

**AGENDA**  
**CRAIGHEAD COUNTY QUORUM COURT**  
**APRIL 23, 2015**  
**7:00 P.M.**

**Assembly and Pledge of Allegiance**

**OPENING PRAYER**

**1. Roll Call**

**II. Approval of minutes for March, 2015 meeting.**

**III. Discussion regarding Bono Lake documents from (AFGC)  
Arkansas Game & Fish Commission.**

**IV. Committee Reports:**

- a. Public Service Committee Report.**
- b. Finance and Administration Committee Report.**
- c. Roads and Transportation Report.**

**V. Old Business**  
**None**

**VI. New Business**

- 1. Resolution to change Sales Tax Distribution.**

Craighead County Quorum Court Meeting  
Public Service Committee  
April 13, 2015

Public Service Committee assembled after briefing by Judge Ed Hill.

Members present: Chairperson David Tennison, Richard Rogers, Fred Bowers, and Billie Sue Hoggard.

Circuit Clerk Candace Edwards and Assessor Hannah Towell were present for the committee meeting. Kade Holliday and Josh Longmire were present for the later part of the meeting and both spoke for the need of an HR person for the County.

David Tennison called the meeting to order.

Justice Billie Sue Hoggard presented some information concerning details of duties for Human Resource Officers in several counties who employ an HR person. In counties contacted, the HR person worked under the County Judge's Department. No action taken at this time by the Committee.

Meeting adjourned at approximately 8:00 p.m.

## **Finance Committee Meeting**

April 13, 2015

Finance Committee Members present: Chairman Ken Stacks, Vice Chair Josh Longmire, and Justices Jim Bryant, Barbara Weinstock, and Garry Meadows.

Press: Cord Rapert, Jonesboro Sun

Others present: Al Haines, Tony Thomas, Judge Hill, County Treasurer Terry McNatt, County Collector Marsha Phillips, County Clerk Kade Holliday, Circuit Clerk Candance Edwards, Assessor Hannah Towell, other Quorum Court Members, and other guests.

Justice Stacks called the Finance Committee Meeting to order at 5:30 PM to review in detail the 2014 annual clean-up. Among some of the concerns of the ordinance were utilities, telephone expense, and postage for the County Clerk's Office. After a lengthy review and many questions, the Budget Committee unanimously voted to recommend to the full court that the ordinance be approved.

Candice Cope with Paychex presented the committee with an overview of the advantages of the county partnering with the firm.

The Finance committee adjourned at 7:00PM.

After the full court meeting the Finance Committee reconvened at 8:05 PM and reviewed items presented by Treasurer McNatt that included the following:

1. Transfers of \$254,000 from Recorders Cost Fund since 2010 and the fact that current expenses are exceeding revenues in that fund.
2. E911 fund expenses exceed revenues and will continue to do so throughout the year.
3. Sales tax receipts are increasing due to growth and spending.
4. Four lane tax revenue is coming in as projected.
5. Local sales tax rebate time was extended from a six month to a one year time frame.
6. Received back pay from the State of Arkansas for holding state prisoners through October 2014.

With no other business to be discussed, the Finance Committee stood adjourned at 8:25 PM.

Craighead County Quorum Court Meeting  
April 13, 2015  
Roads and Transportation Committee

Members of the Roads and Transportation Committee assembled after the meeting of the full court. Members present included: Steve Cline, Terry Couch, Ray Kidd, and Max Render.

Others present included Eugene Neff, Judge Hill, Cord Rapart (Jonesboro Sun) and Tony Thomas.

Justice Kidd called the meeting to order after the meeting of the full court:

1. A number of comments were made regarding the recommendation to change the distribution of County sales tax.
2. Eugene Neff updated the committee on the monthly road reported distributed during the meeting of the full court.
  - a. Crews are attempting to finish the bridge on CR 910. They are almost complete with the project and weather permitting, he is hopeful this task is completed in the coming two weeks.
  - b. State has decided to install two aluminum box culverts with the County contributing 25% related to in-kind work on the site. The county place in a temporary tank care in an effort to
  - c. The Kathleen Bridge pavement (mentioned in the full court) was completed around the beginning of March. This project was held in conjunction with the City of Jonesboro.
  - d. Two new trucks were placed on the truck today (April 13, 2015).
3. The Bono Bridge project is to be advertised soon. The bidding has to occur over 4 weeks. This timeline prevented the project from being let in April.
4. Eugene Neff indicated the roads being discussed in the full meeting by Justice Meadows were actually roads that were in place prior to establishment of the last standards. The standards were passed in December 2006. (copy distributed to the committee)
5. The committee discussed the parameters of the Bono Lake Agreement that would result in the county taking possession of the land the lake resides on.
6. The Legacy Landfill auction was also discussed. A previous agreement between Arkansas Department of Environmental Quality and the Landfill had resulted in confusion over truck use. The sale is a process solely to satisfy the regulations that were misunderstood in the past.

With no other business, the committee adjourned at 8:37 pm.

### ARTICLE III. PROCEDURE FOR PLAT APPROVAL

ORDINANCE NO. 2006-17

### CRAIGHEAD COUNTY ROAD ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF CRAIGHEAD COUNTY, STATE OF ARKANSAS, AN ORDINANCE ENTITLED: all, when required

AN ORDINANCE ESTABLISHING PROCEDURES AND MINIMUM STANDARDS OF DESIGN FOR THE ACCEPTANCE OF ROADS AND SUBDIVISIONS INTO THE CRAIGHEAD COUNTY ROAD SYSTEM. THIS ORDINANCE SHALL SUMMARIZE AND REPLACE CRAIGHEAD COUNTY ORDINANCE 1982-2, PASSED BY THE QUORUM COURT ON FEBRUARY 25, 1982.

