subdivision having jurisdiction, nor suffer or permit nuisances upon the Real Property.

6. MAINTENANCE. Lessee shall be responsible for all maintenance to the Real Property during the Lease Term, including, but not limited to: (a) all roof repairs, (b) all door and ramp access repairs, (c) all security, (d) all ground maintenance, (e) all plumbing maintenance, (f) maintenance of all existing electrical paneling and lighting, and (g) maintenance of all existing exhaust fans.

7. ACCEPTANCE OF DEMISED PREMISES. From Lessee's own inspection and investigation, Lessee is thoroughly familiar with Real Property, its condition, state of repair and everything connected therewith, and Lessee accepts the Real Property in the condition thereof "AS

IS" at the time of the execution of this Lease. No representation of any kind not herein contained concerning the Real Property or any part thereof have been made to Lessee, either before or at the time of execution of this Lease.

8. LIMITATIONS ON LIABILITY OF LESSOR. Lessor shall not be liable for any damage or injuries caused by any defect in the Real Property, latent or patent, at the time possession of the Real Property is given to Lessee, or which may thereafter develop on the Real Property.

9. BUILDING ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations or additional improvements on or within the improvements upon the Real Property. Even if Lessor consents thereto, all such alterations, additions and improvements which are permanently attached to the improvements shall become the property of Lessor and shall remain upon and be surrendered with the Real Property at the termination of this Lease.

10. SIGNS. Lessee shall not affix or attach any advertising signs or other signs on the Real Property without the prior written consent of Lessor, which shall not be unreasonably withheld.

11. GOVERNMENTAL AUTHORITIES. Lessee covenants and agrees that it will, at its own cost and expense, promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and local Government and of any and all departments or bureaus thereof, applicable to use or occupancy of the Real Property or for the correction, prevention, and abatement of nuisances, violations, and other grievances, in, upon or connected with the Real Property during the term of this Lease, and Lessee shall also promptly comply with and execute all rules, orders, and regulations respecting fire, fire hazards, sanitation, and pollution, including structural repairs, alterations, or construction.

12. LICENSES AND PERMITS. Lessee shall at its own cost and expense obtain any and all necessary licenses, consents, and permits to enable Lessee to occupy and use the Real Property for the purposes specified herein.

13. ACCESS AND INSPECTION. Lessor shall have the right to enter upon the Real Property during reasonable business hours for the purpose of inspection, provided that prior notice shall be given to Lessee, and the right to enter at any time without notice in the event of fire, explosion, or other emergency, for the purposes of controlling, extinguishing, or abating same.

14. INDEMNITY AND HOLD HARMLESS BY LESSEE. Lessee shall be responsible for, and agrees to fully defend, indemnify, and hold Lessor safe and harmless from, any and all losses, damages, demands, claims, or causes of action arising out of injury to or death of persons, or damage to or destruction or loss of property, that directly or indirectly may be caused by or result from (a) Lessee's occupancy and use of, and operations on, in, and about the Real Property, (b) any Sublessee's occupancy and use of, and operations on, in and about the Real Property, (c) the condition of the Real Property or any defects thereon, and (d) Lessee's use, or any Sublessee's use, of public or private roadways traversing other lands owned by Lessor adjacent to or in the vicinity of the Real Property, including the use of roadways for ingress and egress to and from the Real Property.

15. INSURANCE. At all times after taking possession of the Real Property, Lessee shall carry at its sole cost and expense "comprehensive general liability insurance" with an insurance company authorized to do business in the State of Arkansas naming itself and Lessor as co-insured for the protection, indemnification, and defense of itself and Lessor against any and all liability, claims, demands, and causes of action that may be asserted against them or Lessor or arising from

the use, maintenance, and operation of the Real Property during the Lease Term; and Lessee obligates itself to have the company or agency issue to Lessor a Certificate or Certificates of Insurance as to the policy and its coverage of Lessor, as well as the policy expiration date, and agree to give at least thirty (30) days' written notice to Lessor prior to cancellation or reduction thereof. The policy limits shall not be less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury or death (or \$3,000,000.00 per occurrence) and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for property damages. The policy shall further include "Damage to Premises Rented to You" coverage.

