

ORDINANCE NO. 1978-2

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF GREENE, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED "AN ORDINANCE REENACTING, RATIFYING AND CONFIRMING THE COMPACT OR INTER-LOCAL AGREEMENT WITH THE CITY OF PARAGOULD, ARKANSAS, DATED DECEMBER 27, 1976, AUTHORIZING AND CREATING A SOLID WASTE DISPOSAL COMMISSION OF PARAGOULD AND GREENE COUNTY, ARKANSAS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES"

WHEREAS, the City of Paragould, Arkansas, and Greene County, Arkansas, did enter into a compact dated December 27, 1976, for the creation of a Solid Waste Disposal Commission of Paragould and Greene County, Arkansas, to acquire, maintain and operate a sanitary landfill operation for the disposal of solid waste generated by the residents of the City of Paragould and the residents of Greene County, Arkansas, which compact was entered into by Greene County, Arkansas, pursuant to a county court order dated December 27, 1976, now appearing of record in County Court Record 23, Page 363, of the County Court Records of Greene County, Arkansas; and

WHEREAS, under Section 90 of Act 742 of 1977, all interlocal agreements entered into by the County Court prior to the effective date of said Act must be reenacted, ratified and confirmed by ordinance adopted by the Quorum Court;

NOW, THEREFORE, BE IT ENACTED by the Quorum Court of Greene County, Arkansas, that:

ARTICLE I: The compact or interlocal agreement dated December 27, 1976, between the City of Paragould, Arkansas, and Greene County, Arkansas, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference as if set forth herein word for word, should be and it hereby is reenacted, ratified and confirmed and County Judge should be and he hereby is authorized, empowered and directed for, in the name of, and on behalf of Greene County, Arkansas, to ratify and confirm said agreement with the City of Paragould, Arkansas.

ARTICLE II: The actions of the Solid Waste Disposal Commission appointed pursuant to the interlocal agreement or compact dated December 27, 1976, hereinabove referred to, should be and they hereby are ratified and confirmed.

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ARTICLE III: It being determined by the Quorum Court that immediate action is needed to continue the interlocal agreement or compact, a public emergency is declared to exist and this ordinance shall be in full force and effect from and after the date of its passage and approval.

THIS ORDINANCE ENACTED this 20 day of Jan., 1978.

Betty Crafton
Betty Crafton, Clerk

By _____
D. C.

APPROVED:

Buford Diggs
Buford Diggs, County Judge

COMPACT

THIS COMPACT is made and entered into on this 27th
day of December, 19 76, by and between the City
of Paragould, Arkansas, hereinafter referred to as the City
and Greene County, Arkansas, hereinafter referred to as
County:

This agreement is entered into pursuant to authority
extended the Mayor and the City Clerk of the City of Paragould,
Arkansas, by the City Council of the City of Paragould,
Arkansas, and pursuant to authority extended the Greene
County Judge by the Greene County Court, and pursuant to the
laws of the State of Arkansas which permit local governmental
units to make the most efficient use of their powers by
enabling them to cooperate with each other on the basis of
mutual advantage and thereby provide services and facilities
in a manner and pursuant to the form of their governmental
organization which will accord best with their geographic
and economic needs and development.

The City and the County do covenant and agree that
there shall be and there is hereby created a Solid Waste
Disposal Commission, hereinafter referred to as Commission,
for the purpose of acquiring, maintaining and operating a
sanitary landfill operation for the disposal of solid waste
generated by the residents of the City of Paragould and the
residents of Greene County, Arkansas, in such a manner that
will protect the public health and welfare; prevent water
pollution or air pollution; prevent the spread of disease
and the creation of nuisances; conserve natural resources;
and enhance the beauty and quality of the environment.

COMMISSION:

This Commission shall consist of five members, two of
whom shall be appointed by the Mayor of the City of Paragould

with the approval of the City Council of the City of Paragould and two of whom shall be appointed by the Greene County Judge with the approval of the Greene County Quorum Court. The fifth member shall be selected by the four members so appointed. All Commissioners shall be qualified electors of Greene County, Arkansas.

The initial Commission shall consist of Joe McDaniel and Charles Partlow who are hereby designated as appointees of the City of Paragould and Marlin Jackson and Mike Harmon who are hereby designated as appointees of Greene County. They shall select the fifth member, and their initial terms shall be determined by lot so that two such Commissioners shall serve one year each, and three such Commissioners shall serve two years each.

The Commissioners shall select one such Commissioner to serve as Chairman and one such Commissioner to serve as Secretary.

Upon the expiration of the term of the initial Commissioners, each such successor Commissioner shall serve a term of two years and shall be eligible for reappointment.

COMPENSATION:

Each Commissioner shall serve without compensation but shall be reimbursed actual expenses incurred in carrying out the duties as Commissioner.