#### ARTICLE IV

#### ARTICLE 1

##### SECTION 1. Purpose and Jurisdiction

The purpose of these regulations is to set forth the procedure and minimum standards of design for the construction of public roads to be turned over to the County for maintenance. These regulations are in reference to Arkansas Statute 79-926 (Power of County Courts to open new roads or change old roads procedure).

In order to have continuity of design in construction, it is necessary that certain requirements be met in the construction of county roads. These regulations will set minimum design standards to be followed by individuals, corporations, and developers who wish to construct a road and turn the road over to the County for perpetual maintenance.

No roads, either in subdivisions or on private land, will be accepted by the County for perpetual maintenance that do not meet the requirements of these minimum standards of design set forth herein.

##### SECTION 2. Coordination with other Government Agencies

Craighead County recognizes the authority of municipalities to exercise planning jurisdiction. Any municipality may under Act 308 of the Arkansas General Assembly set Minimum design standards for roads and subdivisions within its jurisdiction.

#### ARTICLE II

##### SECTION 1. Definitions

###### (A) Subdivision

## **ARTICLE III. PROCEDURE FOR PLAT APPROVAL**

### **SECTION I. Preliminary Plat**

- (A) The preliminary plat shall give the following information when possible:
1. The proposed subdivision name and location, the bearings and distance of its boundaries, the name and address of the owner or owners and the name of the designer.

### **SECTION 2. Final Plat**

- (A) Adequate provision for drainage of surface water shall be made by the subdivider and shown on the plan, and he shall, when required by the County Judge, file with the County Court a description, specifications and drawings prepared by a registered civil engineer which shall be adequate to provide drainage for area subdivided and for adjacent areas affected by drainage across or from such a tract.

## **ARTICLE IV**

### **GENERAL REQUIREMENTS AND MINIMUM STANDARDS OF DESIGN**

#### **SECTION 1. Roads**

- (A) The location and width of all streets and roads shall conform to the Craighead County road plan. Road standards shall be as follows:
1. 60 Foot Right of Way.
  2. 30 Foot Road Bed.
  3. 15 Foot Ditches where necessary (as directed by County Road Superintendent).
  4. 18 Inch Minimum diameter on driveway tiles.
  5. 80 Foot Turn around on dead end roads (15' right of way outside circle of cul de sac).
  6. 10 Inches Total Compacted Aggregate with compaction test, (or at least 4 inches of SB2 + 6 inches of red clay gravel for total 10").
  7. Front slope on ditches 3.1 (where necessary) also, erosion control measures as directed by the County Road Superintendent.
  8. Back slope on ditches 2.1 (where necessary) also, erosion control measures as directed by the County Road Superintendent.
  9. All new roads in any subdivision shall be 100% complete before County will take into county road system.
  10. All new roads shall have a 911 address.
  11. All petitions shall be filed with the County Clerk (Public Record).
  12. Items 3 and 7 shall be according to the terrain.
  13. Utility cuts made on county hard surface must be approved by the County Road Superintendent.

14. Any new subdivision road that intersects with hard surface road shall also be hard surface.
- (B) The proposed street system shall extend existing streets of projections at the same or greater width, but in no case less than the required minimum width. Half streets will be permitted.
- (C) Liability of Developer: Any person or owner of property who shall subdivide property for the purpose of selling lots, shall be responsible for providing access for each lot to an approved, accepted road.
- (D) The Craighead County Judge has the authority to act on any questions or issues that have not been addressed in this document.

#### ARTICLE V

The unincorporated areas of Craighead County are growing and a substantial number of residences and other structures are being constructed, and it is necessary that Craighead County provide guidance, rules and laws for the orderly organization, construction, and safety of property and the population in the unincorporated areas of the county, and it is of importance to the County that subdividers supply safe, sanitary and adequate water supply for domestic use and to improve fire protection for our citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF CRAIGHEAD COUNTY, ARKANSAS THAT:

1. Any new construction of water mains on roads petitioning county acceptance must have a fire hydrant within 1,000 road feet of any structure, lots or tracts of land upon which construction may occur.
2. New water mains in a residential subdivision shall be at least 4 inches in diameter as per City Water and Light specifications.
3. New fire hydrants in or serving a residential subdivision must meet City Water and Light current specifications on file at the Arkansas Department of Health at the time of the construction. This Ordinance shall be effective with regard to all water lines constructed in or serving a residential subdivision served by water distribution organizations serving the rural areas of Craighead County.
4. DEFINITION OF SUBDIVISION: SEE ARTICLE II.

Dated this 12<sup>th</sup> day of December, 2006.

Approved: Dale G. Haas  
Dale G. Haas  
Craighead County Judge

Attest: Nancy Nelms  
Nancy Nelms  
Craighead County Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE QUORUM COURT OF CRAIGHEAD COUNTY TO  
CHANGE THE DISTRIBUTION OF ALLOCATED GENERAL SALES TAX REVENUE**

**WHEREAS**, Craighead County receives a portion of the one cent general sales tax collected county-wide, and

**WHEREAS**, once received the portion of sales tax is allocated utilizing the following formula: 60% of the monthly distribution is deposited into the County Road Department Fund and 40% of the monthly distribution is deposited into the County General Fund, and

**WHEREAS**, the above allocation is adopted each year in the Budget Appropriation Ordinance that outlines the distribution of anticipated revenue, and

**WHEREAS**, the Finance Committee has recommended to the Quorum Court a change in the distribution of the allocated general sales tax for Craighead County.

