

**TITLE 2**

**CLASSIFICATION, ADMINISTRATION AND PERSONNEL**

Chapters:

- 2.04 City Classification
- 2.08 City and Ward Boundaries
- 2.12 City Council
- 2.16 Clerk/Treasurer
- 2.20 District Court
- 2.24 City Attorney
- 2.28 Fire Department
- 2.32 Police Department
- 2.36 Social Security Coverage
- 2.40 Oaklawn Cemetery
- 2.44 Airport Commission
- 2.48 Unclaimed Property
- 2.52 Civil Service Commission
- 2.56 Independent Candidates
- 2.60 Controlled Substances and Alcohol Testing
- 2.64 Interlocal Cooperative Agreement
- 2.68 Public Facilities Board

**CHAPTER 2.04**

**CITY CLASSIFICATION**

Sections:

- 2.04.01 Operation as first class city

2.04.0 Operation as first class city. The city shall operate as a city of the first class under the laws of the state of Arkansas.

STATE LAW REFERENCE For statutory provisions classifying municipal corporations, See A.C.A. 14-37-103.

**CHAPTER 2.08**

**CITY AND WARD BOUNDARIES**

Sections

2.08.01 Map of city

2.08.01 Map of city. That the city of Batesville shall be divided into four (4) wards. That said wards shall be designated respectively as Ward 1, Ward 2, Ward 3 and Ward 4. The respective wards shall consist of the areas designated, set forth and described on the official ward map of the city, a copy of which is attached hereto, marked EXHIBIT "A" and made a part hereof as though fully set out herein word for word, paragraph for paragraph, boundary for boundary; said map to be filed and maintained in the office of the City Clerk for the city of Batesville. (Ord. No. 84-3-2, Sec. 1)

The City Council upon accepting any unincorporated lands into the city of Batesville, shall at the same time designate which ward the newly added property will become a part of, taking into consideration natural boundaries and logical extensions of existing wards, equalization of population, actual or potential growth patterns of all wards, and other matters relevant to that decision; one placed within a ward, the City Clerk shall then take the necessary and appropriate steps to include said area within the designated ward on the official map. (Ord. No. 84-3-2, Sec. 2)

**CHAPTER 2.12**

**CITY COUNCIL**

Sections:

- 2.12.01 Scheduled meetings
- 2.12.02 Special meetings
- 2.12.03 Notification of meetings
- 2.12.04 Order of business
- 2.12.05 Minutes
- 2.12.06 Procedural rules
- 2.12.07 Disturbing a meeting
- 2.12.08 New rules

2.12.01 Scheduled meetings The Batesville City Council shall meet at 5:30 p.m. at the Batesville Municipal Building on the second and fourth Tuesday of each month for its regular scheduled meetings. (Ord. No. 07-1-1, Sec. 1.)

2.12.02 Special meetings Special meetings of the City Council of the city of Batesville, Arkansas, may be held upon the call of the Mayor, whenever in his opinion it shall be necessary, or by three (3) members of the Council by giving notice in writing which notice shall be served personally or through the mail to all members of the Council, which notice shall state the time of the meeting and purpose thereof. (Ord. No. 07-1-1, Sec. 2.)

2.12.03 Notification of meetings All meetings of the City Council of the city of Batesville, Arkansas, shall be public meetings. Notice of the time, place and date of all special meetings shall be given to representatives of the newspapers and radio stations located in Batesville, Arkansas, which have requested to be notified at least two (2) hours before the special meetings takes place. (Ord. No. 07-1-1, Sec. 3.)

2.12.04 Order of business. At all meetings of the Council the following shall be the order of business unless the Council by a majority vote shall order otherwise:

1. Call to order
  2. Invocation
  3. Roll call by City Clerk
  4. Approval of minutes
  5. Approval of agenda
  6. Comments from citizens
  7. Unfinished business
  8. New business
  9. Mayor comments
  10. Liason reports
  11. Council comments (by roll call)
  12. Adjournment
- (Ord. No. 07-1-1, Sec. 4.)

2.12.05 Minutes The City Clerk shall keep a journal of its proceedings in the manner as other legislative bodies. The yeas and nays shall be taken and entered upon the journal on any by-law, motion, ordinance or resolution. (Ord. No. 07-1-1, Sec. 5.)

2.12.06 Procedural rules

- A. All proposed ordinances or resolutions may be offered to the City Council by one of its members or Mayor.

- B. The Batesville City Council may, by a two-thirds vote of the Council, waive the readings of a proposed ordinance in its entirety, provided, however, that the proposed ordinance be fully and distinctly explained.
- C. That the City Council shall not pass or consider at the next regular meeting any resolution, ordinance, petition, contract, lease, appointment or any other matters, filed with the City Clerk after 12:00 noon, on Tuesday, preceding the meeting. This provision may be waived by a two-thirds vote of the entire Council.
- D. Items placed on an agenda shall be considered in the order in which they are placed on the agenda unless two-thirds of the City Council present shall vote to consider an item elsewhere.
- E. Parliamentary procedure provides for a more efficient and effective procedure for a City Council and has long been accepted as a standard authority for municipalities in conducting Council meetings and shall be used as provided in the *Arkansas Municipal League Procedural Rules* booklet.
- F. A citizen wishing to address the City Council on a particular issue either under order of business No. 6, comments from citizens, order No. 7, unfinished business, or under order No. 8, new business, shall have the right to do so not to exceed three (3) minutes in length. The Chairman shall recognize any citizen wishing to address the Council pursuant to this section. The City Clerk shall keep the citizen's time and shall notify the Chairman when the citizen's time has expired. (Ord. No. 07-1-1, Sec. 6.)

2.12.07 Disturbing a meeting Any person who shall disrupt or interfere with a meeting of the Council or creates a disturbance in such meeting may be charged with such offense, and if convicted, shall be punished in accordance with the laws of the state. (Ord. No. 07-1-1, Sec. 7.)

2.12.08 New rules The City Council may at any regular or special meeting, revise or modify these rules or adopt new rules by a majority vote of the full Council. (Ord. No. 07-1-1, Sec. 8.)

**CHAPTER 2.16**

**CLERK/TREASURER**

Sections:

- 2.16.01 Office created and duties of
- 2.16.02 Bond

2.16.01 Office created and duties of The office of Clerk/Treasurer is hereby created. The duties of this office shall be such as are fixed by the laws of the state and ordinances of the city for City Clerks and City Treasurers. The Clerk/Treasurer is directed to pay each January the annual service charge of the Arkansas Municipal League from the general fund of the city.

2.16.02 Bond The Clerk/Treasurer of Batesville, Arkansas shall serve for the remainder of the current term of office, and hereafter upon entering each official term of office, provide a bond in the sum as prescribed by the City Council conditioned on due and faithful performance of all duties of said office and the proper accounting for all funds which may come into his hands.