DUTIES:

The Commission shall develop a plan or plans to provide a solid waste management system and shall adequately provide for the disposal of solid waste generated or existing within Greene County, Arkansas, and is hereby authorized to adopt rules, regulations and orders for the carrying out of such plan. The Commission may enter into agreement with Greene County, any municipality within Greene County, with private

persons or any business entity or with any combination thereof to provide a solid waste management system.

The Commission shall have authority to levy and collect such fees and charges as may be appropriate to discharge its responsibility hereunder; provided, however, that such fees and charges as may be designated by the Commission shall be subject to prior approval of the City Council of the City of Paragould, Arkansas, and the Greene County Quorum Court, both of which recognize the necessity of adopting and authorizing a fee schedule which will provide adequate funds with which to carry out the intent of this Compact.

The Commission is authorized to accept and disburse funds derived from grants from the federal or state governments or from private sources or from monies that may be appropriated from any available funds for the installation and operation of a solid waste management system or any part thereof.

The Commission is authorized to contract for the lease, purchase, or sale of land, facilities, vehicles and machinery necessary to the installation and operation of the solid waste management system.

The Commission shall be authorized to establish policies for and enact rules and regulations concerning all phases of the operation of the solid waste management system including but not limited to hours of operation, character and kind of waste accepted, the separation of wastes according to type by those generating the same prior to collection, type of container for storage of waste, prohibition of burning of waste, pretreatment of wastes, and such other rules as may be necessary or appropriate so long as such rules are not contrary to the laws of the State of Arkansas.

The City of Paragould will continue to operate its own Sanitation Department and will continue to collect solid waste generated within the City of Paragould with employees

City of Paragould operating trucks owned by the City of Paragould and will deliver such solid waste to a central collection point to be located and operated by the Commission.

The Commission will furnish the necessary equipment for the operation of the central collection point and for the transportation of such waste to the sanitary landfill if such transportation is required. The Commission will provide the necessary equipment to operate such sanitary landfill and will employ such employees as may be necessary to provide the services herein required of the Commission.

FUNDING:

Greene County, Arkansas, and the City of Paragould shall transfer to the Commission all funds previously received by each governmental unit in the form of grant funds received for the purpose of establishing or operating a sanitary landfill including all assets previously acquired by either governmental unit with the use of such funds.

Any operating deficit arising from the operation of the Commission shall be met by the City of Paragould and Greene County, Arkansas, on a shared basis to be determined by engineering studies of the projected use of the services and facility by the City and County. The contribution of the City and the County to such deficit shall be based on the projected use as determined by such engineering study.

The sharing of this deficit on this basis shall continue for a period of one year unless sooner adjusted by the Commission. At the end of each year's operation the Commission shall determine the proportionate use of the services and facilities by the City and the County and the sharing of the deficit between the City and the County shall be adjusted each year for the coming year based on the proportionate use of the services and facility by the City and the County for the preceding year.

TERM:

The duration of this agreement shall be for a period of six years, beginning with the execution date of this agreement, with this agreement to be executed immediately upon authorization by the City Council of the City of Paragould, Arkansas, and Greene County, Arkansas, by the enactment of appropriate ordinances or entry of appropriate court orders. This six year period shall be referred to as the base period. Upon the expiration of this base period, this agreement shall continue in force thereafter from year to year until terminated by either party hereto giving notice of its desire to terminate, which notice shall be given to the other in writing at least one year prior to the expiration of the base period or after the expiration of the base period at least six months prior to the anniversary date of this agreement on which the termination is to be effective. This agreement cannot be terminated during the base period hereinabove set out, except by mutual agreement of the parties hereto.

Upon the termination of this agreement as hereinabove provided, all property owned by the Commission and not otherwise disposed of by their mutual agreement shall be distributed one-half to Greene County, Arkansas, and one-half to the City of Paragould. In the event such distribution is not possible then such property shall be sold by the Commission as a part of its duties in liquidation and the net proceeds derived from such sale shall be paid one-half to Greene County, Arkansas, and one-half to the City of Paragould.

This agreement may be terminated at any time during its existence upon the mutual agreement of the City of Paragould and Greene County upon such terms as they may designate.

BUDGET:

The Commission shall as soon as feasible after its

creation and annually thereafter prepare a budget reflecting sources and amounts of anticipated income and purposes and amounts of anticipated expenditures for the operation of the Commission for a one year period or such other period as may be selected by the Commission and shall propose and recommend to the parties hereto a rate structure which the Commission feels will be reasonable and feasible in keeping with the services to be rendered by the Commission with the view that the Commission shall undertake to be as nearly self-supporting as possible. Upon approval of such rates by the City of Paragould and Greene County, such rates shall be effective until altered by the City of Paragould and Greene County, and such rates shall be collected by the Commission and shall provide a part of the operating funds of the Commission. Any operating deficit incurred by the Commission shall be met as hereinabove set out.