**NOW THEREFORE, BE IT RESOLVED**, by the Quorum Court of the County of Craighead, State of Arkansas that distribution of the sales tax revenue is distributed as follows:

\_\_\_\_\_ % General          \_\_\_\_\_ % Road Department Fund          \_\_\_\_\_ % Capital Fund

Dated this 27<sup>th</sup> day of April, 2015.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kade Holliday  
County Clerk

\_\_\_\_\_  
Ed Hill  
County Judge



**AGREEMENT  
BETWEEN  
ARKANSAS GAME AND FISH COMMISSION  
AND  
CRAIGHEAD COUNTY, ARKANSAS**

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2015, between the **ARKANSAS GAME AND FISH COMMISSION**, a constitutional agency of the State of Arkansas whose address is 2 Natural Resources Dr., Little Rock, AR 72205 (“the Commission”) and the **CRAIGHEAD COUNTY, ARKANSAS**, a political subdivision of the state whose address is Craighead County Courthouse Annex, 511 Union, Room 119, Jonesboro, Arkansas 72401 (“the County”) and is effective from the date of signing by both parties hereto.

**WHEREAS**, pursuant to Amendment 35 of the Constitution of Arkansas, the Commission is vested with the control, management, restoration, conservation and regulation of the birds, fish, game, and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of the Commission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support; and

**WHEREAS**, it is the desire of the County and the Commission to cooperate for the purpose of enhancing sport fishing and providing public fishing opportunities in Craighead County, Arkansas; and

**WHEREAS**, on February 8, 2001, the Commission acquired approximately 276 acres of land in Craighead County, Arkansas, as described herein and as authorized by Minute Orders 0-138 (dated November 16, 2000) and 00-153 (dated December 21, 2000), at a cost of \$689,500.00 for the purpose of providing real estate upon which the County could construct a lake that would be open to the public for fishing and other recreation (“the Premises”); and

**WHEREAS**, in return for the Commission’s acquisition of the Lake Bono property, the County replaced four wooden bridges to Hatchie Coon Island within the St. Francis Sunken Lands Wildlife Management Area with four permanent concrete bridges at a cost of \$568,045.00; and

**WHEREAS**, the County has constructed a water control structure and a 75-acre lake bed on the Lake Bono property, costing approximately \$4,882,566.83 for benefit of the public and fish and wildlife conservation; and

**WHEREAS**, the water control gates for the lake were closed on April 14, 2014; and

**WHEREAS**, the parties expect it to take approximately one (1) year for the lake to fill after closing the water control gates, and the suitability of the lake for recreational fishing purposes will not be fully known until approximately two (2) years after the lake reaches full pool (325.0 mean sea level); and

**WHEREAS**, on [DATE], the Quorum Court of Craighead County, Arkansas, adopted Resolution No. \_\_\_\_\_ authorizing the County Judge to (1) enter into an agreement for a term not to exceed one (1) year with the Commission for the primary purpose of opening, operating, and maintaining a lake on the Lake Bono property that shall be open to the public for recreational fishing and for the secondary purpose of providing opportunity for watching wildlife and other activities related to fish, wildlife, conservation and conservation education activities; (2) accept conveyance of the property described herein from the Commission to the County upon the terms and conditions and for the consideration stated herein; and (3) upon conveyance, enter into a Memorandum of Agreement concerning the management of the Lake Bono fishery; and

**WHEREAS**, on [DATE] the Arkansas Game and Fish Commission, meeting in regular session in Little Rock, Arkansas, authorized its Director by Minute Order # 15-\_\_\_\_\_ to (1) enter into an agreement for a term not to exceed one (1) year with the County for the primary purpose of opening, operating, and maintaining a lake on the Lake Bono property that shall be open to the public for recreational fishing and for the secondary purpose of providing opportunity for watching wildlife and other activities related to fish, wildlife, conservation and conservation education activities; (2) convey the property described herein to the County upon the terms and conditions and for the consideration stated herein; and (3) upon conveyance, enter into a Memorandum of Agreement concerning the management of the Lake Bono fishery.

**NOW, THEREFORE**, the Commission and the County, in exchange for the mutual obligations and covenants contained herein, hereby mutually agree as follows:

## **I. SCOPE OF AGREEMENT**

**A. Purpose of Agreement.** The Commission and the County agree to cooperate for the purpose of enhancing sport fishing and providing public fishing opportunity in Craighead County, Arkansas, by constructing, opening, operating, and maintaining a lake to be known as Lake Bono located in Craighead County, Arkansas, as further described herein, that shall be

open to the public free of charge for recreational fishing and for the secondary purpose of providing opportunity for watching wildlife and other activities related to fish and wildlife conservation and conservation education activities. The parties' specific obligations in furtherance of this cooperation are set forth herein.

**B. Term.** This Agreement shall commence on [DATE], and shall extend for an essential term of no more than one (1) year, ending at 11:59 p.m. on [DATE] or upon the Closing as described herein, whichever is earlier.

**C. The Premises.** The lake to be known as Lake Bono shall be located upon the property described in Exhibits "A" and "B," which are attached hereto and incorporated herein.

## **II. CONVEYANCE OF PREMISES**

**A. Agreement to Convey.** The Commission agrees to convey and the County agrees to accept conveyance of the Premises for the consideration, on the terms, and subject to the conditions hereinafter set forth.

**B. Consideration.** The Commission agrees to accept as adequate consideration for the conveyance of the Premises the County's replacement of four wooden bridges to the Hatchie Coon Island within the St. Francis Sunken Lands Wildlife Management Area with four permanent concrete bridges at a cost of \$568,045.00, the County's construction of Lake Bono, at a cost of approximately \$4,882,566.83, which has both public and fish and wildlife benefits, and the County's conveyance of a conservation easement obligating the County to keep the lake to be located on the Premises open to the public free of charge for recreational fishing and to use the land surrounding the lake for fish and wildlife conservation purposes as set forth in the Title Documents.

**C. The Closing.** The consummation of the conveyance contemplated herein (the "Closing") shall take place at a mutually agreeable time and place on or before but not later than one (1) year from the execution of this Agreement.