At all times during the Lease Term, Lessee shall carry at its sole cost and expense with an insurance company authorized to do business in the State of Arkansas, "all risk replacement cost insurance coverage" in an amount not less than one hundred percent (100%) of the replacement cost value at the time of loss of the buildings and improvements on the Real Property, including, but not by way of limitation, insurance coverage of the perils of fire, lightning, windstorm (including hurricanes), hail, explosions, riot (including all civil commotion), smoke, aircraft, or land vehicle damage, vandalism, water leakage from pipes, leakage of fire protective equipment, and all other perils.

16. TAXES. As the Real Property is owned by Mississippi County, Arkansas, it is exempt from real estate taxes. To the extent not exempt, Lessee shall pay all property taxes, special assessment levies and all other types of taxes and levies on Real Property.

17. BANKRUPTCY OR INSOLVENCY.

(a) Neither this Lease nor any interest therein nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law.

(b) Lessee shall not cause or give cause for the institution of any legal proceeding seeking to have Lessee adjudicated bankrupt, reorganized, or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Lessee's assets, and shall not make any assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Lessee or its assets shall be conclusive evidence that Lessee caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within sixty (60) days after such allowance or appointment. It is further understood and agreed that if Lessee shall abandon the Real Property, or shall be declared bankrupt according to law, or if assignment shall be made of the Real Property or of the Lease or any interest therein for the benefit of creditors of Lessee, or in the event a receiver or trustee is appointed by final judgment of a court of competent jurisdiction to assume charge of the business or affairs of Lessee, then, in any of said cases, Lessor, at its option, may, without further notice or demand, lawfully re-enter and remove all persons from the Real Property with or without process of law and without being deemed guilty of any trespass and without prejudice to any of Lessor's other legal rights; and upon re-entry in any manner as aforesaid, the rights of Lessee under this Lease shall cease and be ended without prejudice to any remedy or Lessor for arrears of rent or for breach of covenant or other obligation of Lessee hereunder.

18. LANDLORD'S LIEN. Lessor shall have, and it is hereby expressly given and granted, an express contract lien upon all goods, wares, merchandise, stock, fixtures, furniture, machinery, tools, implements, utensils, chattels, and all other personal property of whatever nature which may be placed upon the Real Property during the term of the Lease, whether the same is or is not exempt from execution but only to the extent not secured by a prior lien, to secure all the rent and other payments provided hereunder and it is expressly understood and agreed that the taking by Lessor of any other security for said rent shall not operate as a discharge of or in anywise impair the express contractual lien by this paragraph created and granted, nor shall the taking of the express contractual lien in this paragraph provided be construed as in anywise releasing or impairing the Landlord's Lien given by law, but, on the contrary, the express contractual lien in this paragraph provided shall be cumulative of and in addition to any and all statutory lien rights which Lessor may have. Notwithstanding any of the foregoing provisions hereof, it is expressly understood and agreed that Lessee shall be privileged to sell goods, wares, and merchandise in the regular course of its trade, free from the lien above described; and further that Lessee, if not in default hereunder, shall be authorized to sell and dispose of machinery, fixtures, equipment, and other personal property from time to time, free from such lien, where, by reason of the condition thereof or obsolescence, Lessee desires to do so.

19. DAMAGE AND DESTRUCTION. Should the Real Property be damaged or destroyed by fire or other casualty, to the extent such damage or destruction is not covered by insurance, Lessor shall, at its sole discretion, determine whether or not to repair, restore or rebuild the improvements upon the Real Property. To the extent such damage is covered by insurance, both

parties hereby agree to cooperate in the repair, restoration and rebuilding of the improvements upon the Real Property.

20. CONDEMNATION. If the whole or any part of the Real Property hereby leased shall be taken in whole or in part by any public authority under the power of eminent domain, or shall be sold to such authority under threat of such power, then Lessee may elect to terminate this Lease and declare the same null and void as of the date of such taking or sale by giving written notice thereof to Lessor within thirty (30) days after the date of such taking or sale. Lessor shall be solely entitled to assert against the condemning authority any and all claims and to recover any and all damages suffered due to any taking.

21. EVENTS OF DEFAULT. Lessee shall be in default under the provisions of this Lease Agreement upon the happening of any of the following events or conditions;

(a) Failure to keep or perform any of the covenants, agreements, stipulations, or conditions herein, where Lessee fails to commence the correction of such default within fourteen (14) days after the receipt by Lessee from Lessor or written notice describing such violation or default, or where Lessee fails to continue in their correction thereof with promptness and dispatch until the same is fully rectified.

