

Quorum Court Minutes

1/12/2015

FILED
JAN 13 2015
KADE HOLLIDAY
COUNTY & PROBATE COURT CLERK

**AGENDA
CRAIGHEAD COUNTY QUORUM COURT
COMMITTEE MEETINGS
JANUARY 12, 2015
7:00 P.M.**

Assembly and Prayer

Roll Call

Public Service Committee:

- a. Discussion of any current business.

Finance and Administration Committee:

- a. The County Assessor will address the Finance Committee.
- b. Review of financial reports and discussion of any current financial matters.

Roads and Transportation Committee Meeting:

- a. County Road Superintendent Eugene Neff will update the committee concerning roads and bridges in the county.

January 12, 2015 Quorum Court Meeting

11 Justices of the Peace present. Justice Billie Sue Hoggard and Justice Josh Longmire absent. Judge Ed Hill called the meeting to order.

Distributed to the Court was the Monthly Road Report – *Appendix 1*.

Distributed to the Court was the Monthly Sheriff's Report – *Appendix 2*.

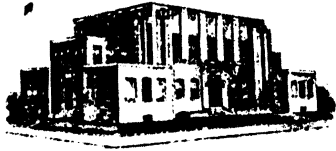
Judge Ed Hill addressed the Court on the subject of a trip to Washington, DC that takes place April 22nd through April 24th. He encouraged those who were interested in the trip to call the Judge's Office for information. Justice Barbara Weinstock shared her experience of the trip from the previous year, stating it was a good opportunity to speak with staff and officials about the subjects that effect our area.

Judge Hill distributed to the Court a draft of the Arkansas Game and Fish Commission Agreement – *Appendix 3-1 & 3-2*. He encouraged the Court to read the draft and be prepared with comments or questions at the next meeting.

Sheriff Marty Boyd addressed the Court on the capacity of the Detention Center. With the jail reaching maximum capacity Boyd said the Detention Center may have to close and wanted to inform the Court in advance.

Judge Ed Hill announced the members of the three subcommittees to the full court. – *Appendix - 4*

Justice Terry Couch moved to adjourn to committees, Justice Jim Bryant seconded. All were in favor and the meeting stood adjourned at 7:20pm.



**Craighead County
Highway Department**
2800 Moore Road
Jonesboro, AR 72401
870-933-4510

Appendix -1



**December
Road Report
2014**

During the month of December a total number of gravel 6,478 yards of gravel from Spurlock pit, a total number 546.65 tons of chat from Bradley's, and a total 773.52 tons of slag from Phoenix was hauled to the following locations:

East

A total number 4,318 yards of gravel was hauled in the Eastern side

522	575	581	520	880	809	969	804	960	959	970	910	912
	927	914	937	970	969	916	912	906	672	979	808	

West

A total humbler 2,088 yards of gravel was hauled in the western side

706	703	189	179	246	194	171	192	170
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Bay School

29 tore building down, hauled off building material to Legacy landfill 25 loads
30 finished tearing building down and hauled off 7 loads to legacy landfill
Hauled brick and concrete for wash out to CR 307

Bridge CR 910

8 Start bridge on CR 910
9 Bridge on CR 910, dug end bent, removed old bridge, hauled pile and I-beams and drilled to job.

Bridge on CR 307

31 hauled 15 loads of scrap concrete around bridge

City of Bono

2 & 3 dug out soft spots and hauled in chat and helped on Carson Street for street overlay

City of Black Oak

15 hauled 1 load of chat for the city

City of Bay

15 hauled 10 chat loads to Baker Street

Ditch Work & tile work (all tiles are on the county right-of-way)

2 tree and rip on CR 114 (Hoss)
Ditch on CR 959 (Dale)
3 ditch on 959 (Hoss & Dale)
4 ditch on 960 (Hoss & Dale) tree out of ditch CR 751
8 ditch on 960(Dale)
9 ditch 960/961(Hoss & Dale)
Road ditch dug on 817(Hoss)
10 ditch on 808 (Hoss)
Ditch on 804(Dale)
11 ditch on 672 (Hoss)
Ditch on 910-bridge(Dale)
15 ditch on 672 & driveway tile (Hoss)
Ditch on 831(Dale)
17 ditch on 672(Hoss)
Ditch on 524(Dale)
Tile on CR 407 driveway
22 24x40 Steel tile (JJ) across road