**D. Title Documents.** At the Closing, AGFC shall execute and deliver to the County a General Warranty Deed in the name of the County conveying good and merchantable title to the Premises free of all liens, encumbrances, rights, conditions and easements, except it shall be subject to all recorded restrictions and easements, if any. The General Warranty Deed shall be in substantially the same form as the deed attached hereto as Exhibit "C." In addition, at Closing,

the County shall execute and deliver to AGFC a Conservation Easement in the name of AGFC by which the County promises that the Premises will remain open to the public free of charge for the primary purpose of recreational fishing and for the secondary purpose of providing opportunity for watching wildlife and other activities related to fish, wildlife, conservation and conservation education activities for the term stated therein. The Conservation Easement shall be in substantially the same form as the easement attached hereto as Exhibit "D."

### **III. THE PARTIES' OBLIGATIONS**

**A. Joint Obligations.** During the term of this Agreement, the Commission and the County agree to:

1. Hold a pre-operation conference upon the execution of this Agreement at which both of the parties' authorized personnel will thoroughly discuss key construction and operation related issues.

2. Use the Premises for the primary purpose of constructing, operating, and maintaining a lake that will be open to the public free of charge for recreational fishing and for the secondary purpose of providing opportunity for watching wildlife and other activities related to fish and wildlife conservation and conservation education activities, and for no other purposes or uses.

3. Keep the lake open to the public "free of charge." The parties understand that the County may charge admission fees for unique programming and special events conducted on the Premises; however, the lake shall remain open "free of charge" for fishing even during unique programming or special events for which the County charges an admission fee.

4. Prohibit the construction by third parties of any boat docks, fishing piers, boat slides, or any other structures on the Premises ("trespassing structures").

5. Comply with all local, state and federal laws and regulations including, but not limited to, laws that prohibit discrimination on the basis of race, sex, color, creed, national origin, age, or disability.

**B. The County's Obligations.** The County agrees to:

1. Be solely responsible for the construction, maintenance, repair and operation of the Premises and its infrastructure and improvements, specifically including the lake to be known as Lake Bono.

2. Maintain in good standing at its expense all required licenses, permits, agreements, and government approvals, specifically including a valid dam operation permit from the Arkansas Natural Resources Commission, and maintain and operate the lake to be known as Lake Bono in strict accordance with such licenses, permits, agreements and government approvals.

3. Address all areas of concern related to erosion of the dam embankment, including armoring, grading and seeding, and erosion that has occurred in the southern portion of the lake.

4. Manage and operate the lake to be known as Lake Bono, specifically including maintaining the dam, performing bank stabilization activities, and monitoring and managing lake water levels.

5. Obtain written approval from the Commission before constructing improvements upon the Premises, and construct, maintain, and repair any improvements to the Premises consistent with all applicable local, state and federal laws and regulations.

6. Provide for the security of the Premises, including setting hours of operation, as necessary to protect the lake, the improvements, and the personnel on the Premises; provided the public shall be afforded reasonable access to the Premises for activities related to fish, wildlife, conservation and conservation education activities. Notwithstanding the foregoing, except in the case of an emergency or with prior written approval from the Commission, the Premises shall remain open at all times for fishing. If exterior areas require security needs, such as gate locks, access will be provided to the Commission for emergency access.

7. Provide receptacles for the disposal of trash, litter, refuse and debris; furnish scheduled trash pick-up from the Premises; and employ reasonable clean-up measures to keep the Premises free from trash, litter, refuse and debris.

8. Provide connections for and pay the cost of utility services, including sewer, electrical, and water, for the Premises and improvements, if the County deems such services necessary.

9. Notify the Commission of the presence of trespassing structures within five (5) business days of learning of the presence of such structures, and assist the Commission in effecting the removal of such trespassing structures.

10. Obtain and maintain any insurance coverage for the lake and associated improvements that may be desired by the County. In the event of any claim occasioned by fire

loss, natural disaster, or the partial or total destruction of the lake or associated improvements for any reason whatsoever, the proceeds, and the use of the proceeds, of any applicable insurance coverage purchased by the County shall belong solely to the County, provided that in the event of a loss, if proceeds are available for clearing or cleaning the Premises, and the Commission is required or requested by the County to perform such a service, the County shall reimburse the Commission for all of the Commission's actual costs and expenses in clearing, cleaning, and disposing of debris, trash, waste, and other materials resulting from the loss.

11. Conduct its activities and operations on the Premises in compliance with all applicable regulations, rules, and laws of any governmental authority with jurisdiction over the Premises.

12. Not to commit waste, nor permit waste to result or to be done to or upon the Premises; nor store or permit to be stored thereon or therein any explosives which would increase the fire hazard; and not to operate or cause to be operated, or allow to exist thereon or therein, any public or private nuisance.

13. Accept conveyance of the Premises from the Commission and grant a conservation easement in substantially the same form as Exhibit "D" to the Commission at the Closing.

**C. The Commission's Obligations.** The Commission agrees to:

1. Grant the County permission to construct, operate, and maintain a lake on the Premises.

2. Provide, maintain, and manage initial and subsequent stockings of fingerling fish and catchable catfish, as deemed appropriate by the Commission's Director in consultation with Commission staff based upon the fish resources reasonably available and the capability of the lake to provide an environment suitable to a sustainable sport fishery. The Commission may provide, but is not obligated to provide during the term of this Agreement, fishery habitat enhancement for the lake.

3. Construct and maintain a hard surface single-lane boat access ramp and a gravel parking area and access road at a mutually-agreeable location on the Premises prior to the Closing.

4. Periodically monitor the water level of Lake Bono using methods in the sole discretion of the Commission for purposes of determining suitability of further developing a sport fishery in the lake.