STATE LAW REFERENCE-For statutory provisions pertaining to City Clerk and Treasurer, see Ark. Stats. 19-1015 - 19-1018, 19-1031, 19-1032

**CHAPTER 2.20**

**DISTRICT COURTS**

Sections:

- 2.20.01 District Court created
- 2.20.02 Jurisdiction of the court
- 2.20.03 Term, qualifications, and salary
- 2.20.04 Creation of District Court Clerk
- 2.20.05 Duties, salary and required bond
- 2.20.06 Account for salary and cost
- 2.20.07 Salary and excess funds
- 2.20.08 Criminal Justice Fund
- 2.20.09 Additional fines

2.20.01 District court created. Pursuant to the authority and directions of Ark. Stats. 22-701 and amendatory acts thereof, there is hereby created and established in and for the city a District Court which shall be and is hereby styled the "District Court of Batesville, Arkansas" and which shall be a court of record, having a seal as provided by law. (Ord. No. 593, Sec. 1)

2.20.02 Jurisdiction of the court. Said District Court shall have and exercise such, and all, jurisdiction now conferred upon such courts, or which may be hereafter conferred, by the laws of the state, and more particularly by Ark. Stats. 22-702. (Ord. No. 592, Sec. 2)

2.20.03 Term, qualifications, and salary. Said District Court shall be held and presided over by one (1) District Judge whose term of office and qualifications shall be those prescribed for such a judge by the laws of the state of Arkansas (Ark. Stats. 22-704). He shall receive as compensation for his services as judge that which is prescribed by the laws of the state of Arkansas (Ark. Stats. 22-704). (Ord. No. 593, Sec. 3)

2.20.04 Creation of District Court Clerk. The office of District Court Clerk is hereby created in the city which office shall be filled by some adult person who will be appointed by, and serve at the will and pleasure of, the duly elected District Judge of the city. (Ord. 735, Sec. 2)

2.20.05 Duties, salary, and required bond. The person appointed under the provisions of the above ordinance shall perform all the duties incident to the office as the same are defined by the court and shall receive an annual salary therefore as prescribed by the City Council, payable exclusively out of the fund or account hereinafter set forth. Said District Court Clerk shall, for the duration of his appointment, execute and provide a bond, conditioned on due and faithful performance of all duties of said office and the proper accounting of all funds that may come into his or her hands. Said bond will be as prescribed by the City Council with the surety thereon to be a corporate bonding company duly authorized to do business in the state of Arkansas and the annual premium on said bond shall be payable out of the moneys contained in the fund or account hereinafter set forth. (Ord. No. 735, Sec. 3)

2.20.06 Account for salary and cost. District Court Clerk fees shall be allowed and taxed as costs by the District Court of the city as is now provided or may hereafter be provided by the statutes of the state of Arkansas, and all such fees and costs shall, by the District Court Clerk, be promptly deposited into a specially designated account to be known as the District Court Clerk salary and cost account. (Ord. No. 735, Sec. 4)

2.20.07 Salary and excess funds. The salary of the District Court Clerk shall be paid on monthly installments on warrants drawn on the city treasury out of said District Court Clerk salary and cost account, which warrants shall be signed by the District Court Clerk and countersigned by the Mayor of the city and if the funds in such account are insufficient to pay in full the compensation and salary provided by this ordinance, then and in such event, the salary of

said District Court Clerk shall be reduced ratably and in like proportion to the amount of funds in said account. Any funds remaining in said account in excess of Two Hundred (\$200.00) Dollars, which is hereby fined as a cushion, at the end of each fiscal year shall be paid over and transferred by warrants drawn upon the city treasury in the manner detailed above for distribution in the following manner: one-half (½ ) to the general fund of the city and one-half (½) to the general fund of Independence County, Arkansas. (Ord. No. 735, Sec. 5)

#### 2.20.08 Criminal Justice Fund

- A. An additional Five Dollars (\$5.00) is hereby levied and shall be collected by the Batesville District Court as court costs from each defendant upon a plea of guilty, nolo contendere, forfeiture of bond or determination of guilt for all misdemeanors and traffic offenses brought before said court. (Ord. No. 83-7-3, Sec. 1)
- B. The City Clerk is hereby authorized and directed to establish a fund to be known as the "Criminal Justice Fund" and all monies collected by the levy of the additional court costs shall be deposited to the credit of said Criminal Justice Fund. (Ord. No. 966, Sec. 2)
- C. All monies deposited in said fund shall be for the sole and exclusive purpose of paying expenses incurred by incarcerating city prisoners in the County Jail. (Ord. No. 966, Sec. 3)

#### 2.20.09 Additional fines

- A. Pursuant to Act 209 of 2009 of the General Assembly of the state of Arkansas, an additional fine of Twenty Dollars (\$20.00) shall be levied and collected from each defendant who pleads guilty or nolo contendere to, is found guilty of , or forfeits bond of any misdemeanor or traffic violation in the Independent Court within Batesville, Arkansas.
- B. The additional fine by the city under this ordinance shall be deposited into a special fund within the City Treasury, and the revenues generated by the additional fine shall be used exclusively to help defray the cost of incarcerating city prisoners.
- C. The additional fine authorized by this ordinance shall apply to each charge, count, violation, or offense that a defendant pleads guilty or nolo contendere to, is found guilty of, or forfeits bond, for, including each misdemeanor or traffic violation. (Ord. No. 2009-12-4, Secs. 1-3.)

## **CHAPTER 2.24**

### **CITY ATTORNEY**

#### **Sections:**

- 2.24.01 Election
- 2.24.02 Duties

2.24.01 Election The electors of the city of Batesville shall on Tuesday following the first Monday in November in the year 1974, elect one (1) City Attorney, who shall serve for a period of four (4) years beginning January 1, 1975.

2.24.02 Duties The City Attorney shall perform the following duties: he shall act as the legal advisor to the Mayor, members of the City Council, and prepare ordinances, resolutions, contracts and all other legal documents for the city; the Police and Fire Departments, the Civil Service Commission, the City Clerk/Treasurer and the City Collector; he shall prosecute violations of city ordinances in the District Court, the Circuit Court and the Supreme Court of Arkansas; he shall advise and represent the Board of Health and the City Health Officer; and he shall perform all other and further legal duties, except as provided in Paragraph No. 2 of this Section.

The City Attorney shall not be required, nor shall it be a part of his duties, to represent the sewer committee; nor any duties in connection with any bond issue, whether revenue or ad valorem, or any municipal improvement district.

## **CHAPTER 2.28**

### **FIRE DEPARTMENT**

#### **Sections:**

- 2.28.01 Officers and personnel
- 2.28.02 Authority of chief
- 2.28.03 Care of equipment
- 2.28.04 Authority to make arrests
- 2.28.05 Fines appropriated to fire department
- 2.28.06 Election of subordinate officers
- 2.28.07 Authority in absence of chief
- 2.28.08 Appointment of fire warden - duties
- 2.28.09 Authority to suspend and discharge
- 2.28.10 Driving over fire hose forbidden
- 2.28.11 Approach of spectators during fire
- 2.28.12 Penalty
- 2.28.13 Stoppage of traffic during fire
- 2.28.14 Passing fire truck forbidden
- 2.28.15 Penalty
- 2.28.16 Outside fire service



- 2.28.17 Cost; outside fire service
- 2.28.18 Mutual aid agreements
- 2.28.19 Payment of sums collected

2.28.01 Officers and personnel The Fire Department of the city of Batesville shall consist of one (1) Chief, one (1) assistant chief, and one (1) captain from each of the wards of said city, and able-bodied men, between the ages of 18 and 55 years, in addition to the chief and his assistant. The members of said company may adopt such constitution and by-laws and regulations for their government, subject to the ordinances of the city, and elect such officers, as they may deem best calculated to accomplish the objects herein contemplated. (Sec. 108, Reeder's Digest)

2.28.02 Authority of chief The Chief, shall, in all cases of fire, have the sole and exclusive control over the members of said fire company, and shall at all times have charge and control of the hose, engines, reels, together with all apparatus belonging to the fire department. (Sec. 109, Reeder's Digest)

2.28.03 Care of equipment It shall be the duty of the Chief, or the assistant, in his absence, to see that all fire apparatus is properly taken care of, and in case of fire, that all and every part of such apparatus is returned to its proper place, and that the necessary care to preserve and protect the same be taken. In addition to the above it shall be the duty of the Chief, or his assistant, to report to the city council at their first meeting in January, April, July and October of each year, the condition of all property whatsoever belonging to the Fire Department, and also to recommend such additions and alterations, and improvements as he deems the service requires. (Sec. 110, Reeder's Digest)

