

**Quorum Court Minutes**

**4/13/2015**

**Resolution 2015-6 – PASSED**

**Appropriation 2015-2 - PASSED**

**AGENDA  
CRAIGHEAD COUNTY QUORUM COURT  
COMMITTEE MEETINGS  
APRIL 13, 2015  
7:00 P.M.**

**NOTE: FINANCE COMMITTEE WILL MEET AT 5:30 P.M. BEFORE THE COURT MEETING BEGINS.**

**Assembly and Prayer**

**Roll Call**

**Briefing of full court By Judge Hill:**

- 1. Tax Back Resolution regarding Frito-Lay.**
- 2. Appropriation Ordinance to balance 2014 Budget expenditures.**
- 3. Review of letter from the Craighead County Crisis Response Team.**

**Public Service Committee:**

- a. Discussion of any current business.**

**Finance and Administration Committee: (Meeting at 5:30 p.m.)**

- a. Review of Clean-up Ordinance, Financial reports, and any other issue that pertains to the Finance Committee.**

**Roads and Transportation Committee Meeting:**

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

April 13, 2015 Quorum Court Meeting

13 Justices of the Peace Present

Judge Ed Hill called the meeting to order

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Director of the Metropolitan Planning Organization Erica Tate addressed the Court asking for input and suggestions for future projects. Justice Josh Longmire and Justice Ray Kidd had issues with the train schedule in the county which causes travel difficulties for the public. Tate looks forward to more input with public forums.

Representatives from Frito Lay addressed the Court on their plans for expansion. Justice Kidd commended Frito Lay on their community participation.

Resolution 2015-6 was read – *Appendix 1*. Justice Ken Stacks moved to pass. Justice Barbara Weinstock seconded. Passed unanimously.

Justice Stacks briefed the Court on the Finance Committee which met earlier in the evening. Jovial discussion ensued.

Ordinance 2015-2 was read – *Appendix 2*. Justice Weinstock moved to pass. Justice Stacks seconded. Passed unanimously.

Distributed to the Court was a letter from the Craighead County Response Team – *Appendix 3*.

Justice Kidd suggested inviting the Craighead County Response Team to talk to the Court and answer any questions.

Judge Hill distributed to the Court the previous draft of the Arkansas State Game and Fish Commission Agreement– *Appendix 4*.

Also distributed to the Court was the current draft of the Arkansas State Game and Fish Commission Agreement– *Appendix 5*.

Judge Hill encouraged the Court to look over the previous and current Agreement to see if there are any suggestions or concerns.

Justice Longmire addressed the Court revisiting the previously discussed county tax split of 60/40 to 50/50. Justice Kidd and Justice Max Render voiced concerns with changing the split. Justice Garry Meadows is in favor of a change stating that if the Road needed money for unforeseeable disasters or events, County General is able to give them the money needed. Judge Hill suggested presenting the tax split next meeting and allowing the Quorum Court to vote.

Justice Meadows asked the Court to look at setting higher road standards for subdivisions in the county. Meadows also suggested setting restrictions for citizens in the county who choose to shoot their firearms stating that many of his neighbors are concerned about the gunfire.

County Assessor Hannah Towell notified the Court that a recent error addressed in the Jonesboro Sun was not the fault of her office and was in the process of being resolved. Tax Collector

Marsha Phillips stated that the error was 1/3 the Assessor's fault, the other 2/3 of the error was the fault of a programmer and another company.

Justice Render moved to adjourn the meeting. The motion was seconded by Justice Jim Bryant.

**Tax Back  
Resolution**

**RESOLUTION No. 2015-6**

**RESOLUTION OF THE QUORUM COURT OF CRAIGHEAD COUNTY, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).**

**WHEREAS**, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

**WHEREAS**, the local government must authorize the refund of local sales and use tax as provided in the Consolidated Incentive Act of 2003; and


**WHEREAS**, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

**WHEREAS**, Frito-Lay, Inc. and its affiliates, located at 2810 Quality Way, Jonesboro, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from a building expansion and adding equipment to the specific facility; and

**WHEREAS**, Frito-Lay, Inc. and its affiliates have agreed to furnish the local government all necessary information for compliance.