5. Provide for regulation of the fish and wildlife on the Premises in its Code of Regulations.

6. Provide wildlife officer services for the Premises to protect the fish, wildlife and habitat on the Premises.

7. Remove any trespassing structures constructed by third parties on the Premises.

8. Convey the Premises to the County on or before the termination of this Agreement.

**D. The Parties' Obligations after Closing.** After the Closing, the parties shall have no further obligations to each other except for those obligations specifically set forth in a Memorandum of Agreement and a Conservation Easement executed by them at the Closing. The Memorandum of Agreement shall be in substantially the same form as the document attached hereto as Exhibit "E."

#### **IV. ADDITIONAL TERMS AND CONDITIONS**

**A. Default.** If the County defaults as to any covenant herein provided for a period of ninety (90) days or longer after receipt of written notice from the Commission specifying such default, or if the County fails to take possession of the Premises within ninety (90) days after commencement of the Agreement, or should the County abandon the Premises or cease operation of Lake Bono, or should the County fail to obtain and maintain in good standing all required licenses, permits, agreements, and governmental approvals, then the Commission shall have, in addition to all other remedies allowed by law, the right to (1) reenter the Premises and take possession of same and all improvements thereon and terminate the Agreement or (2) accelerate the Closing and convey the Premises to the Commission and terminate this Agreement.

**B. Non-Waiver.** It is agreed that the failure of the Commission to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by the County under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the Commission from invoking such remedies in the event of any future breach or default by the County.

**C. Liability and Hold Harmless.**

1. It is the intent of the parties that the provisions of Arkansas Code Ann, §§ 18-11-304 through 18-11-306 shall be applicable to the fullest extent of the law for the joint benefit of the Commission and the County so that neither shall be liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, whether agents, servants, employees, licensees, permittees, invitees or representatives of the Commission or the County, or whether such person or persons shall be on said lands or water with the permission or at the sufferance of said Commission or County under the terms of this Agreement.

2. To the extent permitted by Arkansas law, the Commission agrees that it will hold harmless the County, its Quorum Court members, officers, and employees from or against any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature which may result directly from and be attributable to the Commission's activities or performance under this Agreement, including for any negligence or fault of its employees or agents. Any claims asserted against the Commission shall be submitted to the Arkansas State Claims Commission for adjudication. Furthermore, notwithstanding the foregoing, the Commission agrees that: (a) it will cooperate with the County in the defense of any action or claim brought against the County seeking the foregoing damages or relief; (b) it will in good faith cooperate with the County should any third party present any claims of the foregoing nature against the County to the Claims Commission of the State of Arkansas; and (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature.

3. To the extent permitted by Arkansas law, the County agrees that it will hold harmless the Commission, its Commissioners, Director, and employees from or against any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature which may result directly from and be attributable to the County's activities or performance



under this Agreement, including for any negligence or fault of its employees or agents. Furthermore, notwithstanding the foregoing, the County agrees that: (a) it will cooperate with the Commission in the defense of any action or claim brought against the Commission seeking the foregoing damages or relief; (b) it will in good faith cooperate with the Commission should any third party present any claims of the foregoing nature against the Commission to the Claims Commission of the State of Arkansas; and (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature.

4. Notwithstanding any of the foregoing, nothing contained in this paragraph shall be construed as an admission of liability or a waiver by the Commission of its sovereign immunity or by the County of its statutory immunity. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

**D. Notice.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses or at such other addresses as may be designated in writing by the parties:

**THE COMMISSION:**

To: Arkansas Game and Fish Commission  
Attention: Director  
#2 Natural Resources Drive  
Little Rock, Arkansas 72205

And copy to: Arkansas Game and Fish Commission  
Attention: General Counsel  
#2 Natural Resources Drive  
Little Rock, Arkansas 72205

**THE COUNTY:**

To: Craighead County, Arkansas  
Attention: County Judge  
Craighead County Courthouse Annex – 511 Union, Room 119  
Jonesboro, Arkansas 72401

And copy to:

**E. No Partnership, Joint Venture, or Enterprise.** The parties agree that they are not entering into a legal partnership, joint venture, or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain.

**F. Condemnation.** If the Premises should be condemned during the term of this Agreement by any entity with the power to condemn the Premises, then the Commission and the County shall share the proceeds of the condemnation as follows:

1. For any portion of the Premises submerged by the waters of Lake Bono, the Commission shall receive that portion of the condemnation proceeds equal to the purchase price it paid in acquiring the acreage to be condemned. Any remaining condemnation proceeds shall be apportioned between the Commission and the County in proportion to their respective financial contributions to the capital costs of the portion of the Premises to be condemned and any improvements thereto.

2. The Commission shall receive all proceeds of the condemnation of any portion of the Premises not submerged by the waters of Lake Bono.

**G. Assignment.** The County shall not assign this Agreement without the prior written consent of the Commission.

**H. Succession.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

**I. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Agreement, as if such invalid or unconstitutional provision was not originally a part of this Agreement.

**J. Interpretation / Venue.** This Agreement shall be interpreted according to, and enforced under, the laws of the State of Arkansas. The venue for any challenge or action arising under this Agreement shall be in Pulaski County, Arkansas.

**K. Multiple Originals.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**L. Authority to Execute Agreement.** The officials who have executed this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and the Commission, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

**M. Captions.** The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph.

**N. Amendments to Agreement.** The County and the Commission agree that this Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the authorized representatives of both the County and the Commission; provided, that a change to the notice provisions do not require joint signatures, but merely a written verification of any change in address.

**O. Complete Agreement.** This Agreement (and its attachments) constitutes the complete agreement of the parties and supersedes all prior agreements, contracts and understandings between the parties relating to the subject matter hereof.

**IN WITNESS WHEREOF,** the parties hereto set their hands and seals on the date found below their respective signatures.