Asphalt

1 cold patch misc. roads
8 cold patch
9 cold patch
11 Atlas Asphalt CR 995 E-Z Street

Mowing

Gerald & Carl

1	353	318	380	328	333N
2	333	388	333S	318E	
3	319	324	307	323	
4	780	792	791		
8	792	762	739		
9	762	766	757	755	752 730

Harold & Carl

31 mowing 623 Old Bay Highway

John James

9 moved Hoss from 960 to repair wash out to 817 for ditch
Moved Dale from 960 to 804 for ditch
Moved dozer from Sage Meadows to Spurlock gravel pit

Signs

1 133/Hwy 91
133/132
130 Slow Child @ Play
233 bolts out of sign repaired
279 Blue sign new post
304/379 new 911
9 repaired blue sign on 722
867/868 repaired 911
995/Hwy 135 911 repaired
10 New Blue sign 147/Hwy 91
476 straighten blue sign
625/652 new 911
New blue sign 277
New Stop sign and 911 on CR 203
30 New blue sign on 792(2)
New Stop sign on CR 791

Misc.

Drift from under bridge took out tree on CR 114 hauled rip
Cleaned up shop for Christmas party
Worked on and cleaned up equipment
Sand hauled for Kellers chapel
Test taken at Newport
Rip hauled to Bridger CR 745 for wash out



Eugene Neff
Road Superintendent
En/ca

**Grader Report
December
2014**

Bryan Tyler – Valley View Route

1	218	227	221	211	209	210	213	206	102	104	108	109
	200	201	202									
2	607	612	610	608	617	619	604	611	602	621		
3	403	456	480	478	482	486	474	Mt Pisgah Cemetery (475)				461
	442	468	472	464	466	462	460	463	467	429	430	
4	452	451	423	441								
8	450	444	440	438	439	412	431	410	408	415	4191	
9	218	227	209	210	206	213	202	102	104	108	109	200
	201											
10	607	612	610	608	617	619	604	611	602	621	403	
11	456	478	486	482	474	461	442	468	464	466	462	460
	467	463										
12	452	451	423									
17	441	450	444	440	439	431	412					

Gary Cox – Road Builder

8	spread gravel on 189
9	spread gravel on 179
11	spread gravel on 102

Mark Knight – Cash Route

1	put up signs											
2	264	263	246	255								
3	273	276	278	272	290	270	263					
8	157	168	173	172	177	179						
9	191	192	199	187	180	189						

10	189	197	179	blended new gravel & spread	246	179
11	185	192	263	246		
15	checked roads in the Cash area					
17	spread gravel 191					
18	cleaned up shop and checked roads in Cash area					
22	189	197				
29	278	277	267	270	268	263
30	167	168	173	177	255	246
31	181	185	191	199		

Matt Leonard – Valley View Area

13	410	408	423									
29	604	621	602	611	612	422	610	608	607	664		
30	460	462	466	464	472	468	482	478	461	442	474	456
	403	467	463	411	429	430						

Steve Boyd – Sterlings Springs Route

1	775	773	757	778	787	783	772	771				
2	714	700	751	728	729	7629	763	765	769			
3	931	969	970	979	977	993	987					
4	789	798	793	761	960	959	751					
8	712	740	741	706	703	741	746	799	796	795	797	790
	7922	Pit Road										
9	775	spread gravel on 960			970	959	969					
10	spread gravel on 970			969	952	943	768					
11	960	959	940	953	961	793						
15	745	778	772	769	771	729	728	726				

Curtis Sharp & Jeff Sanford – Bono Route

2	147S	150	152	149	131	133	132	112	119	117	111	120
	122	123	357	376	392	331	378	389	326	308	399	spread
chat on 132												
3	328	398	383	380	364	362	361	372	304	334	336	323
	378	159	147N									
8	124	125	130	134	148	338	369	342	312	313	314	315
	348	372	317	374	320	339	337	335	329	305	303	396
	322	304	774	7743	336	323	367	326	333			