2.28.04 Authority to make arrests The Fire Chief, assistant fire chief, and four (4) captains and two (2) fire marshals are hereby constituted and appointed ex officio policemen with the same powers and authority as the city police for and during the existence of any fire and when the fire alarm is sounded and for the purpose of making collections of fines or enforcing the penalties prescribed by the courts in all cases of arrests by them and conviction by the court. (Sec. 112, Reeder's Digest as amended by Ord. No. 513)

2.28.05 Fines appropriated to fire department In all cases of arrest and conviction as authorized in Section 2.28.04, all fines and costs (except the costs incident to trials) shall be appropriated to and placed in the fire department fund of the city of Batesville, and shall be used for the purpose of purchasing new hose and equipment for the use of the fire department. (Sec. 112, Reeder's Digest as amended by Ord. No. 513)

2.28.06 Election of subordinate officers The officers of said fire company other than the chief and assistant chief, shall be elected by the members of said company annually, and it shall be the duty of the chief to serve a written notice of their organization and election,

together with a roll of said company, on the Mayor and Clerk/Treasurer, within forty-eight (48) hours after such election. (Sec. 111, Reeder's Digest)

2.28.07 Authority in absence of chief Succession of authority in cases of absence shall be as follows: first, to the assistant chief, then to the four (4) in the order of their election. Also, that any failure or refusal to comply with the requirements of these provisions on the part of any officer or member of said company shall be sufficient reason for removal or dismissal. (Sec. 113, Reeder's Digest)

2.28.08 Appointment of fire warden - duties The City Council shall appoint a fire warden at the first regular meeting after the regular biennial election for the city officers, or at any subsequent meeting, who shall serve for the term of two (2) years, and it shall be the duty of such warden to inspect all flues, chimneys, stoves, fire escapes and buildings wherever he may be called upon to do so, and report same to the city council as condemned or approved. (Sec. 115, Reeder's Digest)

2.28.09 Authority to suspend and discharge The City Council shall at all times have supervisory control of the officers, members and employees of the Fire Department and of all the property belonging to it, and through its fire committee, for cause such as drunkenness, neglect of duty or incapacity to discharge the duties incumbent upon the position in which he is acting, may suspend any employee. (Sec. 116, Reeder's Digest)

2.28.10 Driving over fire hose forbidden It shall be unlawful for any person or persons to ride or drive any horse, vehicle, engine or car over any of the city hose at any point when the same is laid, either in case of fire, drill practice or otherwise. (Sec. 118, Reeder's Digest)

2.28.11 Approach of spectators during fire. It shall be unlawful for any person or persons to ride or drive any horse, vehicle, engine or car within one hundred and fifty (150) feet of any fire after the hose is laid. (Sec. 119, Reeder's Digest)

2.28.12 Penalty Any person violating Sections 2.28.01 to 2.28.12 shall upon conviction be fined in any sum not to exceed the sum of Twenty-five (\$25.00) Dollars. (Sec. 120, Reeder's Digest)

2.28.13 Stoppage of traffic during fire In every case when the fire alarm is sounded, or when the fire truck, or other fire apparatus is proceeding to a fire, all automobiles, cars, trucks,

buggies, wagons, and other vehicles which may then be upon any of the public streets of the city of Batesville shall immediately draw in to the edge of the street or curb on the right, and remain standing until said fire truck or other fire apparatus shall have passed or until the driver or occupants of same shall have ascertained that said truck, or other fire apparatus will not pass along said street. Provided, that such automobiles, cars and other vehicles shall not stop in a street crossing or so near a crossing as to interfere with or in any way obstruct said fire truck, or other apparatus in turning at such cross street. (Sec. 121, Reeder's Digest)

2.28.14 Passing fire truck forbidden No automobile, car, truck, bicycle or other vehicle of any kind shall pass or attempt to pass the fire truck or other fire apparatus in either direction when proceeding to a fire; nor shall any vehicle obstruct or in any manner interfere with, hinder or delay said fire truck or other fire apparatus, when responding to a fire alarm. (Sec. 121, Reeder's Digest)

2.28.15 Penalty Any person who shall be guilty of a violation of Sections 2.28.14 and 2.28.15 shall be fined in any sum not less than one (\$1.00) Dollar, nor more than Twenty-five (\$25.00) Dollars for each offense. (Sec. 123, Reeder's Digest)

2.28.16 Outside fire service The Mayor or Fire Chief are authorized, in their discretion, to aid in the extinguishing of fires in another municipality, public institution, corporation or other properties within a reasonable distance from the city of Batesville, or on property immediately adjacent to said city in which there is a possibility of fire spreading within its corporate limits, under the following conditions:

- A. A request from a city or incorporated town for assistance must come only from the Mayor, Fire Chief or such other person as may be designated by mutual agreement;
- B. Call may be responded to only by such apparatus which in the judgment of the Mayor or Fire Chief can be safely sent without unduly impairing the fire protection within the city, and when highways and weather conditions are favorable;
- C. The city, incorporated town, public institution, corporation, or individual requesting assistance must pay the charge for apparatus and service hereinafter provided unless there exists a mutual aid agreement;
- D. The city, incorporated town, public institution, corporation, or individual must compensate the city of Batesville, Arkansas, for any loss or damage to such apparatus while answering such call, and be responsible to the members of the Fire Department of the city of Batesville for any injuries suffered or incurred by them while responding to such calls and while working at such fire. Duty to indemnify or pay shall be performed within fifteen (15) days after demand. (Ord. No. 632, Sec. 2)

2.28.17 Cost; outside fire service Unless there exists a mutual aid agreement, every municipality, public institution, corporation, or individual requesting and receiving such service of the fire department of the city of Batesville, Arkansas, shall pay for such service and the use of apparatus as follows:

- A. For each fire driver a sum representing \$3.00 per hour or part thereof from time apparatus leaves the fire house until it returns thereto, and as to each fireman helping at such fire, a sum representing \$3.00 per hour or part thereof from the time he reports to fire chief until he returns and his service ends;
- B. For use of fire fighting apparatus, to-wit, any fire truck. . . . \$100.00. Said fees shall be payable to the clerk/treasurer within fifteen (15) days after demand. (Ord. No. 632, Sec. 3)

2.28.18 Mutual aid agreements The Mayor, Clerk/Treasurer, and Chief of the Fire Department of Batesville are hereby authorized to enter into mutual aid agreements with other municipalities for the rendering of fire fighting services, subject to the following conditions:

- A. That the municipality with whom such mutual aid agreement is entered into shall agree to indemnify the city of Batesville against any and all loss, cost and damage which it may suffer or sustain by reason of damage to any apparatus arising from any cause whatsoever while such apparatus is going to or from the scene of the fire or while at such scene. Duty to indemnify shall be performed within fifteen (15) days after demand;
- B. As to each fire truck driver injured while driving to or from the fire, or while at the scene of the fire, and as to each fireman en route or helping at the fire, the municipality entering into such mutual aid agreement shall pay within fifteen (15) days after demand by and to the city of Batesville, Arkansas, a sum sufficient to cover the medical and hospital expenses of such injured driver or fireman, for the use and benefit of such injured party. (Ord. No. 632, Sec. 4)

2.28.19 Payment of sums collected All sums collected under the terms of paragraph (a), Section 2.28.18 of this ordinance shall be paid to the respective fire truck drivers and firemen as to whom such collections were made, and in proportion to the amount of time applicable to each of them respectively. (Ord. No. 632, Sec. 5)