**CRAIGHEAD COUNTY, ARKANSAS**

**ARKANSAS STATE GAME AND FISH  
COMMISSION**

**BY: \_\_\_\_\_**  
**ED HILL, COUNTY JUDGE**

**BY: \_\_\_\_\_**  
**MIKE KNOEDL, DIRECTOR**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**KADE HOLLIDAY, COUNTY CLERK**

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**[NAME]**

\_\_\_\_\_  
**JAMES F. GOODHART**

**COUNTY ATTORNEY**

**GENERAL COUNSEL**

DRAFT

**ACKNOWLEDGMENT**

State of Arkansas

County of Craighead

On this day before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Ed Hill and Kade Holliday** (being the person or persons authorized by said Craighead County to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that they are the County Judge and County Clerk, respectively, of Craighead County, Arkansas, and are duly authorized in their respective capacities to execute the foregoing instrument(s) for and in the name and behalf of said county, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Notary Public)

(SEAL)

**ACKNOWLEDGMENT**

State of Arkansas

County of Pulaski

On this day before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Mike Knoedl**, (being the person or persons authorized by said Arkansas State Game and Fish Commission to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the Director of the Arkansas State Game and Fish Commission, a constitutional agency of the State of Arkansas, and was duly authorized in his respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said Arkansas State Game and Fish Commission, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Notary Public)

(SEAL)