(b) Failure to obtain any insurance required under this Lease Agreement or applicable state or federal law.

22. REMEDIES UPON DEFAULT.

(a) If Lessee defaults during the term hereof, Lessor may, at its option, declare the rights of Lessee under this Lease forfeited and same term ended and reenter the Real Property, with or without process of law, using such reasonable force as may be necessary to remove all persons or

chattels therefrom. In the event this Lease is by Lessor declared forfeited under the terms and provisions of this paragraph and Lessor lawfully retakes the possession of the Real Property under the authority contained herein, all claims for damage by reason of any such actions of Lessor are expressly waived by Lessee. Any such reentry shall be without prejudice to any remedy of Lessor for arrears of rent or breach of covenant.

(b) If Lessee defaults during the term hereof, Lessor may, at its option, cease payment of any and all incentive payments set forth in the Contract between the parties of even date herewith.

(c) If Lessor should delay in enforcing any obligation of Lessee hereunder, or should waive the performance of any such obligation, or should accept rent after the occurrence of any default by Lessee, then such action or forbearance by Lessor shall not be construed as a waiver of any default in any other obligation of Lessee hereunder, regardless of whether such default was then existing or had therefore occurred or should thereafter occur.

23. CONCERNING TERMINATION.

(a) Except as otherwise expressly provided herein, the termination of this Lease for any reason shall not release Lessee from performance of any obligation accrued prior to the time of such termination.

(b) Either party may terminate this Lease at any time during the Lease Term by providing the other party with sixty (60) days' written notice thereof.

24. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease nor sublet or sublease the Real Property, in whole or in part, without the prior written consent of Lessor. Any assignment or subletting, even if consented to by Lessor, shall be expressly subject to all of the terms, provisions, and conditions of this Lease Agreement and shall not in any way release or impair

the liability of Lessee hereunder. Lessee shall be solely responsible for the management of all Sublessees and shall be solely responsible for all costs incurred in subleasing any portion of the Real Property.

25. QUIET ENJOYMENT. Lessor covenants that Lessee, upon paying said rent and performing the covenants and agreements contained herein, shall and may peaceably and quietly hold and enjoy the Real Property for the term herein provided.

26. REMOVAL OF LESSEE'S PROPERTY. At the expiration or termination of the Lease Term, and provided that all of Lessee's obligations under the terms and provisions hereof are at such time satisfied, Lessee shall have the right to remove, and upon Lessor's request, Lessee shall have the obligation to remove promptly, from the Real Property, all personal property, machinery, equipment, appurtenances, furniture, removable trade fixtures, and other removable property placed or brought upon the Real Property by Lessee or any Sublessee, and not permanently attached to the buildings, provided that the Real Property shall be restored to the same condition as existed at the time such fixtures or equipment were installed, reasonable wear and use of the Real Property excepted. The property described in this Article shall at all times be deemed the personal property of Lessee and shall not be deemed to have formed a part of the Real Property, but if such property be not removed promptly from the Real Property as above provided same shall become the property of Lessor.

27. SURRENDER OF DEMISED PREMISES. At the expiration or termination of the Lease Term, Lessee agrees to surrender the Real Property to Lessor in as good condition and state of repair as when received, ordinary and reasonable wear, tear, depreciation, and decay excepted.

28. SUBORDINATION TO MORTGAGES. At the option of Lessor, this Lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Lessor may place on the Real Property and Lessee shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination.

29. HOLDING OVER. In the event Lessee remains in possession of the Real Property after the expiration or termination of this Lease or any extension or renewal hereof, such holding over shall not serve to renew or extend this Lease and Lessee shall be deemed to be occupying the Real Property as Lessor's tenant at sufferance at a monthly rental of twice the rental amount set forth herein.

30. NON-DISCLOSURE. Except as is necessary to sublease any portion of the Real Property, at no time, either during the Lease Term, or at any time after the expiration of the Lease Term, shall Lessee communicate in any way with any outside third party who is a non-representative of Lessee regarding the terms or content of this Lease Agreement.