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

1. Frito-Lay, Inc. and its affiliates be endorsed by the Quorum Court of Craighead County, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Frito-Lay, Inc. and its affiliates..
3. This resolution shall take effect immediately.

  
\_\_\_\_\_  
Craighead County Judge

Date Passed: 4/13/15

Attest:   
Clerk

**FILED**  
**APR 14 2015**  
**KADE HOLLIDAY**  
**COUNTY & PROBATE COURT CLERK**

**Appropriation Ordinance No. 2014-2**

An ordinance revising appropriated monies from the county budget monies and appropriating additional monies from unappropriated monies, for operating of the various offices, departments and agencies of the county, and for paying those obligations of the county which must be paid from the county budget monies.

Be it ordained by the Quorum Court of Craighead County, Arkansas:

Section 1. That there are unappropriated reserve monies that can be appropriated into the 2014 budget, as well as additional monies in some departments/offices/funds that can be transferred to other departments/offices/funds in order to balance the budget.

Section 2. It has come to the attention of the court that some additional unappropriated monies need to be appropriated into the 2014 budget and transfer of department monies within the budget need to be made in order to reconcile the 2014 budget year.

Section 3. That some special revenue stand-alone funds received monies above anticipated revenues and were disbursed by the County Treasurer direct to the receiving agencies, and additional appropriations are needed to balance these funds. Additionally, some stand-alone special funds have been spent above the initial appropriated amounts and these funds have additional unappropriated monies that can be appropriated to balance these funds.

Section 4. There are hereby appropriated/redistributed from the departments/funds listed below, monies to be transferred and redistributed as described, for the office, department, fund, agency of purpose so indicated. These appropriations/redistributions constitute the county budget for the calendar year 2014.

**FILED**  
**APR 14 2015**  
**KADE HOLLIDAY**  
 COUNTY & PROBATE COURT CLERK

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
1000 100 County Judge						\$341,372.57	\$37,081.76	\$304,290.81
	100-1001	Salaries	\$191,284.69	\$7,841.95	\$183,442.74			
	100-1002	Quorum Court (PT)	\$225.77	\$225.77	\$0.00			
	100-1006	Social Security Match	\$14,413.12	\$379.75	\$14,033.37			
	100-1007	Retirement Match	\$29,666.77	\$2,480.56	\$27,186.21			
	100-1009	Health Insurance Match	\$25,377.84	\$5,108.84	\$20,269.00			
	100-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	100-2002	Small Equipment	\$0.00	-\$600.00	\$600.00			
	100-3005	Special Legal (Attorney-Psych Exams)	\$410.00	-\$590.00	\$1,000.00			
	100-3020	Telephone-Pager-Cable	\$36,787.62	\$16,787.62	\$20,000.00			
	100-3021	Postage	\$594.72	\$94.72	\$500.00			
	100-3030	Travel	\$6,255.49	-\$744.51	\$7,000.00			
	100-3052	Fire & Extended Coverage	\$4,335.42	\$35.42	\$4,300.00			
	100-3060	Utilities-Electricity	\$10,407.37	\$1,307.37	\$9,100.00			
	100-3061	Utilities-Gas	\$3,402.84	-\$797.16	\$4,200.00			
	100-3073	Lease Mach & Equip(Incl copier)	\$2,528.15	\$357.15	\$2,171.00			
	100-3100	Other Miscellaneous	\$9,694.28	\$6,194.28	\$3,500.00			
				\$37,081.76				
1000 101 County Clerk						\$425,340.33	\$11,279.54	\$414,060.79
	101-1001	Salaries	\$269,074.00	\$2,769.98	\$266,304.02			
	101-1002	Salaries-Part Time	\$7,271.50	-\$8,728.50	\$16,000.00			
	101-1006	Social Security Match	\$20,523.35	-\$1,072.91	\$21,596.26			
	101-1007	Retirement Match	\$39,795.18	\$328.92	\$39,466.26			
	101-1009	Health Insurance Match	\$37,267.38	\$928.38	\$36,339.00			
	101-1011	Unemployment Compensation	\$2,068.64	\$340.64	\$1,728.00			
	101-1017	Vacation-Personal Time Buyback	\$3,652.70	\$2,652.70	\$1,000.00			
	101-2001	General Office Supplies	\$8,286.91	\$8,286.91	\$0.00			
	101-3020	Telephone-Pager-Cable	\$1,600.34	\$50.34	\$1,550.00			
	101-3021	Postage	\$15,421.21	\$15,421.21	\$0.00			
	101-3040	Advertising & Publication	\$1,937.90	-\$8,062.10	\$10,000.00			
	101-3052	Fire & Extended Coverage	\$991.67	\$36.39	\$955.28			