## **CHAPTER 2.32**

### **POLICE DEPARTMENT**

**Sections:**

2.32.01 Law enforcement agreement

2.32.01 Law enforcement agreement That the City Council of the city of Batesville, Arkansas, hereby authorizes and directs the Mayor and City Clerk of the city of Batesville, Arkansas, to execute and implement an Interlocal Agreement by and between the County of Independence, Arkansas, and city of Batesville, Arkansas, wherein, in consideration of mutual obligation and benefits, the Sheriff of Independence County, Arkansas, shall establish a Metropolitan Branch of Independence County Sheriff's Department to patrol and provide law enforcement protection to the citizens of the city of Batesville and replace the Batesville Police Force. That a copy of said agreement is attached hereto and made a part hereof as though set out herein word for word. (Ord. No. 970, Sec. 1)

### **INTERLOCAL AGREEMENT**

THIS AGREEMENT, is made to pursuant to Act 742, Chapter 5, Section 90 of the 1977 Acts of Arkansas, by and between the county of Independence, Arkansas, (hereinafter referred to as the County), and the city of Batesville, Arkansas, (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, the County and the City recognize their respective obligations to provide for the protection of the persons and property of their citizens; and

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

WHEREAS, the County and the City desire to maximize revenues and the benefits the citizens derive therefrom, and to comply with the mandate of Amendment 10 of of the Constitution for the State of Arkansas; and

WHEREAS, the County and the City are presently providing for separate law enforcement facilities which require duplication of revenue expenditures and duplication of of law enforcement personnel; and

WHEREAS, there is a need to provide increased law enforcement services for the County and the City, such as a criminal investigation division for processing of felony violations, and for a coordinated fire dispatching service for the citizens of the County and the City; and

WHEREAS, the County and the City are presently experiencing reduced law enforcement personnel due to the restriction of revenues and the curtailment of certain Federally funded programs, causing each party increased concern for the protection of their citizens, and for the health, safety and welfare of their people; and

WHEREAS, the County and the City are desirous of entering into an Interlocal Agreement whereby the City would provide revenues presently used for maintenance of a Police Department to the County, which would, in turn, use such revenues for the maintenance of a Metropolitan Branch of the Sheriff's Office of said County, and for elimination of the duplication of finances and personnel between the County and the City; and

WHEREAS, by entering into such Interlocal Agreement, the City and the County would thereby be able to provide increased and better coordinated law enforcement for their citizens, and effectuate a savings of revenue, thereby allowing the County and the City to comply with Amendment 10 of the Constitution of the State of Arkansas; and

WHEREAS, acting completely in good faith, with the purpose of effectuating a savings of County and City revenues, with the purpose of providing greater law enforcement protection for the citizens of the County and the City, and with the purpose of increasing the safety and welfare for all citizens affected hereby;

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

- A. For a period of twelve (12) months and one (1) day, the City and the County shall coordinate their efforts to provide for greater law enforcement protection, at a reduced revenue for their citizens through this Interlocal Agreement. At the expiration of said twelve (12) month and one (1) day period, either party may, by majority vote of its respective governing body, elect to modify this agreement and renew is as modified for an additional twelve (12) month and one (1) day period, or terminate this agreement. In order for this agreement to be modified, the governing bodies of both the City and the County must so indicate by a majority vote of their respective governing bodies. Prior to the expiration of the initial twelve (12) month and one (1) day period, if the parties shall desire to terminate this agreement, the party or parties so desiring to withdraw shall give the other party six (6) months written notification of their intent to withdraw. Failure of either party to act upon this agreement at the end of the twelve (12) month and one (1) day period shall be construed as ratification and renewal of this agreement as it so exists at that time. For a period within which this agreement shall exist, the governing bodies may amend said agreement as provided hereinafter in Paragraph M. In the event of the termination of this agreement the parties shall each receive their properties so combined hereby, whether leased, rented, purchased or borrowed.

- B. The Sheriff of Independence County, upon adoption of this agreement, shall cause to be deputized nine (9) duly qualified persons for the purpose of establishing and maintaining a Metropolitan Branch of said Sheriff's office. Said metropolitan Branch shall be used by the Sheriff to patrol and provide law enforcement protection to the citizens of the City, and shall replace the Batesville Police Force. The Sheriff, and his duly qualified deputies shall be responsible for enforcing the ordinances of the City, as well as the laws of the state of Arkansas.
- C. The City shall provide sufficient revenues to the County, on a monthly basis, whereby the salaries are funded for the personnel which shall compose and create the Metropolitan Branch of the Sheriff's office. Said salaries for the Metropolitan Branch shall be composed of three (3) positions in accordance with the County's current salary level for the position of upper level deputy sheriff and six (6) positions in accordance with the counties current salary level for the position of lower level deputy sheriff. In addition, the City shall cause to be paid to the County any other costs, which are connected with the personnel composing the Metropolitan Force, such as health insurance, pension funds, workman's compensation, etc. In addition, in the event that the County should become responsible for unemployment compensation to any of the personnel provided for in this agreement, then, in such event, the City agrees to indemnify the County for payment of such unemployment benefits.
- D. The City shall, upon approval of this agreement, lease to the County, and the County shall lease from the City, all City owned vehicles which were previously being used by the Batesville Police Department, for the sum of Ten Dollars (\$10.00) per year, per vehicle. Furthermore, the City, in return for the use of said vehicles being primarily for the Metropolitan Force, shall maintain all insurance costs as presently required by the City. In the event of damage to any vehicle so leased, which is in excess of any insurance coverage, or in the event that replacement of any vehicle so leased shall become necessary, the City shall provide all revenues necessary for the repair and maintenance so required.
- E. The City shall give the Sheriff and County employees, the right to obtain gasoline and motor vehicle products at the city yard. The County shall be responsible for all fuel charges associated with all county vehicles other than those leased to the County by the City, as set forth in Paragraph D above, for which the City shall be responsible for a monthly sum of up to Three Thousand Dollars (\$3,000.00) in fuel allowances. Should all of the leased vehicles have fuel charges in excess of Three Thousand Dollars (\$3,000.00), the County shall bear the costs of such excess. In addition, the City shall maintain and service all vehicles so leased.
- F. The City shall continue to maintain and be responsible for the servicing of all parking meters within the City limits, and shall be responsible for the personnel required for the servicing and maintenance necessary for said parking meters, and such personnel so provided shall not be a part of the Metropolitan Force.



- G. The City shall establish and bear the cost of establishing and maintaining a radio dispatching service, which shall provide radio communications for law enforcement and fire vehicles, both City and County wide. All costs associated with such service shall be born solely by the City. The City agrees to provide for the personnel necessary to maintain said dispatching service and all costs associated therewith, and said personnel so provided shall not be a part of the Metropolitan Force. The Sheriff may use all personnel presently maintained by his office as dispatch officers for any branch of his force he so desires.
- H. The City shall retain its present radio dispatch service in its present location and shall take all steps necessary to cause the radio equipment of the Sheriff to become combined and coordinated therewith. The remainder of the City facility previously used as the Batesville Police Department shall be leased from the City by the County for the annual rent of Ten Dollars (\$10.00), and shall be used by the Sheriff as he so determines, including the detention cells therein contained. The City and the County agree that no structural changes shall be made to said facility, and any modification as may become necessary must be approved by both of the parties to this agreement before such modifications shall be undertaken.
- I. The personnel as provided for by the City, which shall consist of the Metropolitan Force shall be under the direction, supervision, authority and control of the Sheriff of Independence County, Arkansas. The City shall, upon acceptance of this agreement, abolish its present Police Force and thereafter provide for the funds and ordinances necessary to accomplish this agreement. In a like manner, the County, upon acceptance of this agreement, shall take all steps necessary for the enactment and enforcement of this agreement. Each party agrees to act in the utmost good faith and to take all steps necessary for the enforcement of the provisions and agreements contained herein.
- J. The revenues as presently derived from District Court fines shall continue to be divided between the City and the County according to the location of the offense, and the City Attorney and the County Prosecutor shall continue to cause the offenses to be prosecuted in the same manner as was the case before this agreement. For example, should a misdemeanor citation be issued inside the corporate limits of the City, the City would retain the fines collected as a result thereof. The County in a like manner would retain all District Court fines which resulted from arrests or citations within the County, but outside of the City limits.
- K. The Sheriff is authorized to use any employees as the Sheriff deems necessary which are a part of the Metropolitan Force for the purpose of investigating alleged felony offenses of the Arkansas Criminal Code which may occur in either the County or the City. The Sheriff is authorized to use the other Metropolitan officers in any

manner he deems appropriate for providing law enforcement protection for the citizens of the County and the City, recognizing, however, that the primary use of said Metropolitan Force shall be for the protection of the residents of the City.