31. NOTICES. All notices or demands required or provided for in this Lease shall be in writing, and may be given or served personally, or shall be sent by United States registered or certified mail with postage or charges prepaid, and addressed to the parties at their addresses listed herein, or to such other address as may hereafter be designated by either party by written notice to the other party hereto.

32. HEIRS, SUCCESSORS AND ASSIGNS. Except as may be hereinabove specifically provided to the contrary, this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

33. GOVERNING LAW. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

34. SURVIVAL. All representations, warranties, indemnities, and agreements contained in this Lease, or in any exhibit hereto, shall survive the execution and delivery of this Lease; and the obligations of the parties which have accrued at or before the expiration or other termination hereof shall survive such expiration or other termination hereof.

35. ENTIRE AGREEMENT AND WAIVER. This Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof. A provision hereof may be altered or varied only by a writing executed and made a part hereof by all parties hereto. Waiver by either party of any provision hereof in one instance shall not constitute a waiver as to any other subsequent instance with respect to the same provision, nor shall it constitute a waiver as to any other provision hereof.

36. SEVERABILITY. If any clause, sentence, provision, or other portion of this Lease is or becomes illegal, null, void, or unenforceable for any reason, the remaining portions of this Lease shall continue in full force and effect so long as the intent of the parties can continue to be effectuated hereunder.


[Signature page to follow]

IN WITNESS WHEREOF, this instrument is hereby executed by the parties on the 5
day of January, 2021.

LESSOR:

MISSISSIPPI COUNTY, ARKANSAS

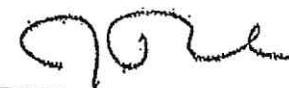
By:


John Nelson, County Judge

LESSEE:

BRONCO INDUSTRIAL SERVICES, LLC

By:


Jerome Perque

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF MISSISSIPPI)

On this, the 5 day of JANUARY, 2021, before me, the undersigned Notary Public, personally appeared John Alan Nelson, who stated that he was the County Judge of Mississippi County, Arkansas, and that he did, in such capacity, execute the foregoing Lease Agreement for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF MISSISSIPPI)

On this, the 5 day of JANUARY, 2021, before me, the undersigned Notary Public, personally appeared Jerome Perque, who stated that he was the _____ of Bronco Industrial Services, LLC a Louisiana limited liability company, and that he did, in such capacity, execute the foregoing Lease Agreement for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



EXHIBIT A

CONTRACT

THIS CONTRACT entered into this 1st day of January, 2021, by and between Mississippi County, Arkansas, a subdivision of the State of Arkansas ("Mississippi County"), and Bronco Industrial Services, LLC, a Louisiana limited liability company ("BRONCO") WITNESSETH:

WHEREAS, BRONCO is an industrial concern located within Mississippi County;

WHEREAS, Mississippi County wishes to provide monetary incentive for BRONCO's employment of citizens of Mississippi County and the surrounding area;

WHEREAS, BRONCO agrees to employ citizens of Mississippi County and the surrounding area in consideration for receiving incentives from Mississippi County; and,

WHEREAS, BRONCO agrees to participate in mutually agreeable work-force training programs with Arkansas Northeastern College in consideration for receiving incentives from Mississippi County.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and conditions hereinafter set forth, Mississippi County and BRONCO hereby agree as follows:

1. **CURRENT EMPLOYEES - INCENTIVE PAYMENTS:** Mississippi County hereby agrees to provide the following one-time monetary incentive to BRONCO, in the aggregate total amount of \$150,000.00, for its current employees, employed for a period equal to the Arkansas Economic Development Commission of a full-time job at the time of the execution of this Contract, who reside in Mississippi County, Dunklin County, Missouri or Pemiscot County, Missouri:

- a. For each of the fifteen (15) qualified current BRONCO employees who reside in Mississippi County, Mississippi County shall credit BRONCO the sum of \$4,000.00, for a total one-time credit of \$60,000.00; and,
- b. For each of the forty-five (45) qualified current BRONCO employees who reside in either Dunklin County, Missouri or Pemiscot County, Missouri, Mississippi County shall credit BRONCO the sum of \$2,000.00, for a total one-time credit of \$90,000.00.