The Commission is authorized to employ such services including but not limited to accounting services, engineering services, legal services, abstracting services as may be required or desirable to accomplish the purposes herein set out.

AUTHORITY:

Each party hereto does covenant and agree with the other that such party is duly authorized and empowered by law to execute this instrument, and this instrument shall be in full force and effect immediately upon its execution and subject to the approval of the agreement by the Attorney General of the State of Arkansas; the filing of the agreement with the City Clerk of the City of Paragould, the Greene County Clerk and the Secretary of State for the State of Arkansas.

IN WITNESS WHEREOF we have hereunto set our hands on
the date hereinabove written.

CITY OF PARAGOULD, ARKANSAS

By Bob Camp
Mayor

ATTEST:

Emma J. Cole
City Clerk

GREENE COUNTY, ARKANSAS

By Lerald Phillips
County Judge

ATTEST:

Betty Oragton
County Clerk

APPROVED:

BILL CLINTON

Attorney General for the
State of Arkansas

By: Rodney Parham
RODNEY PARHAM
Chief Deputy Attorney General

REENACTMENT, RATIFICATION AND CONFIRMATION OF INTERLOCAL
AGREEMENT OR COMPACT

WHEREAS, the City of Paragould, Arkansas, and Greene County, Arkansas, did enter into a compact dated December 27, 1976, for the creation of a Solid Waste Disposal Commission of Paragould and Greene County, Arkansas, to acquire, maintain and operate a sanitary landfill operation for the disposal of solid waste generated by the residents of the City of Paragould and the residents of Greene County, Arkansas, which compact was entered into by Greene County, Arkansas, pursuant to a county court order dated December 27, 1976, of record in County Court Record 23, page 363 of the County Court Records of Greene County, Arkansas; and

WHEREAS, pursuant to Section 90 of Act 742 of 1977, all inter-local agreements entered into by Greene County prior to the effective date of said act are required to be reenacted, ratified and confirmed; and

WHEREAS, the Quorum Court of Greene County, Arkansas, did on the 20th day of January, 1978, enact Ordinance No. 1978-2 which enacted, ratified and confirmed the compact dated December 27, 1976, between the City of Paragould, Arkansas, and Greene County, Arkansas, hereinabove referred to, a copy of which is attached hereto, marked Exhibit A and made a part hereof by reference; and

WHEREAS, by the ordinance enacted by the Quorum Court hereinabove referred to, the County Judge was authorized, empowered and directed for and in the name and on behalf of Greene County, Arkansas, to ratify and confirm the interlocal agreement or compact hereinabove referred to;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT: The undersigned as County Judge of Greene County, Arkansas, and by virtue of the authority granted to him by the Quorum Court of Greene County, Arkansas, does for, on the name of and in the behalf of Greene County, Arkansas, reenact, ratify and confirm to the City of Paragould, Arkansas, the compact dated December 27, 1976, a copy of which is attached hereto, marked Exhibit A and made a part hereof by reference.

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DATED this _____ day of _____, 1978.

Buford Diggs, County Judge

COMPACT

THIS COMPACT is made and entered into on this 27th day of December, 19 76, by and between the City of Paragould, Arkansas, hereinafter referred to as the City and Greene County, Arkansas, hereinafter referred to as County:

This agreement is entered into pursuant to authority extended the Mayor and the City Clerk of the City of Paragould, Arkansas, by the City Council of the City of Paragould, Arkansas, and pursuant to authority extended the Greene County Judge by the Greene County Court, and pursuant to the laws of the State of Arkansas which permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to the form of their governmental organization which will accord best with their geographic and economic needs and development.

The City and the County do covenant and agree that there shall be and there is hereby created a Solid Waste Disposal Commission, hereinafter referred to as Commission, for the purpose of acquiring, maintaining and operating a sanitary landfill operation for the disposal of solid waste generated by the residents of the City of Paragould and the residents of Greene County, Arkansas, in such a manner that will protect the public health and welfare; prevent water pollution or air pollution; prevent the spread of disease and the creation of nuisances; conserve natural resources; and enhance the beauty and quality of the environment.

COMMISSION:

This Commission shall consist of five members, two of whom shall be appointed by the Mayor of the City of Paragould

with the approval of the City Council of the City of Paragould and two of whom shall be appointed by the Greene County Judge with the approval of the Greene County Quorum Court. The fifth member shall be selected by the four members so appointed. All Commissioners shall be qualified electors of Greene County, Arkansas.