## **EXHIBIT A**

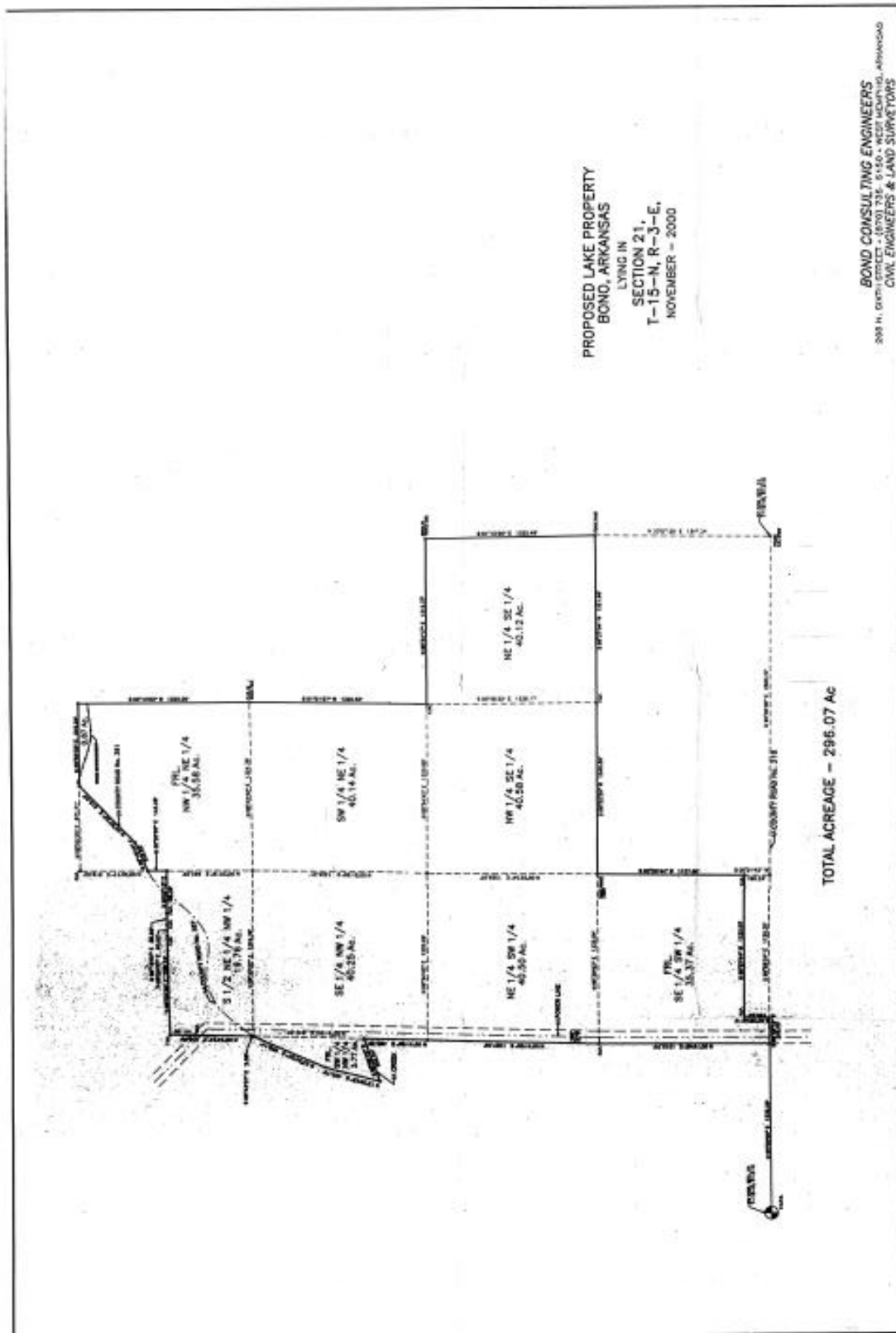
### **LEGAL DESCRIPTION**

Part of Section 21, Township 15 North, Range 3 East, Craighead County, Arkansas, being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 21, Township 15 North, Range 3 East; thence North 00 degrees 16'40" East a distance of 1315.70 feet; thence North 00 degrees 41'50" East a distance of 1807.93 feet to a point in the center line of a creek, said point being on the West line of the Southeast Quarter Northwest Quarter of Section 21; thence South 68 degrees 58'16" West along the center line of said creek a distance of 358.24 feet; thence North 13 degrees 35'53" East along the center line of County Road No. 361 a distance of 429.70 feet; thence North 23 degrees 24'23" East a distance of 608.14 feet; thence South 89 degrees 43'37" East a distance of 2.08 feet to the Southwest corner of the South Half of the Northeast Quarter of the Northwest Quarter of Section 21; thence North 00 degrees 34'23" East along the West line of said South Half of the Northeast Quarter of the Northwest Quarter a distance of 638.99 feet to an iron rod; thence North 88 degrees 00'36" East a distance of 789.14 feet to an iron rod; thence North 89 degrees 29'57" East a distance of 90.02 feet to an iron rod; thence North 89 degrees 16'54" East a distance of 89.96 feet; thence North 89 degrees 57'13" East a distance of 353.26 feet to a point on the West line of the Northwest Quarter of the Northeast Quarter of Section 21; thence North 00 degrees 20'20" East along said West line a distance of 143.28 feet to a point on the center line of County Road No. 361; thence along said center line North 66 degrees 18'49" East a distance of 246.92 feet; thence North 46 degrees 50'33" East a distance of 615.03 feet to a point on the North line of the Northwest

Quarter of the Northeast Quarter of Section 21; thence North 89 degrees 55'35" East a distance of 649.84 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 13'00" West a distance of 1320 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence South 01 degrees 01'27" West a distance of 1320.83 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 21; thence North 89 degrees 34'17" East a distance of 1312.37 feet to the Northeast corner of the Northeast Quarter of the Southeast Quarter; thence South 01 degrees 13'20" East a distance of 1325.49 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 21; thence South 89 degrees 27'04" West a distance of 1321.99 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 21; thence South 89 degrees 32'26" West a distance of 1340.35 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 21; thence South 00 degrees 20'44" West a distance of 1127.60 feet along the East line of the Southeast Quarter of the Southwest Quarter of Section 21 to a pipe; thence North 89 degrees 57'44" West a distance of 1123.03 feet; thence South 00 degrees 58'56" West a distance of 196.54 feet to the South line of Section 21; thence South 89 degrees 52'15" West a distance of 209.00 feet to the point of beginning, subject to a power line and County road easement, LESS AND EXCEPT ALL THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER WHICH LIES NORTH OF COUNTY ROAD 361.



# **EXHIBIT B** **MAP OF PREMISES**



**EXHIBIT C**

**GENERAL WARRANTY DEED**

DRAFT

**EXHIBIT D**

**CONSERVATION EASEMENT**

DRAFT

**EXHIBIT E**

**MEMORANDUM OF AGREEMENT**

DRAFT

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ARKANSAS STATE GAME AND FISH COMMISSION  
AND  
CRAIGHEAD COUNTY, ARKANSAS**

**THIS AGREEMENT** is made and entered into between the Arkansas State Game and Fish Commission (hereinafter referred to as “AGFC” or the “Commission”) and Craighead County, Arkansas (hereinafter referred to as “the County”).

**WITNESSETH:**

**WHEREAS**, pursuant to Amendment 35 to the Constitution of Arkansas, AGFC is vested with the control, management, restoration, conservation and regulation of the birds, fish, game and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of the Commission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support; and

**WHEREAS**, the County is a political subdivision of the State of Arkansas; and

**WHEREAS**, on February 8, 2001, the Commission acquired approximately 276 acres of land in Section 21, Township 15 North, Range 2 East, Craighead County, Arkansas, for the purpose of providing real estate upon which the County could construct a lake that would be open to the public for fishing and other recreation (“the Lake Bono property”); and

**WHEREAS**, the County constructed a 75-acre lake on the Lake Bono property (“Lake Bono”) and closed the gates to its water control structure on April 14, 2014; and

**WHEREAS**, on [DATE] the Commission transferred ownership of the Lake Bono property to the County and the County granted the Commission a conservation easement on the Lake Bono property pursuant to the Agreement between Arkansas Game and Fish Commission and Craighead County, Arkansas, executed by the parties on [DATE]; and

**WHEREAS**, it is the desire of the County and AGFC to cooperate for the purpose of enhancing sport fishing and providing public fishing opportunities in Craighead County, Arkansas, by creating and maintaining a sport fishery in Lake Bono;

**NOW, THEREFORE**, AGFC and the County, in exchange for the mutual obligations and covenants contained herein, agree as follows:

**I. Scope of Agreement**

**A. The AGFC agrees to:**

1. Provide, maintain, and manage fish and wildlife resources for Lake Bono, including habitat enhancement and stocking of fish, as set forth in the Lake Bono Fisheries

Management Plan executed by the parties and attached hereto and incorporated herein as Exhibit "A." Fisheries management activities shall be adapted to the environmental characteristics of the lake (including, but not limited to, water level and depth, shoreline erosion, water retention, turbidity, etc.) to optimize fisheries performance for the public. The Commission is not obligated to take any extraordinary actions to provide and maintain a sport fishery.

2. Enlarge and maintain the hard surface boating access ramp, gravel parking area and access road to mutually agreeable specifications and at mutually agreeable locations on Lake Bono. Subject to appropriation by the Arkansas General Assembly and funding availability, the Commission will begin construction of these improvements within two years of the its determination referenced in C.1. below.
3. Subject to Lake Bono (a) achieving and maintaining an adequate water level and average depth to provide a sustainable recreational fishery and year-round boat launching and public access from a fixed elevation fishing pier, and (b) receiving substantial public fishing use, both as determined by the Commission, provide Marine Fuel Tax funds to pave with asphalt the access road (between County Road 361 and the parking area adjacent to the boat access ramp) and approximately one-mile of County Road 361 (from the intersection of County Roads 361 and 318 to the access road), and improve and maintain a hard surface parking area adjacent to the boat access ramp at Lake Bono. Subject to appropriation by the Arkansas General Assembly and Marine Fuel Tax Funds availability, the Commission will begin construction of these improvements within two years following its determination referenced in C.1. below.
4. Maintain the boating access area by mowing grass, picking up litter, refuse, and debris, and providing trash receptacles and scheduled trash pick-up.
5. Provide for regulation of the fish and wildlife at Lake Bono in its Code of Regulations.
6. Provide wildlife officer services in cooperation with, and to assist, county and local law enforcement to protect the fish, wildlife and habitat at Lake Bono.
7. Periodically monitor the water level of Lake Bono using methods in the sole discretion of the Commission for purposes of determining suitability of development and continued maintenance of the amenities described in A.3. above
8. Meet annually with the County to review fisheries management, access development and improvement and any other topics of mutual interest related to Lake Bono.