- L. There shall be a Board created by the City and the County for the purpose of effectuating this Agreement and coordinating the efforts necessary for carrying out this Agreement. This Board shall consist of the Sheriff of the County, the Mayor of the City, the County Judge, one member of the City Council of the city of Batesville appointed by the Mayor and approved by the City Council and one member of the Quorum Court of Independence County appointed by the County Judge and approved by the Quorum Court. The Board members from the Quorum Court and the City Council shall serve one (1) year terms. The sole purpose of this Board shall be to carry out the purposes of the Agreement and to coordinate the effort of the parties that may arise from time to time. This Board shall meet as the need arises but on at least a biannual basis, and shall thereafter report to the parties so represented as to the financial status and effectuation of this Agreement. The Board shall in no way be construed to be a Civil Service Commission or Grievance Committee and shall only serve for the effectuation and coordination of this Agreement. (Ord. No. 992, Sec. 1)
- M. This agreement may be amended at any time by the majority vote of both parties. The party desiring to amend this agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other party, whereupon said party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by a majority of both parties it will thereafter become a part and parcel of this agreement. Should either party fail to approve of a proposed amendment, it will have no force or effect.
- N. The various provisions and parts of this agreement are hereby declared to be severable and if any section or part of a section, provision or part of a provision herein, is deleted unconstitutional, inappropriate or invalid by any court of competent jurisdiction, such holding shall not invalidate or effect the remainder of this agreement.
- O. Be it therefore ordained by the Batesville City Council that the Interlocal Cooperative Agreement on Law Enforcement as amended June 9, 1997, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A: as if set out fully word for word, is hereby adopted as amended and shall govern the administration of law enforcement within Independence County, Arkansas. (Ord. No. 97-6-1.).

## **CHAPTER 2.36**

### **SOCIAL SECURITY COVERAGE**

#### **Sections:**

- 2.36.01 Contract
- 2.36.02 Withholding taxes from wages
- 2.36.03 Clerk/Treasurer to match amount withheld

2.36.01 Contract The Clerk/Treasurer is hereby authorized and directed to enter into a compact with the authorized state agency to extend social security coverage to the officers and employees of the city; except the employees of the fire department.

2.36.02 Withholding taxes from wages The Clerk/Treasurer is further authorized and directed to deduct and withhold social security taxes or payments from the wages and salaries of the officials and employees of the city; except no deductions shall be made from those officials and employees that are not covered by social security.

2.36.03 Clerk/treasurer to match amount withheld The Clerk/Treasurer is further authorized and directed to match the amount withheld from the officers and employees with an equal amount from the general fund of the city and remit the total and necessary amount to the authorized state agency, for further remittance to the Federal Social Security Administrator.

## **CHAPTER 2.40**

### **OAKLAWN CEMETERY**

#### **Sections:**

- 2.40.01 Hiring of caretaker
- 2.40.02 Duties of caretaker

2.40.01 Hiring of caretaker The City Council may in its judgment enter into a contract and agreement with any local charitable or benevolent association or organization for the management, maintenance, supervision and control of said Oaklawn Cemetery; but prior to so contracting, or subsequent to the termination of any such contract if and when made, said council shall employ a caretaker of and for said cemetery on a monthly basis at a monthly salary to be fixed by the council. (Ord. No. 573)

2.40.02 Duties of caretaker Said caretaker shall devote his full time and energies to said cemetery, and such salary shall constitute his entire remuneration for each, every and all service performed in said cemetery. It shall be the duty of said caretaker to sell lots, to keep and

supervise the keeping of proper records thereof, and to see that proper and accurate muniments of title pass thereto, to dig and supervise the digging of graves at the proper location and depth for such charges as may be fixed by the council; to solicit and make contracts with the individual owners of lots in said cemetery for any particular work, upkeep or attention thereto, and for the annual upkeep and maintenance thereof, at such schedule of charges as shall be fixed by the Council; to collect, and receipt therefor, all such sums as may be due for sales and services as aforesaid, and make due and prompt monthly remittances thereof to the clerk/treasurer; to file monthly reports with the council in such detail as may be required by said body; to devote his best efforts to the proper care, maintenance, upkeep, and general supervision of said cemetery; and to do and perform any and such other specific duties, in and on said premises, as may be from time to time ordered and directed by proper resolution of said Council. (Ord. No. 573)

## **CHAPTER 2.44**

### **AIRPORT COMMISSION**

**Sections:**

- |         |  |
|---------|--|
| 2.44.01 | Creation   |
| 2.44.02 | Method of appointment, terms of office                       |
| 2.44.03 | Powers and duties  |
| 2.44.04 | Removal  |
| 2.44.05 | Authority of board   |
| 2.44.06 | Use of revenues raised                                       |
| 2.44.07 | Additional powers  |
| 2.44.08 | Adoption of rules necessary to carry out the boards function |
| 2.44.09 | Record of revenues and expenditures                          |
| 2.44.10 | Meetings   |
| 2.44.11 | Election of chairman and vice-chairman                       |

**2.44.01 Creation** There is hereby created a Commission to be known as the Batesville Aviation Commission, to be composed of five (5). Of the five (5) members composing the Batesville Aviation Commission three (3) shall be residents and qualified electors of the city of Batesville, Arkansas. The other two members composing said Commission shall not be required to be residents or qualified electors of the municipality. (Ord. No. 2008-7-1, Sec. 1)

**2.44.02 Method of appointment, terms of office** Said Commissioners shall be appointed by the mayor and confirmed by a three fourths (3/4) vote of the duly elected and qualified members of the city council, and shall hold office for a term of five (5) years; provided, however, that the commissioners First appointed shall serve for terms of one (1), two (2), three (3), four (4) and five (5) years each, to be designated by the mayor, and thereafter upon the expiration of their respective terms, their successors shall be appointed for a term of five (5) years in the manner set forth above. (Ord. No. 733, Sec. 2)

2.44.03 Powers and duties The members of the Commission shall receive no compensation for their services but shall be entitled to reimbursement for all expenses reasonably incurred by them in the performance of their duties as members of the Commission. Each Commissioner shall take and file the oath required by law in the State of Arkansas. Further, no member of said Commission shall engage financially in any aeronautical enterprise other than minority ownership of stock of a certificated air carrier not operating on or from the Batesville Municipal Airport. Nor shall any member have any financial interest in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of said municipal airport. (Ord. No. 733, Sec. 3)

2.44.04 Removal Any Commissioner appointed by the provisions of this ordinance may be removed only by a three-fourths (3/4) vote of the duly elected and qualified members of the city council, and then only after holding a hearing on the question and giving ten (10) days notice of such to the particular Commission member involved. (Ord. No. 733, Sec. 4)