2. **NEW HIRES - INCENTIVE PAYMENTS:** For a period of five (5) years following the execution of this Contract, Mississippi County hereby agrees to provide the following monetary incentives to BRONCO for each of its newly-hired employees (employees first hired after the execution of this Contract) who reside in Mississippi County, Dunklin County, Missouri or Pemiscot County, Missouri:

- a. In addition to the one-time credit in the amount of \$150,000.00, for PRESENT EMPLOYEES, each newly-hired employee of BRONCO who resides in Mississippi County, Dunklin County, Missouri or Pemiscot County, Missouri, Mississippi County shall credit to BRONCO the sums per employee as set forth in Section 1 above, until the total aggregate credit amount of \$260,000.00 is reached. After the total aggregate credit amount of \$260,000.00 is reached, the following credits will be provided:
 - (i) For each newly-hired employee of BRONCO who resides in Mississippi County, or who moves to Mississippi County for employment purposes, Mississippi County shall credit to BRONCO the sum of \$18,000.00;

- (ii) For each newly-hired employee of BRONCO who resides in either Dunklin County, Missouri or Pemiscot County, Missouri, Mississippi County shall credit to BRONCO the sum of \$8,000.00;
- b. For the purpose of this Contract the terms "employee" and "position" are interchangeable. The incentives are granted based upon earned positions. Therefore, multiple individual employees may be combined if necessary to create one earned position.
- c. Under no circumstance shall the total monetary incentives provided to BRONCO herein (the one-time credit of \$150,000.00 plus all credits for newly-hired employees) exceed the total amount of \$360,000.00, unless first approved by the Mississippi County Quorum Court.
- d. All incentive dollars earned by BRONCO are irreversible once earned and cannot be forfeited. However, should a decrease in employment occur, BRONCO shall be required to re-achieve the previously incentivized employment level before new incentive monies may be earned.
3. **USE OF FUNDS:** All incentive credits earned shall be used as partial payment on the lease purchase agreement to be entered into between Mississippi County and BRONCO on the Juno Building.
4. **LEASE AND PURCHASE INCENTIVE:** The parties hereby agree to enter into a separate lease agreement for BRONCO's use of Mississippi County's Juno Building for a term of five (5) years. During the lease term, BRONCO's incentive credits set forth herein shall be substituted for rent. At the end of the lease term, BRONCO may purchase the Juno Building from Mississippi County for the sum of \$365,000.00. However, the total amount of incentive

credits received by BRONCO pursuant to this Contract as of the end of the lease term shall be credited to BRONCO toward its purchase of the Juno Building. By way of example only, if BRONCO has received the maximum allowed credit sum of \$360,000.00 at the end of the lease term, the purchase price will be \$5,000.00. At any time during the lease term, BRONCO may purchase the Juno Building from Mississippi County by paying the difference between \$365,000.00 and the total credits BRONCO has received at the time of purchase.

5. **RELATIONSHIP OF PARTIES:** Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or cause either party to be responsible in any way for the acts, debts or obligations of the other party.

6. **SEVERABILITY:** If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

7. **APPLICABLE LAW:** The laws of the State of Arkansas shall govern the validity, performance and enforcement of this Contract.

8. **WAIVER:** The waiver by a party of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained. No covenant, term, agreement or condition of this Contract shall be deemed to have been waived by a party, unless such waiver be in writing by such party.

condition of this Contract shall be deemed to have been waived by a party, unless such waiver be in writing by such party.

9. **MERGER:** This Contract, when executed by the parties hereto, shall contain the entire understanding and agreement between the parties, with respect to the matters referred to herein, and shall supersede all prior agreements, representations, discussions and understandings with respect to such matters.

10. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one counterpart.

11. **AUTHORITY:** Each individual signing this Contract in a representative capacity acknowledges and represents that he or she is duly authorized to execute this Contract in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

WITNESS the hands and Seals of the parties on the date first hereinabove written.

MISSISSIPPI COUNTY, ARKANSAS

By:



John Nelson, County Judge

BRONCO INDUSTRIAL SERVICES, LLC

By:



Jerome Perque

MISSISSIPPI COUNTY QUORUM COURT
ORDINANCE NO. O-2023-_____

**"AN ORDINANCE AMENDING THE POLICYBOOK REGARDING TRAVEL
REIMBURSEMENTS"**

WHEREAS, the Quorum Court of Mississippi County has found and determined that policy regarding travel reimbursements are in need of amendment; and

WHEREAS, the specific amendments that are to be made are as follows:

Meals shall be reimbursed at \$75.00 per diem;

All reimbursement requests must be documented by receipts and dated agenda;

Lodging shall be reimbursed at a rate of \$200 per night for In-State and at a rate of \$450.00 per night for out-of-state;

I.

**THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF MISSISSIPPI COUNTY,
ARKANSAS THAT THE POLICYBOOK SHALL BE AMENDED AS FOLLOWS:**

"IV. RECORDS, FORMS, REPORTS

...

C. Travel Expense forms shall be submitted to Accounts Payable at the end of each month by County Officers and employees using personal vehicles and/or funds for County business. Reimbursement for mileage shall be at the same rate approved by the State of Arkansas for state employees. Maximum reimbursement for meals shall be \$75.00 per diem.

Reimbursement for meals and lodging will be compensated when the official or employee must be out of the County overnight on official County business. In-state lodging shall be reimbursed at a rate of no more than \$200.00 per night. Out-of-state lodging shall be reimbursed at a rate of no more than \$450.00 per night. All reimbursement requests must be documented by receipts and dated agenda submitted to Accounts Payable. All travel and other expenses for which reimbursement is requested must be approved by the elected official.

II.

All other articles of the policy book shall remain in the same form as originally approved.

DATE: _____

APPROVED:

JOHN ALAN NELSON, COUNTY JUDGE

ATTEST:

JANICE CURRIE, COUNTY CLERK & SECRETARY

1
2
3
4
MISSISSIPPI COUNTY QUORUM COURT
ORDINANCE NO. O-2023-_____

5
6
7
8
AN ORDINANCE TO BE ENTITLED: "FEDERAL ASSET FORFEITURE FUND"

9
10
11
12
WHEREAS, the Mississippi County Sheriff's Department shall be receiving certain funds from a
Federal asset forfeiture proceeding; and

13
14
15
16
WHEREAS, per §5-64-505(i)(4), this money shall be deposited and maintained in a separate
account; and

17
18
19
20
WHEREAS, no other moneys shall be maintained in this account except for any interest
generated by the account; and

21
22
23
WHEREAS, the money within this account is subject to Arkansas Legislative Audit and shall
only be used for law enforcement and prosecutorial purposes consistent with governing Federal law

I.

THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF MISSISSIPPI
COUNTY, ARKANSAS THAT A NEW FUND TITLED "FEDERAL ASSET FORFEITURE
FUND", FUND # 3496, IS HEREBY ESTABLISHED.

DATE: _____

APPROVED:

JOHN ALAN NELSON, COUNTY JUDGE

ATTEST:

JANICE CURRIE, COUNTY CLERK & SECRETARY

**MISSISSIPPI COUNTY QUORUM COURT
ORDINANCE NO. O-2022-_____**

AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AMENDING O-2021-20"

WHEREAS, Ordinance No. O-21-20 amended certain sick leave policies so that employees did not have to use personal sick days during the COVID-19 pandemic; and

WHEREAS, the ordinance provided that it was in effect until rescission by the Quorum Court, who now elects to rescind this ordinance; and

WHEREAS, this ordinance shall expire on May 11, 2023; and

WHEREAS, this date is aligned with the date that the Biden Administration has chosen for the federal Public Health Emergency to expire.

THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF MISSISSIPPI COUNTY, ARKANSAS THAT ORDINANCE NO. O-21-20 SHALL BE RESCINDED ON MAY 11, 2023.

DATE: _____

APPROVED:

JOHN ALAN NELSON, COUNTY JUDGE

ATTEST:

JANICE CURRIE, COUNTY CLERK & SECRETARY

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE AUTHORIZING APPROPRIATIONS FOR
THE AVIATION REPAIR TECHNOLOGIES COMMITMENT

WHEREAS, Aviation Repair Technologies (hereinafter ART) is expanding and moving into heavy maintenance and teardown operations; and

WHEREAS, ART shall create 15-20 additional jobs as part of this expansion within three years time; and

WHEREAS, ART also wishes to make certain improvements to the property that they rent from the Blytheville-Gosnell Regional Airport Authority – specifically they wish to repair the hangar door, to upgrade the lighting, and fix some roof issues; and