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
	101-3054	Other Sundry Insurance	\$85.62	\$85.62	\$0.00			
	101-3060	Utilities-Electricity	\$3,529.38	\$1,029.38	\$2,500.00			
	101-3061	Utilities-Gas	\$1,202.79	-\$797.21	\$2,000.00			
	101-3073	Lease Mach & Equip(Incl copier)	\$2,884.79	-\$2,115.21	\$5,000.00			
	101-3101	Training	\$125.00	\$125.00	\$0.00			
				\$11,279.54				
1000	103	Treasurer				\$154,980.36	\$528.37	\$154,451.99
	103-1001	Salaries	\$103,797.94	\$1,372.59	\$102,425.35			
	103-1007	Retirement Match	\$16,896.54	\$1,717.10	\$15,179.44			
	103-1009	Health Insurance Match	\$11,721.44	-\$2,286.56	\$14,008.00			
	103-1017	Vacation-Personal Time Buyback	\$0.00	-\$500.00	\$500.00			
	103-2001	General Office Supplies	\$0.00	\$0.00	\$0.00			
	103-2002	Small Equipment	\$1,308.35	\$108.35	\$1,200.00			
	103-3020	Telephone-Pager-Cable	\$542.95	\$42.95	\$500.00			
	103-3052	Fire & Extended Coverage	\$282.41	\$10.36	\$272.05			
	103-3061	Utilities-Gas	\$363.58	\$63.58	\$300.00			
				\$528.37				
1000	104	Collector				\$407,498.96	-\$1,168.33	\$408,667.29
	104-1001	Salaries	\$253,240.72	-\$5,214.24	\$258,454.96			
	104-1002	Salaries-Part Time	\$0.00	-\$1,000.00	\$1,000.00			
	104-1006	Social Security Match	\$19,172.97	-\$675.33	\$19,848.30			
	104-1007	Retirement Match	\$38,457.76	\$6.54	\$38,451.22			
	104-1009	Health Insurance Match	\$39,718.31	-\$2,439.69	\$42,158.00			
	104-1011	Unemployment Compensation	\$1,789.91	\$61.91	\$1,728.00			
	104-1017	Vacation-Personal Time Buyback	\$17,634.20	\$16,634.20	\$1,000.00			
	104-3020	Telephone-Pager-Cable	\$2,740.65	\$740.65	\$2,000.00			
	104-3030	Travel	\$3,246.35	-\$4,753.65	\$8,000.00			
	104-3052	Fire & Extended Coverage	\$1,315.36	\$48.27	\$1,267.09			
	104-3060	Utilities-Electricity	\$4,627.69	\$427.69	\$4,200.00			
	104-3061	Utilities-Gas	\$264.21	-\$935.79	\$1,200.00			
	104-3073	Lease Mach & Equip(Incl copier)	\$2,621.11	-\$2,378.89	\$5,000.00			
	104-3101	Training	\$750.00	-\$1,690.00	\$2,440.00			
				-\$1,168.33				
1000	105	Assessor				\$1,172,793.74	-\$60,723.80	\$1,233,517.54
	105-1001	Salaries	\$508,498.91	-\$16,112.92	\$524,611.83			
	105-1006	Social Security Match	\$35,750.50	-\$4,382.30	\$40,132.80			
	105-1007	Retirement Match	\$74,288.14	-\$3,459.33	\$77,747.47			
	105-1009	Health Insurance Match	\$80,190.57	-\$4,717.43	\$84,908.00			
	105-2002	General Office Supplies	\$8,897.73	-\$2,102.27	\$11,000.00			
	105-3020	Telephone-Pager-Cable	\$3,304.31	-\$2,195.69	\$5,500.00			
	105-3021	Postage	\$7,350.00	-\$2,650.00	\$10,000.00			
	105-3040	Advertising & Publication	\$0.00	-\$1,000.00	\$1,000.00			
	105-3050	Official & Deputy Bond	\$100.00	\$100.00	\$0.00			
	105-3052	Fire & Extended Coverage	\$2,237.23	\$82.12	\$2,155.11			
	105-3060	Utilities-Electricity	\$7,696.21	\$2,296.21	\$5,400.00			
	105-3061	Utilities-Gas	\$415.17	-\$1,384.83	\$1,800.00			
	105-3100	Other Miscellaneous	\$1,050.00	\$1,040.00	\$10.00			
	105-3101	Training	\$0.00	-\$3,000.00	\$3,000.00			
	105-3102	Comp Software/Sup/Maint/Recov	\$86,066.31	-\$15,547.69	\$101,614.00			
	105-4004	Machinery & Equipment	\$6,310.33	-\$7,689.67	\$14,000.00			
				-\$60,723.80				
1000	106	Board Equalization				\$12,073.13	\$61.13	\$12,012.00
	106-1010	Workmen' Compensation	\$12.68	\$10.68	\$2.00			
	106-2001	General Office Supplies	\$550.45	\$450.45	\$100.00			
	106-3002	Management Consulting	\$11,500.00	-\$100.00	\$11,600.00			
	106-3030	Travel	\$0.00	-\$300.00	\$300.00			
				\$61.13				