2.44.05 Authority of Board The Commission hereinafter appointed shall have full and complete authority to build, construct, manage, operate, improve, extend and maintain the Batesville Municipal Airport, its related properties and facilities; and shall have full and complete charge of said airport; its related properties and facilities, including the right to employ or remove any and all assistants and employees of whatever nature, kind or character, and to fix, regulate and pay their salaries. It being the intention of this ordinance to vest in said Commissioners unlimited authority to build, construct, operate, manage, maintain, improve and extend said municipally owned airport, its related properties and facilities, and to have full and complete charge thereof. The Commission is further empowered to represent the city of Batesville before any state or federal authority having jurisdiction over the operation of air transportation or public or private aircraft or airports. (Ord. No. 733, Sec. 5)

2.44.06 Use of revenues raised All revenues derived from the operation of such airport or flying fields or related property, after paying the operation expenses and maintenance, shall be set aside and used for additional improvements of such airport or for the retirement of any debt and interest incurred for the purchase and improvement of such airport or flying field. (Ord. No. 733, Sec. 6)

2.44.07 Additional powers The Commission shall, in addition to the above enumerated powers, have such other and further powers as are now by law given to the board of public affairs and the city council of any first class city, and they shall be governed by all existing statutes pertaining to the duties of boards of public affairs and City Councils of the first class cities. (Ord. No. 733, Sec. 7)

2.44.08 Adoption of rules necessary to carry out the Board's function The said Commissions shall adopt such rules and regulations as they may deem necessary and expedient for the proper operation and management of said municipal airport, its related properties and facilities and shall have authority to alter, change or amend such rules and regulations at their discretion. Insofar as they adjudge necessary for the safe operation of said airport said Commissioners shall comply or cause to be complied with all civil air regulations of the federal and state governments as to air worthiness of certification of aircraft and operation of aircraft; and they shall use the authority granted herein to protect all aerial approaches to said airport. (Ord. No. 733, Sec. 8)

2.44.09 Record of revenues and expenditures Said Commissioners shall keep a record of all revenues and expenditures of the airport, its related properties and facilities, showing the source thereof, and all disbursements of every kind, showing date, amount, number and purpose of each voucher, to whom issued and the date cancelled, if cancelled. And it shall be their duty to prepare and file an annual verified audit of the financial affairs and conditions of said airport, its related properties and facilities. Said annual audit shall be filed in the office of the Clerk/Treasurer not later than the 1<sup>st</sup> day of March each year, and shall be subject to the inspection of any citizen of the state. Said report shall set out a full, detailed, complete and correct statement of all receipts and disbursements of every kind since the last preceding audit, said audit report shall show the full financial condition of the airport, its related properties and facilities and the status of its bonded debt, if any be incurred following the passage of the ordinance, and of every other detail necessary to a full and thorough understanding from such audit report of the actual financial condition of such municipal airport. In addition, it shall be the duty of said commissioners to furnish such other and further reports, data and information as may be requested by the Mayor or the City Council. (Ord. No. 733, Sec. 9)

2.44.10 Meetings The Commission shall meet at least monthly, but other meetings may be held at any time by said Commission or upon the call of the Mayor and the City Council. (Ord. No. 733, Sec. 10)

2.44.11 Election of chairman and vice-chairman The Commission shall elect annually from its members a chairman and vice-chairman and shall also appoint a secretary who may, but need not, be a member of said Commission. (Ord. No. 733, Sec. 11)

## CHAPTER 2.48

### UNCLAIMED PROPERTY

Sections:

- 2.48.01        Disposal
- 2.48.02        Sale
- 2.48.03        Proceeds of sale to owner
- 2.48.04        Proceeds remaining after six months

2.48.01 Disposal The Police Department at the instigation of its Chief and under the direction hereinafter set out is hereby authorized and directed to dispose of at public auction all unclaimed personal property rightfully coming into the hands of the department and dispose of other confiscated property confiscated under the orders of the municipal court with the exception of confiscated liquor as the state statutes set out the disposition of same.

2.48.02 Sale All unclaimed personal property coming into the hands of the Police Department will be held by the department for a period of six (6) weeks or longer and the Chief of Police, if property remains unclaimed, shall periodically advertise such property in some newspaper of general circulation in the city once each week for three (3) consecutive weeks setting forth in notice the time for the sale which shall not be earlier than five (5) days after the last publishing of the notice and later than ten (10) days thereafter, designating an easily accessible place for the sale thereof, and giving a complete list and description of unclaimed articles to be sold. The Chief of Police shall have the right to refuse any and all bids not satisfactory and will then proceed to advertise these items for sale at a later date. Terms of such sale shall be for cash only. Nothing in this chapter shall prohibit any person who properly identifies any of the property as being their own before the sale from claiming and having property restored to them.

2.48.03 Proceeds of sale to owner The Chief of Police shall deposit the receipt from the aforesaid sale of unclaimed property in the city treasury and the Clerk/Treasurer is to keep these funds in a special account for a period of six (6) months and any person identifying as his own any of such property within the six (6) month period shall upon the presentation of satisfactory proof be paid by city warrant out of the special account the amount of which the property is sold. The Chief of Police or some person designated by him shall keep in a well bound book an accurate record and description of each piece of unclaimed property passing through the Police Department and the price for which it was sold and the date, the name and address of those who purchased same, as well as a complete record

of those who identified and claimed any of the property before it is sold.

2.48.04 Proceeds remaining after six months All proceeds from the sale remaining in the special fund for a period of six (6) months shall by the Clerk/Treasurer be transferred to the city's general fund and no further payment shall be made therefrom to anyone who thereafter claims ownership.

## **CHAPTER 2.52**

### **CIVIL SERVICE COMMISSION**

(Repealed by Ord. No. 86-9-1)

## **CHAPTER 2.56**

### **INDEPENDENT CANDIDATES**

#### **Sections:**

2.56.01 Filing deadline

2.56.01 Filing deadline Pursuant to the authority of Act 545 of 1985 (Ark. Stat. 19-956), all independent candidates for municipal office in the year 1988 and every two (2) years thereafter in the city of Batesville, Arkansas, are hereby required to file petitions of nomination as independent candidates with the County Board of Election Commissioners no later than noon on the day before the preferential primary election. (Ord. No. 86-9-2, Sec. 1)



## CHAPTER 2.60

### CONTROLLED SUBSTANCES AND ALCOHOL TESTING

Sections:

- 2.60.01 Incorporated into personnel policies
- 2.60.02 Amends personnel policies for employees with commercial driver's license
- 2.60.03 Repealer
- 2.60.04 Safety Director to establish procedures
- 2.60.05 Qualifications for testing, evaluating, or record keeping
- 2.60.06 Testing administered according to rules
- 2.60.07 Penalty for refusal to take test
- 2.60.08 Penalty for positive drug test result
- 2.60.09 Penalty for positive alcohol test result
- 2.60.10 Rules for second test
- 2.60.11 Negative result on second test
- 2.60.12 Suspicion of drug or alcohol use on duty or involvement in accident

2.60.01 Incorporated into personnel policies That all personnel policies of the city of Batesville are hereby revised and amended to incorporate the 1994 DOT Final Rules. A copy of said rules is attached hereto and by reference is incorporated herein in its entirety as if restated word for word. (Ord. No. 95-12-3, Sec. 1)

2.60.02 Amends Personnel policies for employees with commercial driver's license That this chapter specifically amends any personnel policy provisions for conditions of employment for employees whose duties require them to maintain a commercial driver's license in order to lawfully carry out their duties. (Ord. No. 95-12-3, Sec. 2)

2.60.03 Repealer Any ordinance, resolution, rule, regulation or part of any ordinance, resolution, rule, regulation now in effect which conflicts with the rules is hereby repealed. (Ord. No. 95-12-3, Sec. 3)

2.60.04 Safety Director to establish procedures The Safety Director of the city of Batesville is hereby directed to establish procedures to ensure compliance with the rules, including the assignment of a designated representative responsible for the execution of the procedures. (Ord. No. 95-12-3, Sec. 4)

2.60.05 Qualifications for testing, evaluating, or record keeping Any laboratory, medical review officer, substance abuse professional or any other professional who receives payment for testing, evaluating, record keeping, or other services mandated by the rules must be qualified according to the rules and must perform such services in conformance with 49 CFR Part 40 and Part 382. (Ord. No. 95-12-3, Sec. 5)

2.60.06 Testing administered according to rules Drug and alcohol testing will be administered to those employees mandated by the rules, in the circumstances and in the manner mandated by the rules. (Ord. No. 95-12-3, Sec. 6.)