WHEREAS, in exchange for these jobs and for these repairs, the County shall pay \$150,000.00 for those improvements; and

WHEREAS, this money shall be paid up front by the County but shall be owed back if the job creation obligation are not met; and

WHEREAS, the BGRRA shall manage the repairs and expenses that are associated with this appropriation as they hold title to the property to be repaired; and

WHEREAS, the Finance Committee has reviewed and approved these appropriations.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
3414.0183.3999	ART Commitment – Property Repairs	\$150,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5 III.
6

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17 _____
18 JOHN ALAN NELSON, COUNTY JUDGE
19
20

21 ATTEST:
22
23

24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

**AN ORDINANCE AUTHORIZING APPROPRIATIONS FOR
THE REPAIRS OF COUNTY MACHINERY**

WHEREAS, there is a need to repair a D6 Bulldozer that is expected to cost \$109,000 and a 963 front loader that is expected to cost \$40,000; and

WHEREAS, the front loader is leased property and the machinery must be repaired for the lease expires in July; and

WHEREAS, there will need to be \$120,000.00 appropriated to this line in order to cover these repairs; and

WHEREAS, the Finance Committee has reviewed and approved these appropriations.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
3009.0700.2032	repair/maint mach/equipment	\$120,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5 III.
6

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17 _____
18 JOHN ALAN NELSON, COUNTY JUDGE
19
20

21 ATTEST:
22
23

24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

MISSISSIPPI COUNTY QUORUM COURT
APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE ZEROING OUT ALL FUNDS IN
THE CHIME COMMITMENT

WHEREAS, the County wishes to zero out all funds appropriated to the Chime Commitment; and

WHEREAS, a total of \$1,465,666.46 was appropriated to this end; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT#	DESCRIPTION	AMOUNT
3414.0174.3999	Chime Solutions Commitment	(\$1,465,666.46)

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5 III.
6

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17 _____
18
19 JOHN ALAN NELSON, COUNTY JUDGE
20

21 ATTEST:
22
23

24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE BALANCING OUT THE COURTHOUSE CONSTRUCTION FUND

WHEREAS, there are some remaining funds in the Blytheville and Osceola Courthouse construction funds respectively, and

WHEREAS, the court would like for the Blytheville construction fund to have \$320,000.00 to finish out the year and to move the rest to the Osceola Construction fund; and

WHEREAS, these appropriations are being made with all expenses up to April 21, 2023 accounted for; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
4800.0108.4006	construction in progress	\$102,424.60
4801.0108.4006	construction in progress	\$199,543.22

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5 III.
6

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17 _____
18 JOHN ALAN NELSON, COUNTY JUDGE
19
20

21 ATTEST:
22
23

24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

MISSISSIPPI COUNTY QUORUM COURT
APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE AUTHORIZING/MODIFYING
APPROPRIATIONS FOR THE FY 2023 BUDGET

WHEREAS, certain county farmland was leveled and updated in 2022; and

WHEREAS, not all of the appropriated funds for this project were expended in the course of leveling and updating said land; and

WHEREAS, there now exists a need to install wells on this property and the court wishes to appropriate the remaining funds to this end; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
1000.0111.4008	Farmland Site Prep	\$128,879.53

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____

APPROVED:

14
15
16
17 _____
18 JOHN ALAN NELSON, COUNTY JUDGE
19
20

21 ATTEST:

22
23
24 _____
25 JANICE CURRIE, COUNTY CLERK
26 & SECRETARY
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE AUTHORIZING APPROPRIATIONS FOR
TRAVEL COSTS FOR JUVENILE OFFICE

WHEREAS, juvenile officers Daryl Turner and Richard High Jr. shall be attending a conference concerning gang activities by juveniles located in Chicago, IL in the summer of 2023 per the request of the Honorable Mary Broadaway; and

WHEREAS, the County wishes to cover the travel costs for the juvenile officers; and

WHEREAS, the Finance Committee has reviewed and approved these appropriations.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
1000.0415.3030	Travel	\$4,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17 _____
18
19 JOHN ALAN NELSON, COUNTY JUDGE
20

21 ATTEST:
22
23

24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

AN ORDINANCE AUTHORIZING APPROPRIATIONS IN ORDER TO
FUND THE HEALTH DEPARTMENT RENOVATION PROJECT

WHEREAS, certain functions of the government of Mississippi County, Arkansas are in need of funding, including the renovation of the county health departments located in Blytheville and Osceola; and