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
1000 107	Quorum Court					\$169,997.66	\$851.54	\$169,146.12
		107-1001 Salaries	\$116,027.31	\$431.29	\$115,596.02			
		107-1006 Social Security Match	\$8,627.87	-\$215.23	\$8,843.10			
		107-1009 Health Insurance Match	\$34,938.26	-\$5,155.74	\$40,094.00			
		107-2001 General Office Supplies	\$36.52	\$26.52	\$10.00			
		107-3030 Travel	\$9,679.95	\$5,679.95	\$4,000.00			
		107-3090 Dues-Memberships-Subscriptions	\$195.00	-\$205.00	\$400.00			
		107-3100 Other Miscellaneous	\$299.75	\$289.75	\$10.00			
				\$851.54				
1000 108	Building Maintenance					\$646,726.04	-\$2,059.02	\$648,785.06
		108-1001 Salaries	\$307,898.24	-\$34,429.94	\$342,328.18			
		108-1002 Custodian (PT)	\$1,188.00	\$1,178.00	\$10.00			
		108-1006 Social Security Match	\$22,712.61	-\$3,476.26	\$26,188.87			
		108-1007 Retirement Match	\$47,270.52	-\$3,462.52	\$50,733.04			
		108-1009 Health Insurance Match	\$71,027.71	-\$11,959.29	\$82,987.00			
		108-1012 Other Fringe Benefits(Including Health Ir	\$500.00	\$250.00	\$250.00			
		108-1017 Vacation-Personal Time Buyback	\$16,392.18	\$15,392.18	\$1,000.00			
		108-2002 Small Equipment	\$1,668.04	-\$6,331.96	\$8,000.00			
		108-2003 Janitorial Supplies	\$26,568.22	-\$33,431.78	\$60,000.00			
		108-2006 Clothing & Uniforms	\$4,399.16	\$2,899.16	\$1,500.00			
		108-2024 Auto Maintenance & Expense	\$4,281.68	\$281.68	\$4,000.00			
		108-3020 Telephone-Pager-Cable	\$2,299.07	\$799.07	\$1,500.00			
		108-3052 Fire & Extended Coverage	\$20.12	\$0.74	\$19.38			
		108-4002 Buildings & Improvement	\$128,071.90	\$72,231.90	\$55,840.00			
		108-4004 Machinery & Equipment	\$0.00	-\$2,000.00	\$2,000.00			
				-\$2,059.02				
1000 109	County Election Commission					\$392,487.50	\$98,802.20	\$293,685.30
		109-1002 Election Commission Workers(PT)	\$84,875.67	\$39,875.67	\$45,000.00			