**B. The County agrees to:**

1. Grant AGFC and its agents, employees and assigns, permission to enter on, over and across the site for the purposes set forth herein.
2. Be solely responsible for the maintenance, repair, and operation of Lake Bono and its infrastructure, specifically including: maintaining, repairing, and operating the dam and water control structure; performing erosion control, bank stabilization, and revegetation

activities; monitoring and managing lake water levels; and providing groundskeeping (including grass mowing, trash pick-up, etc.) for the Lake Bono property, except as stated in A.4 above regarding the boating access area.

3. Except in the case of emergency, keep the lake open to the public at all times “free of charge” for recreational fishing. The parties understand that the County may charge admission fees for unique programming and special events conducted on the land surrounding Lake Bono; however, the lake shall remain open “free of charge” for fishing even during unique programming or special events for which the County charges an admission fee.
4. Prepare for asphalt paving that portion of County Road 361 described in A.3 above.
5. Maintain in good standing at its expense all required licenses, permits, agreements, and government approvals, specifically including a valid dam operation permit from the Arkansas Natural Resources Commission, and maintain and operate the lake in strict accordance with such licenses, permits, agreements, and government approvals.
6. Comply with all local, state, and federal laws and regulations, including but not limited to, laws that prohibit discrimination on the basis of race, sex, color, creed, national origin, age, or disability.
7. Accept sole responsibility for all manner of claims, causes of action or liability arising out of any accident, injury or damage to the County, its equipment or property, its employees or agents, and to any third party’s person or property while conducting any activity related to this Agreement. AGFC shall not be liable for injuries or damages because of any action of any individual or organization in connection with this work.
8. To the extent permitted by Arkansas law, hold harmless, defend, and indemnify AGFC, its Commissioners, Director, and employees from or against for any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, the County’s activities or performance under this Agreement. Furthermore, notwithstanding the foregoing, the County agrees that: (a) it will cooperate with AGFC in the defense of any action or claim brought against AGFC seeking the foregoing damages or relief; (b) it will in good faith cooperate with AGFC should any third party present any claims of the foregoing nature against AGFC to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. Nothing in this Agreement shall be deemed or construed as an admission of liability or as a waiver of any sovereign immunity of either party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

9. Meet annually with the Commission to review fisheries management, access development and improvement and any other topics of mutual interest related to Lake Bono.

### **C. Obligations Conditional.**

1. The parties acknowledge that, at the time of execution of this Agreement, it is unknown whether Lake Bono will achieve and maintain an adequate water level and average depth to provide a sustainable recreational fishery and year-round boat launching and fishing from a fixed elevation fishing pier. The parties believe that an initial determination of lake level performance may be made within two (2) years after the lake has achieved full pool (325.0 mean sea level). The Commission shall not be obligated to enlarge and pave the boating access parking area, construct the courtesy dock and fishing pier, or pave the lake access roads until after such positive determination has been made by the Commission.
2. Should the Commission determine at any time that Lake Bono is unable to fulfill the primary goals of providing a sustainable recreational fishery and year-round boating and fishing accessibility, then upon providing thirty (30) days written notice, this Memorandum of Agreement shall terminate and the parties' obligations hereunder shall cease.

## **II. Term**

This Agreement shall become effective as soon as signed by both parties and shall remain in force for an initial term of twenty-five (25) years, unless terminated earlier in accordance with its terms herein, and may be extended by mutual agreement of the parties.

## **III. Termination**

This Agreement may be terminated by the Commission upon thirty (30) days written notice. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **IV. Amendment**

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

## **V. Notices**

Any notices required hereunder shall be addressed as follows:

### **To County:**

Craighead County, Arkansas  
Attention: County Judge

### **To AGFC:**

Arkansas Game and Fish Commission  
Attention: Director



Craighead County Courthouse Annex – 511  
Union, Room 119  
Jonesboro, Arkansas 72401

2 Natural Resources Dr.  
Little Rock, AR 72205

With copy to:

With copy to:  
Arkansas Game and Fish Commission  
Attention: General Counsel  
2 Natural Resources Dr.  
Little Rock, AR 72205

## **VI. Miscellaneous**

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon either of the parties.
- B. It is the intent of the parties that Arkansas Code Ann. §§ 18-11-304 through 18-11-306 shall be applicable to the fullest extent of the law so that AGFC and the County shall not be liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, whether such person or persons shall be on the subject lands or water with the permission or at the sufferance of the County or AGFC.
- C. By the signing of this Agreement, the parties assure and certify that they will comply with Title IV of the Civil Rights Act of 1964 (P-L88-352) and that in accordance with that Act, no person in the United States shall, on grounds of race, color, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in this project.
- D. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and the Commission, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas. With respect to any claim for monetary damages against the Commission, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.
- F. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

**ARKANSAS STATE GAME AND FISH  
COMMISSION**

**CRAIGHEAD COUNTY, ARKANSAS**

By: \_\_\_\_\_  
Mike Knoedl, Director

By: \_\_\_\_\_  
Ed Hill, County Judge

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTESTED TO:

By: \_\_\_\_\_  
Kade Holliday, County Clerk

**EXHIBIT A**

**LAKE BONO FISHERIES MANAGEMENT PLAN**

DRAFT