The initial Commission shall consist of Joe McDaniel and Charles Partlow who are hereby designated as appointees of the City of Paragould and Marlin Jackson and Mike Harmon who are hereby designated as appointees of Greene County. They shall select the fifth member, and their initial terms shall be determined by lot so that two such Commissioners shall serve one year each, and three such Commissioners shall serve two years each.

The Commissioners shall select one such Commissioner to serve as Chairman and one such Commissioner to serve as Secretary.

Upon the expiration of the term of the initial Commissioners, each such successor Commissioner shall serve a term of two years and shall be eligible for reappointment.

COMPENSATION:

Each Commissioner shall serve without compensation but shall be reimbursed actual expenses incurred in carrying out the duties as Commissioner.

DUTIES:

The Commission shall develop a plan or plans to provide a solid waste management system and shall adequately provide for the disposal of solid waste generated or existing within Greene County, Arkansas, and is hereby authorized to adopt rules, regulations and orders for the carrying out of such plan. The Commission may enter into agreement with Greene County, any municipality within Greene County, with private

persons or any business entity or with any combination thereof to provide a solid waste management system.

The Commission shall have authority to levy and collect such fees and charges as may be appropriate to discharge its responsibility hereunder; provided, however, that such fees and charges as may be designated by the Commission shall be subject to prior approval of the City Council of the City of Paragould, Arkansas, and the Greene County Quorum Court, both of which recognize the necessity of adopting and authorizing a fee schedule which will provide adequate funds with which to carry out the intent of this Compact.

The Commission is authorized to accept and disburse funds derived from grants from the federal or state governments or from private sources or from monies that may be appropriated from any available funds for the installation and operation of a solid waste management system or any part thereof.

The Commission is authorized to contract for the lease, purchase, or sale of land, facilities, vehicles and machinery necessary to the installation and operation of the solid waste management system.

The Commission shall be authorized to establish policies for and enact rules and regulations concerning all phases of the operation of the solid waste management system including but not limited to hours of operation, character and kind of waste accepted, the separation of wastes according to type by those generating the same prior to collection, type of container for storage of waste, prohibition of burning of waste, pretreatment of wastes, and such other rules as may be necessary or appropriate so long as such rules are not contrary to the laws of the State of Arkansas.

The City of Paragould will continue to operate its own Sanitation Department and will continue to collect solid waste generated within the City of Paragould with employees

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TERM:

The duration of this agreement shall be for a period of six years, beginning with the execution date of this agreement, with this agreement to be executed immediately upon authorization by the City Council of the City of Paragould, Arkansas, and Greene County, Arkansas, by the enactment of appropriate ordinances or entry of appropriate court orders. This six year period shall be referred to as the base period. Upon the expiration of this base period, this agreement shall continue in force thereafter from year to year until terminated by either party hereto giving notice of its desire to terminate, which notice shall be given to the other in writing at least one year prior to the expiration of the base period or after the expiration of the base period at least six months prior to the anniversary date of this agreement on which the termination is to be effective. This agreement cannot be terminated during the base period hereinabove set out, except by mutual agreement of the parties hereto.

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BUDGET:

The Commission shall as soon as feasible after its

creation and annually thereafter prepare a budget reflecting sources and amounts of anticipated income and purposes and amounts of anticipated expenditures for the operation of the Commission for a one year period or such other period as may be selected by the Commission and shall propose and recommend to the parties hereto a rate structure which the Commission feels will be reasonable and feasible in keeping with the services to be rendered by the Commission with the view that the Commission shall undertake to be as nearly self-supporting as possible. Upon approval of such rates by the City of Paragould and Greene County, such rates shall be effective until altered by the City of Paragould and Greene County, and such rates shall be collected by the Commission and shall provide a part of the operating funds of the Commission. Any operating deficit incurred by the Commission shall be met as hereinabove set out.

The Commission is authorized to employ such services including but not limited to accounting services, engineering services, legal services, abstracting services as may be required or desirable to accomplish the purposes herein set out.

AUTHORITY:

Each party hereto does covenant and agree with the other that such party is duly authorized and empowered by law to execute this instrument, and this instrument shall be in full force and effect immediately upon its execution and subject to the approval of the agreement by the Attorney General of the State of Arkansas; the filing of the agreement with the City Clerk of the City of Paragould, the Greene County Clerk and the Secretary of State for the State of Arkansas.

IN WITNESS WHEREOF we have hereunto set our hands on
the date hereinabove written.

CITY OF PARAGOULD, ARKANSAS

By Bob Casper
Mayor.

ATTEST:

Emma J. Cole
City Clerk

GREENE COUNTY, ARKANSAS

By Leroy Bell
County Judge

ATTEST:

Betty Cragston
County Clerk

APPROVED:

BILL CLINTON

Attorney General for the
State of Arkansas

By: Rodney Parham
RODNEY PARHAM
Chief Deputy Attorney General