		109-1004 Contract Labor	\$57,802.16	-\$12,197.84	\$70,000.00			
		109-1006 Social Security Match	\$6,453.43	\$3,010.93	\$3,442.50			
		109-1011 Unemployment Compensation	\$784.86	\$784.86	\$0.00			
		109-2001 General Office Supplies	\$33,814.96	\$13,814.96	\$20,000.00			
		109-2002 Small Equipment	\$1,311.51	-\$3,688.49	\$5,000.00			
		109-3020 Telephone-Pager-Cable	\$4,707.59	\$107.59	\$4,600.00			
		109-3021 Postage	\$374.62	-\$725.38	\$1,100.00			
		109-3030 Travel	\$7,039.21	\$39.21	\$7,000.00			
		109-3040 Advertising & Publication	\$22,008.61	-\$11,491.39	\$33,500.00			
		109-3052 Fire & Extended Coverage	\$2,945.39	\$108.09	\$2,837.30			
		109-3060 Utilities-Electricity	\$3,816.66	\$316.66	\$3,500.00			
		109-3100 Other Miscellaneous	\$9,517.55	\$1,400.05	\$8,117.50			
		109-3101 Training	\$7,800.00	-\$2,200.00	\$10,000.00			
		109-3102 Comp Software/Sup/Maint/Recov	\$147,647.28	\$117,647.28	\$30,000.00			
		109-4004 Machinery & Equipment	\$0.00	-\$48,000.00	\$48,000.00			
				\$98,802.20				
1000 110	County Planning Board (MAPC)					\$9,085.31	\$5,585.31	\$3,500.00
		110-3004 Engineering & Architectural	\$9,085.31	\$5,585.31	\$3,500.00			
				\$5,585.31				
1000 114	Computer Services					\$242,016.09	-\$17,640.08	\$259,656.17
		114-1001 Salaries	\$124,739.09	\$1,384.17	\$123,354.92			
		114-1009 Health Insurance Match	\$23,733.96	\$2.96	\$23,731.00			
		114-1010 Workmen' Compensation	\$174.17	\$4.17	\$170.00			
		114-1017 Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
		114-2002 Small Equipment	\$5,951.48	-\$4,048.52	\$10,000.00			
		114-3009 Other Professional Services	\$1,100.00	-\$8,900.00	\$10,000.00			
		114-3030 Travel	\$704.49	-\$1,295.51	\$2,000.00			
		114-3052 Fire & Extended Coverage	\$655.86	\$24.07	\$631.79			
		114-3060 Utilities-Electricity	\$1,983.31	\$573.31	\$1,410.00			
		114-3101 Training	\$1,657.28	-\$5,342.72	\$7,000.00			