2.60.07 Penalty for refusal to take test The penalty for refusal to take a mandated test for drugs or alcohol is immediate discharge. (Ord. No. 95-12-3, Sec. 7.)

2.60.08 Penalty for positive drug test result The penalty for a positive drug test result, once the time limits for requesting a second test of a split sample has expired, or upon receipt of a positive drug test result from the second test, is immediate discharge. (Ord. No. 95-12-3, Sec. 8.)

2.60.09 Penalty for positive alcohol test result The penalty for a positive alcohol test result is immediate discharge. (Ord. No. 95-12-3, Sec. 9.)

2.60.10 Rules for second test Employees whose initial drug test results are positive and who request a test of the second portion of the split sample will be suspended without pay until such time as the Safety Director receives the results of the second (split sample) test. Such second test will be at the employee's expense. (Ord. No. 95-12-3, Sec. 10)

2.60.11 Negative result on second test A negative result from the second (split sample) drug test will render the first test invalid and the employee will be reinstated with back pay and reimbursed for the costs of the second test. (Ord. No. 95-12-3, Sec. 11.)

2.60.12 Suspicion of drug or alcohol use on duty or involvement in accident An employee suspected of unlawful use of drugs or abuse of alcohol while on duty as established by the rules, or who is involved in an accident as defined in 49 CFR 390.4 (and receives a citation for a moving traffic violation in this section) by the rules, shall be suspended immediately with pay until the results of the drug or alcohol test are received by the Safety Director. (Ord. No. 95-12-3, Sec. 12)

**CHAPTER 2.64**

**INTERLOCAL COOPERATIVE AGREEMENT**

Sections:

- 2.64.01 Agreement
- 2.64.02 Traffic Safety Officer

2.63.01 Agreement For consideration of the above premises, and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

- A. It is the intent of the parties to create a long standing and permanent relationship with regard to the matter discussed herein. The city and the county shall coordinate their efforts to provide for greater law enforcement protection, at a reduced revenue for their citizens through the Interlocal Agreement. Either party may, by majority vote of its respective governing body, elect to modify, or terminate this agreement. In order for this agreement to be modified, the governing bodies of both the city and the county must so indicate by a majority vote of their respective governing bodies. If the parties shall desire to terminate this agreement, the party or parties so desiring to withdraw shall give the other party six (6) months written notification of their intent to withdraw. If either party wishes to terminate this agreement, the agreement will terminate at the end of the six (6) months notice period. For a period within which this agreement shall exist, the governing bodies may amend said agreement as provided hereinafter in Paragraph N.
- B. In the event of the termination of this agreement, the parties shall each receive their properties so combined hereby, whether leased, rented, purchased or borrowed. Each party shall keep a list of assets, properly and visibly identified with tags or markings with regard to ownership.
- C. The composition of the Metro Branch as to the number of personnel and their positions will be approved on an annual basis by the Batesville City Council upon the advice and recommendation of the County Sheriff. The Sheriff shall make such recommendations to the City Council on or before the first scheduled City Council meeting in October.
- D. The city shall provide sufficient revenues to the county, on a monthly basis, whereby the salaries, health insurance pension funds, workers' compensation, and other reasonably necessary personnel costs are funded for the personnel which shall compose the Metropolitan Branch of the Sheriff's office. Said persons for the Metropolitan Branch shall be determined as set out above in Section C.

Salaries paid will be in accordance with the overall pay scale of the Sheriff's department in such a way that there will be no salary advantage or disadvantage for personnel of the Metropolitan Branch. Experienced Metropolitan personnel will not be transferred to the county without being replaced with persons of like experience. If a deputy resigns, is terminated, or for any other reason leaves the Sheriff's department, any training that is required to replace that deputy will be paid by the city if the slot to be filled is in the Metropolitan Branch, and will be paid by the county if it is a county Deputy slot to be filled.

- E. The city shall provide vehicles for the use of the Metropolitan Branch. The purchase of new vehicles will be considered on an annual basis by the City Council upon the advice and recommendation of the Sheriff. The Sheriff shall make such recommendations to the City Council on or before the first scheduled City Council meeting in October. The use of said vehicles should be primarily for the Metropolitan Branch. The city shall maintain all insurance costs as presently required by the city. In the event of damage to any vehicle, which is in excess of any insurance coverage, or in the event that replacement of any vehicle shall become necessary, the city shall provide all revenues necessary for the repair and maintenance or replacement so required. The Metropolitan vehicles will be identified with a highly visible distinctive striping and will be used in and near the city of Batesville unless an emergency or unusual circumstances will require their use away from the city. Any significant use of the Metropolitan vehicles away from the city shall be reported to the Interlocal Board by the Sheriff. The Metropolitan vehicles shall not be used for any private purpose.
- F. The city shall give the Sheriff's department the right to obtain gasoline at the city yard. The county shall be responsible for all fuel charges associated with the county vehicles. The city shall be responsible for an average monthly sum of up to \$3,000.00 in fuel allowances, not to exceed \$36,000.00 annually for all Metropolitan vehicles. Should all of the Metropolitan vehicles have fuel charges in excess of said \$36,000.00 annually, the county shall bear the costs of such excess.
- G. The city shall operate a radio dispatching service, which shall provide radio communication for law enforcement and fire vehicles, both city and county wide. The county shall pay all bills associated with the 911 system with the revenues derived from the system. Any and all revenues derived from the operation of the 911 system in excess of the costs of operations, hereinafter referred to as "911 surplus," (except for those placed in a Capital Improvement fund described below) shall be paid to the city as reimbursement for the county's share of the cost of dispatching services. Notwithstanding the amount of any such 911 surplus, in no event will the county's contribution to the city be less than Seventy

Thousand Dollars (\$70,000.00) annually. In the event the 911 surplus is over \$70,000.00, the county shall place up to \$2,000.00 annually in a Capital Improvement fund for the purpose of replacing or upgrading 911 equipment, provided, however, if the amount of the 911 surplus is less than \$72,000.00, the county shall only place the amount over \$70,000.00 in said Capital Improvement Fund. If the amount of the 911 surplus is more than \$72,000.00, the county shall pay to the city not only the aforementioned \$70,000.00 but, also, any amounts of the 911 surplus over \$72,000.00 up to one-half (1/2) of the cost of dispatching.

The City Clerk shall submit a bill to the county by March 10 of each year requesting the 911 surplus from the previous year over \$72,000.00 plus ¼ of \$70,000.00 (\$17,500.00). The county shall pay the requested amount on or before March 31. Thereafter, the City Clerk shall send the county a bill on June 10, September 10, and December 10, requesting ¼ of \$70,000.00 (\$17,500.00) per bill. The county shall in turn pay the city on or before June 30, September 30, and December 31 respectively for the requested amounts.

Notwithstanding anything herein to the contrary, all interest earned from 911 revenues shall be retained by the county.

The composition of the dispatching department as to the number of personnel and their positions will be approved annually by the Batesville City Council upon advice and recommendation of the Mayor. Any additional personnel needed within the dispatching department shall be approved by the City Council.