9	328	308	383	380	364	362	361	3335	300	331	395	377
	101	111	117	119	112	133	132	149	150	137N	142	West
Side School												
10	120	122	123	357	398	399	341	378	343	3183	351	379
	389	309	316	354	376	382	381	384	159	147N	144	146
	140	Redwood										
11	Spread gravel on 194			171								
17	304	339	337	372	317	348	342	338	369	383	394	308
	328	378	333	326	323	336	334	357				
18	398	341	194	171	170	133	132	112	119	117	111	376
	361	380	spread gravel on 170									
29	328	383	308	378	333	326	304					
	942	738	733	736	767	7676	7670	706	740	703	746	751
	712	Mainley Ln Brookland Whitten Creek										
30	339	337	335	329	305	372	317	374	348	315	342	369
	338	357	Redwood									
	764	349	302	306	722	710	700	713	714	723	763	765
	7629	799	7992	790	792	796						
31	398	150	137S	137N	140	124	125					
	774	775	789	781	783	7808	787	798	793	761	796	785
	747	772	7743									

Allen Biggers – Bay Route

2	626	652	625	635								
3	645	638	646	644	636	616	615	618	634	639	641	
4	641	664	655	648	671	687	800	801	650	672	675	690
	683											
8	683	682	686	693	804	Lillie Rd Cooper Road Spread gravel on Lillie Road						
9	802	813	818	826	820	815	688	817	823	660	Thomas Street	
	Spread gravel on 809											
10	812	810	819	826	696	828	888	691	680	681	679	626
11	652	618	625	653	616							
15	spread chat on Barker St											
16	634	615	607	616	672	639	641	664	635	636	638	645
17	674	675	672	683	690	650	648	686	655	Lillie Rd		
22	693	682	804	809	808	813	822	816	824			

Jeremy Dement – Bay Route

29	615	607	616	618	638							
30	636	635	652	691	680							
31	681	679	639	672	641							

J.W. Redding – Monette Route

1	582	581	564	571					
2	502	535	504	spread gravel on 522	575				
3	spread gravel on 520								
4	spread gravel on 581			spread slag on 591					
8	543	548	546	540	532N				
9	531	532	528	524	520	523	514	515	512
10	571	544	538	542	553	551	518	530	526
11	581	516	582	522	518	cut ditch on 543			
16	502	535	504	543	506	546	549	560	563
17	559	567	558	562	585	575	565	516	564
22	565	558	560	559	567	549	546	506	543
30	504	535	502	532N	532S	540	546	548	
31	531	528	524	520	51	523	515	512	

Robert Anderson – Lake City Route

1	checked wash outs								
2	973	934	998	997	995	994	990	999	906
3	912	910	909	907	927	925	915	911	
4	975	985	984	986					
8	965	956	954	944	963	955			
9	938	937	956	973	936				
10	spread gravel 914			912	916	927	937		
11	912	906	909	907	927	spread gravel 916			912
17	998	999	997	995	994	990	925	981	937 936
22	965	906	955	962	909				
29	912	927	907	909	910				
30	973	936	998	997	995	997	994	990	

Phillip Hurst – Caraway Route

8	837	841	890	876	spread gravel on 880				
9	837	831	500	513	508	512	510		
16	832	834	847	853	836	554	556	583	840 848
17	884	869	834	838	842	862	858	859	852
22	831	837	Caraway Street	Caraway School					
29	837	890	880	882	855	876	878	856	
30	500	509	513	512	508	830	831		
31	831	837							

Craighead County Sheriff's Data through December 31, 2014

	Oct	Nov	Dec	Total
Warrants Served	585	388	406	8057
Civil Papers Served	118	108	115	1416
Police Dispatch for Service	1276	1190	967	16,507
Deputy Transport Miles	10563	8265	6560	107,012
Western Dist				Total
Circuit Account	\$51,106.70	\$35,630.82	\$55,601.06	\$607,324.61
Fine and Bond	\$10,973.73	\$6,271.93	\$12,193.91	\$363,378.71
Civil Process	\$4,450.00	\$4,248.00	\$4,100.00	\$66,991.00
Gen Rcpts	\$4,760.00	\$3,990.00	\$4,645.00	\$60,840.12
Total Per Month	\$71,290.43	\$50,140.75	\$76,539.97	\$1,098,534.44
Eastern Dist				
Circuit Account	\$2,791.00	\$3,847.00	\$1,071.00	\$43,383.47
Civil Process	\$200.00	\$270.00	\$855.00	\$8,379.38

Total Per Month	\$2,991.00	\$4,117.00	\$1,926.00	\$51,762.85
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Total West/East Combined	\$74,281.43	\$54,257.75	\$78,465.97	\$1,150,297.29
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				Total
Inmates Booked into Detention Center to date	457	584	569	8308