Fund Dept	Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
		114-3102	Comp Software/Sup/Maint/Recov	\$40,957.99	\$10,957.99	\$30,000.00			
		114-4004	Machinery & Equipment	\$0.00	-\$10,000.00	\$10,000.00			
					-\$17,640.08				
1000	117		Lake City Clerk				\$179,140.96	-\$470.31	\$179,611.27
		117-1001	Salaries	\$116,100.86	\$1,954.20	\$114,146.66			
		117-1006	Social Security Match	\$8,217.95	-\$514.27	\$8,732.22			
		117-1007	Retirement Match	\$17,506.16	\$589.63	\$16,916.53			
		117-1009	Health Insurance Match	\$16,628.62	-\$1,134.38	\$17,763.00			
		117-1012	Other Fringe Benefits(Including Health Ir	\$250.00	\$125.00	\$125.00			
		117-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
		117-2001	General Office Supplies	\$4,874.82	-\$1,125.18	\$6,000.00			
		117-2002	Small Equipment	\$2,093.58	-\$1,406.42	\$3,500.00			
		117-3020	Telephone-Pager-Cable	\$3,857.16	\$2,357.16	\$1,500.00			
		117-3052	Fire & Extended Coverage	\$756.67	\$326.42	\$430.25			
		117-3060	Utilities-Electricity	\$2,254.41	\$254.41	\$2,000.00			
		117-3061	Utilities-Gas	\$929.14	\$429.14	\$500.00			
		117-3073	Lease Mach & Equip(Incl copier)	\$1,585.18	-\$1,014.82	\$2,600.00			
		117-3102	Comp Software/Sup/Maint/Recov	\$688.80	-\$311.20	\$1,000.00			
					-\$470.31				
1000	118		Soil Conservation District				\$12,000.00	\$6,000.00	\$6,000.00
		118-3009	Other Professional Services	\$12,000.00	\$6,000.00	\$6,000.00			
					\$6,000.00				
1000	119		Crowley's Ridge Development Council				\$5,000.00	\$0.00	\$5,000.00
1000	120		Economic Development				\$144,250.00	\$0.00	\$144,250.00
1000	121		E Ark Resource Conservation & Dev				\$200.00	\$0.00	\$200.00
1000	124		Association of Ark Counties				\$3,589.00	\$0.00	\$3,589.00
1000	125		Interfund Transfers				\$200,000.00	\$0.00	\$200,000.00
1000	126		East Arkansas Planning & Development				\$9,644.30	\$2,744.30	\$6,900.00
		126-3004	Engineering & Architectural	\$9,644.30	\$2,744.30	\$6,900.00			
					\$2,744.30				
1000	127		Cobra Retiree Health Insurance				\$72,400.98	-\$15,649.02	\$88,050.00
		127-3054	Other Sundry Insurance	\$72,400.98	-\$15,649.02	\$88,050.00			
					-\$15,649.02				
1000	300		County Health Unit				\$32,008.23	\$5,304.88	\$26,703.35
		300-3020	Telephone-Pager-Cable	\$2,514.36	\$514.36	\$2,000.00			
		300-3052	Fire & Extended Coverage	\$5,713.00	\$209.65	\$5,503.35			
		300-3060	Utilities-Electricity	\$20,180.87	\$4,580.87	\$15,600.00			
					\$5,304.88				
1000	305		Ark Children's Hospital				\$2,500.00	\$0.00	\$2,500.00
1000	306		St Jude Hospital				\$2,500.00	\$0.00	\$2,500.00
1000	307		American Red Cross				\$2,000.00	\$0.00	\$2,000.00
1000	308		St Bernards Health Care				\$5,000.00	\$0.00	\$5,000.00
1000	400		County Sheriff				\$2,947,731.27	-\$67,904.67	\$3,015,635.94
		400-1001	Salaries	\$1,609,955.75	-\$23,456.71	\$1,633,412.46			
		400-1002	Salaries-Part Time	\$30,812.80	-\$20,671.72	\$51,484.52			
		400-1005	Overtime & Other Comp(Holiday)	\$12,560.21	-\$10,154.83	\$22,715.04			
		400-1006	Social Security Match	\$120,410.75	-\$8,483.87	\$128,894.62			
		400-1007	Retirement Match	\$246,625.72	\$4,553.99	\$242,071.73			
		400-1009	Health Insurance Match	\$233,171.69	-\$23,577.98	\$256,749.67			