- H. The personnel which constitute the Metropolitan Branch shall be under the direction, supervision, authority and control of the Sheriff of Independence County, Arkansas. The city shall, upon acceptance of this agreement, provide the funds and ordinances necessary to accomplish this agreement. In a like manner, the county, upon acceptance of this agreement, shall take all steps necessary for providing the funds and ordinances necessary for the enactment and enforcement of this agreement. Each party agrees to act in the utmost good faith and to take all steps necessary for the enforcement of the provisions and agreements contained herein.
- I. The revenues as presently derived from Municipal Court fines shall continue to be divided between the city and the county according to the location of the offense, and the City Attorney and the County Prosecutor shall continue to cause the offenses to be prosecuted in the same manner as was the case before this agreement. For example, should a misdemeanor citation be issued inside the corporate limits of the city, the city would retain all fines collected as a result

thereof. The county in a like manner would retain all municipal court fines which resulted from arrests or citations within the county, but outside of the city limits.

- J. The Sheriff is authorized to use any employees as the Sheriff deems necessary which are a part of the Metropolitan Branch for the purpose of investigating alleged offenses of the Arkansas Criminal Code which may occur in either the county or the city. The Sheriff is authorized to use the other Metropolitan offices in any manner he deems appropriate for providing law enforcement protection for the citizens of the county and the city, recognizing, however, that the primary use of said Metropolitan Branch shall be for the protection of the residents of the city.
- K. There shall be a Board created by the city and the county for the purpose of effectuating this agreement and coordinating the efforts necessary for carrying out this effectuating this agreement and coordinating the efforts necessary for carrying out this agreement. This Board shall consist of the Sheriff of the county, the Mayor of the city, the County Judge, two (2) members of the City Council of the city of Batesville appointed by the Mayor and approved by the City Council and two (2) members of the Quorum Court of Independence County, appointed by the County Judge and approved by the Quorum Court. The sole purpose of this Board shall be to carry out the purposes of the agreement and to coordinate the effort of the parties that may arise from time to time.
- L. The Interlocal Board shall meet twice a year on the third Tuesday of March and on the second Thursday of September, the September meeting being the annual meeting. Special meetings may be called as the need arises by the Mayor, the Sheriff, the County Judge or any member of the Interlocal Board. The County Clerk and City Clerk shall attend the annual meeting for the purpose of keeping minutes. They shall provide copies of the minutes to the City Council and Quorum Court. At the annual meeting, the County Clerk shall give a report regarding the Sheriff's Office personnel as to the number, salary and position of said employees. The Clerk shall also provide a current list of all county and Metropolitan vehicles with their respective VIN#'s, year models, and mileage. The City Clerk shall give a report regarding dispatching personnel as to the number, salary and position of said employees. The County Clerk and City Clerk shall attend regular meeting and any special meetings on a rotation basis.
- M. The Interlocal board shall in no way be construed to be a Civil Service Commission or Grievance Committee and shall only serve for the effectuation and coordination of this agreement.

- N. This agreement may be amended at any time by the majority vote of both parties. The party desiring to amend this agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other party, whereupon said party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by a majority of both parties, it will thereafter become a part and parcel of this agreement. Should either party fail to approve of a proposed amendment, it will have no force or effect.
- O. The various provisions and parts of this agreement are hereby declared to be severable and if any section of part of a section, provision or part of a provision herein, is such holding shall not invalidate or effect the remainder of this agreement.
- P. This agreement supersedes all previous agreement and amendments thereto that relate to the Interlocal Agreement of Law Enforcement. (Ord. No. 2002-9, Sec. 1.)

#### 2.64.02 Traffic Safety Officer

- A. A Traffic Safety Officer will be added to the Metro Division of the Independence County Sheriff's Office for the dedicated purpose of enforcing traffic safety laws inside the city of Batesville.
- B. The Traffic Safety Officer will work no more than forty (40) hours per week, and may be called upon to work irregular or "split" shifts.
- C. The Traffic Safety Officer's primary responsibility will be enforcement of state laws and local ordinances related to traffic control, speed and other traffic safety issues. The Traffic Safety Officer will not be responsible for accident investigations, property crimes, investigation, domestic disturbance calls or other duties traditionally encountered by patrol deputies.
- D. The Traffic Safety Officer will work inside the city limits of Batesville unless called upon by the Sheriff to perform temporary duty in a unique emergency situation.
- E. The city of Batesville will furnish a patrol vehicle, all equipment and supplies required for the Traffic Safety Officer.
- F. The city of Batesville will furnish fuel annually for the Traffic Safety Officer.

- G. The city of Batesville will pay to Independence County on a monthly basis for the Traffic Safety Officer along with the monthly payments made to accomplish the Interlocal cooperation Agreement.
- H. Other than the specific considerations herein, the relative rights and responsibilities of the city and county related to the Traffic Safety Officer will be the same as a regular Metro Division patrol officer.
- I. All other terms and conditions of the Interlocal Cooperative Agreement on law enforcement not specifically addressed herein shall remain in full force and effect.
- J. This agreement shall be in full force and effect upon passage of this ordinance by the Batesville City Council and Independence County Quorum Court. (Ord. No. 2009-3-1, Sec. 1.)

**CHAPTER 2.68**

**PUBLIC FACILITIES BOARD**

Sections:

- 2.68.01 Created
- 2.68.02 Name
- 2.68.03 Members appointed
- 2.68.04 Powers
- 2.68.05 Revenue bonds
- 2.68.06 Duties

2.68.01 Created In accordance with and pursuant to the authority conferred by the Public Facilities Boards Act. A.C.A. (1998 Repl. & 2003 Supp.) 14-137-101 to 123, there is hereby created and established a Public Facilities Board (hereinafter referred to as the "Board") with authority as hereinafter provided to deal in or dispose of the facilities identified in the Public Facilities Boards Act. (Ord. No. 2003-10-1, Sec. 1.)

2.68.02 Name The name of the Board shall be "City of Batesville, Arkansas Public Facilities Board." (Ord. No. 2003-10-1, Sec. 2.)



2.68.03 Members appointed The initial members of the Board shall be appointed by the Mayor pursuant to A.C.A. (Supp. 2003) 14-137-108. Each member shall take and file with the City Clerk the oath of office prescribed by the Public Facilities Boards Act. (Ord. No. 2003-10-1, Sec. 3.)

2.68.04 Powers The Board is empowered, from time to time, to own, acquire, construct, reconstruct, extend, equip, improve, operate, maintain, sell, lease, contract concerning, or otherwise deal in or dispose of health-care facilities, emergency medical health-care facilities, residential housing facilities, off-street parking facilities, recreational and tourist facilities, waterworks facilities, sewer facilities, facilities for securing or developing industry, energy facilities, hydroelectric power projects, education facilities, other capital improvement facilities, or any combination of such facilities, as such facilities are defined in the Public Facilities Boards Act, or any interest in such facilities including, without limitation, leasehold interests in and mortgages on such facilities. (Ord. No. 2003-10-1, Sec. 4.)

2.68.05 Revenue bonds The Board is authorized to issue revenue bonds from time to time and to use the proceeds, either alone or together with other available funds and revenues, to accomplish the purposes for which the Board is created. Such revenue bonds shall be obligations only of the Board and shall not constitute an indebtedness for which the faith and credit of the city or any of its revenues are pledged, and the principal of and interest on the bonds shall be payable from and secured by a pledge of revenues, obligations, and other funds or sources of funds as authorized by and in accordance with the provisions of the Public Facilities Boards Act. (Ord. No. 2003-10-1, Sec. 5.)

2.68.06 Duties The Board shall have all the powers provided in the Public Facilities Boards Act, subject to the provisions of this ordinance, and shall carry out its duties in accordance with the Public Facilities Boards Act, including specifically, without limitation, the filing of the annual report required by A.C.A. (Repl. 1998) 14-137-123. (Ord. No. 2003-10-1, Sec. 6.)