Inmates Housed in Detention Center today				361
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Bailiff Transports	152	134	142	2050
Number of Courts	81	47	60	1009
Video Court	16	17	20	228

Law Enforcement Fatalities				118
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US Military Officer Fatalities				55
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**AGREEMENT
BETWEEN
ARKANSAS GAME AND FISH COMMISSION
AND
CRAIGHEAD COUNTY, ARKANSAS**

This Agreement is made and entered into on the ____ day of _____ 2014, 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 # 14-_____ 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 board 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. 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 by any entity with the power to condemn the Premises, then the Commission shall receive all proceeds of the condemnation.

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]
COUNTY ATTORNEY

JAMES F. GOODHART
GENERAL COUNSEL

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 _____, 2014.

(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 _____, 2014.

(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

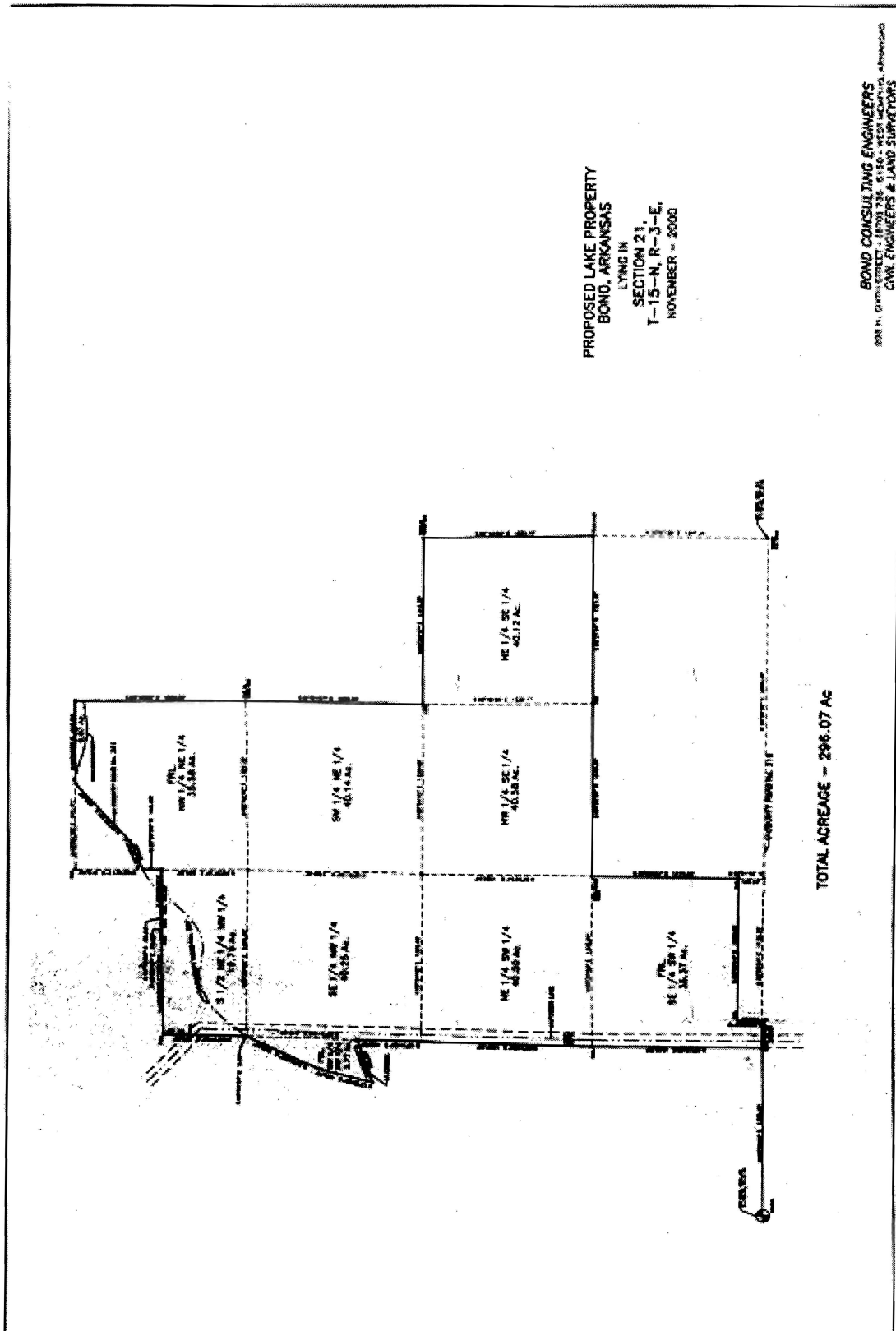


EXHIBIT C

GENERAL WARRANTY DEED

EXHIBIT D

CONSERVATION EASEMENT



EXHIBIT E

MEMORANDUM OF AGREEMENT

**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."

2. Improve-Enlarge and maintain the hard surface boating access ramp and construct and maintain a courtesy dock and a handicap-accessible fishing pier to mutually agreeable specifications and at mutually agreeable locations on Lake Bono. Subject to appropriation by the Arkansas General Assembly and as funding is availabilitye and as authorized by the Commission, the Commission will begin construction of these improvements within two years of the its determination referenced in C.2. below.
3. 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). Construct or improve roads and improve and maintain a hard surface parking area used toadjacent to the boat access ramp at Lake Bono. Subject to appropriation by the Arkansas General Assembly and as Marine Fuel Tax Funds are availabilitye and as authorized by the Commission, the Commission will begin construction of these improvements within two years of the its determination referenced in C.2. below.
- 3.4. Maintain the boating access area by mowing grass, picking up litter, refuse, and debris, and providing trash receptacles and scheduled trash pick-up.
- 4.5. Provide for regulation of the fish and wildlife at Lake Bono in its Code of Regulations.
- 5.6. Provide wildlife officer services for Lake Bono in cooperation with, and to assist, county and local law enforcement to protect the fish, wildlife and habitat at Lake Bono.
- 6.7. Periodically monitor the water level of Lake Bono using methods in the sole discretion of the Commission for purposes of determining suitability of continued development and maintenance of a sport fishery in the lake.