WHEREAS, the contract for these renovations was awarded to Olympus Construction;
and

WHEREAS, the project shall take eight months and the total cost to the county shall be 1.2 million dollars that will come from the county's ARP funds; and

WHEREAS, the project shall begin on April 24, 2023 and construction will commence at the Osceola location; and

WHEREAS, while under construction, the health departments shall be moved to the corresponding community's hospital so that they can continue services; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
1006.0300.4006	construction in progress	\$1,200,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____

APPROVED:

14
15
16
17 _____
18
19 JOHN ALAN NELSON, COUNTY JUDGE
20

21 ATTEST:

22
23
24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

**AN ORDINANCE AUTHORIZING APPROPRIATIONS FOR
THE JIT HYDRAULIC COMMITMENT**

WHEREAS, the County wishes to appropriate certain funds to the JIT Hydraulic commitment; and

WHEREAS, JIT Hydraulic has agreed to create 25-30 jobs and shall only hire Mississippi County residents for these positions; and

WHEREAS, in return, the County shall provide JIT with \$250,000 in order to assist JIT with the purchase of certain equipment; and

WHEREAS, this money shall be furnished to JIT upon the County receiving receipts of expenses paid in an amount of at least \$250,000.00 and the County shall carry a lien on the purchased equipment until the contractual obligations are met; and

WHEREAS, the Finance Committee has reviewed and approved these appropriations.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
3414.0182.3999	JIT Hydraulic Commitment	\$250,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17
18
19
20

JOHN ALAN NELSON, COUNTY JUDGE

21 ATTEST:
22
23
24
25

26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

**AN ORDINANCE AUTHORIZING APPROPRIATIONS
TO PURCHASE 309 N 2nd STREET**

WHEREAS, the County wishes to purchase the property located at 309 N 2nd Street in Blytheville, Arkansas; and

WHEREAS, the property to be purchased is adjacent to the Blytheville Courthouse and shall be used as storage for such; and

WHEREAS, the building is presently owned by the Humane Society who has agreed to sell the building for \$340,000.00; and

WHEREAS, this acquisition shall be made with ARP Funds; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
1006.0108.4002	Building Acquisition	\$340,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____

APPROVED:

14
15
16
17
18 _____
19 JOHN ALAN NELSON, COUNTY JUDGE
20

21 ATTEST:

22
23
24 _____
25
26 JANICE CURRIE, COUNTY CLERK
27 & SECRETARY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

MISSISSIPPI COUNTY QUORUM COURT

APPROPRIATION ORDINANCE NO. O-2023-_____

**AN ORDINANCE AUTHORIZING APPROPRIATIONS IN
ORDER TO MOVE CERTAIN UTILITIES**

WHEREAS, certain utilities are needing to be moved as part of the Halfmoon Bridge Project; and

WHEREAS, some of these utilities are reimbursable at the expense of the county; and

WHEREAS, the FY 2023 budget for moving utilities does not include enough funds to cover the project; and

WHEREAS, the court wishes to appropriate extra funds to this end; and

WHEREAS, the Finance Committee has reviewed and approved these adjustments.

NOW, THEREFORE, be it enacted by the Quorum Court of Mississippi County, Arkansas, that:

I.

The following appropriations/modifications are hereby made for the FY 2023 budget:

SLOT/ACCOUNT #	DESCRIPTION	AMOUNT
2000.0200.3065	relocate utilities	\$70,000.00

II.

All appropriations previously authorized, approved, and made as to all other offices, departments, and agencies of county government, and all other funds not hereinabove changed, are to remain as previously appropriated. Detailed provisions of said appropriations are reflected in the schedule of specific items listed by account numbers within the category for each office and filed in the Office of the County Court Clerk.

5
6 III.

7 This Ordinance, being an appropriation ordinance, shall be in full force and effect
8 immediately from and after its passage and approval by the County Judge.
9

10
11
12
13 DATE: _____
14

APPROVED:

15
16
17
18
19
20
21
22
23
24
25
26
27

JOHN ALAN NELSON, COUNTY JUDGE

ATTEST:

JANICE CURRIE, COUNTY CLERK
& SECRETARY