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; and 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.

3.4. Prepare for asphalt paving that portion of County Road 361 described in A.3 above.

4.5. 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.

5.6. 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.

6.7. 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.

7.8. 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.

C. Obligations Conditional.

1. The parties acknowledge that, at the time of execution of this Agreement, it is unknown whether Lake Bono will support a sustainable sport fishery. The parties believe that an initial determination of the suitability of the lake to support a sustainable sport fishery may be made within two (2) years of the lake achieving full pool (325.0 mean sea level).
2. The parties’ obligations to one another are contingent upon the Commission’s determination, in its sole discretion using its staff’s best professional judgment, that Lake

Bono has the initial potential and the on-going suitability to support a sustainable sport fishery without resort to extraordinary measures or unjustifiable expense.

3. In addition to any other relevant factors, the Commission will consider shoreline erosion, condition of the dam, turbidity, water retention, lake pool recharge, and the cost of remedying any unsuitable conditions in making its initial determination concerning the suitability of Lake Bono to support a sustainable sport fishery. The Commission may also consider the lake's past performance and its condition in making any subsequent determinations of the lake's on-going suitability to support a sustainable sport fishery.
4. Should the Commission determine at any time that Lake Bono is unsuitable to support a sustainable sport fishery, upon thirty (30) days written notice, this Memorandum of Agreement shall terminate and the parties' obligations hereunder shall cease.
5. Notwithstanding the foregoing, prior to the Commission's initial determination concerning the lake's suitability to support a sustainable sport fishery, the County's obligations shall be as set forth in subsection B above, and the Commission's obligations shall be as set forth in subsection A above, except that the Commission shall not be obligated to enlarge and improve the boating access ramp, construct the courtesy dock and fishing pier, or construct and/or improve lake access roads and a parking area as set forth in paragraphs A.2. and A.3 above.

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 _____, 2014

Dated this _____ day of _____, 2014

ATTESTED TO:

By: _____
Kade Holliday, County Clerk

2015 Quorum Court Committees

Finance

Ken Stacks, Chair

Josh Longmire, Vice-Chair

Barbara Weinstock

Jim Bryant

Garry Meadows

Public Services

David Tennison, Chair

Billie Sue Hoggard, Vice-Chair

Richard Rogers

Fred Bowers

Roads and Transportation

Ray Kidd, Chair

Terry Couch, Vice-Chair

Steve Cline

Max Render