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
	400-1010	Workmen' Compensation	\$19,417.76	-\$4,399.77	\$23,817.53			
	400-1011	Unemployment Compensation	\$10,422.00	-\$1,098.00	\$11,520.00			
	400-1012	Other Fringe Benefits(Including Health Ir	\$750.00	\$250.00	\$500.00			
	400-1017	Vacation-Personal Time Buyback	\$5,788.85	\$4,788.85	\$1,000.00			
	400-2001	General Office Supplies	\$15,013.38	-\$3,386.62	\$18,400.00			
	400-2002	Small Equip	\$37,450.37	\$7,450.37	\$30,000.00			
	400-2006	Clothing & Uniforms	\$39,023.62	\$1,023.62	\$38,000.00			
	400-2007	Fuel,Oil,Lubricants	\$202,331.69	-\$22,668.31	\$225,000.00			
	400-2024	Auto Maintenance & Expense	\$51,169.12	-\$3,830.88	\$55,000.00			
	400-3005	Special Legal (Attorney-Psych Exams	\$4,225.90	\$3,225.90	\$1,000.00			
	400-3020	Telephone-Pager-Cable	\$66,691.33	\$31,691.33	\$35,000.00			
	400-3021	Postage	\$3,453.22	-\$2,046.78	\$5,500.00			
	400-3030	Travel	\$14,078.49	\$4,078.49	\$10,000.00			
	400-3052	Fire & Extended Coverage	\$2,484.18	\$265.81	\$2,218.37			
	400-3053	Fleet Liability	\$36,091.52	\$527.52	\$35,564.00			
	400-3060	Utilities-Electricity	\$15,852.44	\$852.44	\$15,000.00			
	400-3061	Utilities-Gas	\$27.58	-\$4,972.42	\$5,000.00			
	400-3073	Lease Mach & Equip(Incl copier)	\$4,287.77	\$2,787.77	\$1,500.00			
	400-4002	Buildings & Improvement	\$1,747.13	-\$3,252.87	\$5,000.00			
	400-4004	Machinery & Equipment	\$0.00	-\$10,000.00	\$10,000.00			
	400-4005	Vehicles	\$122,972.00	\$12,600.00	\$110,372.00			
				-\$67,904.67				
1000	401	Circuit Court Administrator				\$10,499.78	-\$3,100.22	\$13,600.00
	401-2002	Small Equip	\$0.00	-\$1,000.00	\$1,000.00			
	401-3020	Telephone-Pager-Cable	\$1,071.82	-\$928.18	\$2,000.00			
	401-3030	Travel	\$0.00	-\$800.00	\$800.00			
	401-3073	Lease Mach & Equip(Incl copier)	\$124.21	\$114.21	\$10.00			
	401-3090	Dues-Memberships-Subscriptions	\$43.75	-\$156.25	\$200.00			
	401-3102	Comp Software/Sup/Maint/Recov	\$900.00	-\$330.00	\$1,230.00			
				-\$3,100.22				
1000	402	Circuit Court Coordinator I				\$160.85	\$160.85	\$0.00
	402-3020	Telephone-Pager-Cable	\$160.85	\$160.85	\$0.00			
				\$160.85				
1000	403	Circuit Court Coordinator II				\$5,360.43	-\$4,639.57	\$10,000.00
	403-2001	General Office Supplies	\$1,141.12	-\$1,318.88	\$2,460.00			
	403-2002	Small Equip	\$0.00	-\$1,000.00	\$1,000.00			
	403-3002	Management Consulting	\$0.00	-\$1,000.00	\$1,000.00			
	403-3020	Telephone-Pager-Cable	\$684.00	-\$816.00	\$1,500.00			
	403-3030	Travel	\$50.40	-\$1,004.60	\$1,055.00			
	403-3073	Lease Mach & Equip(Incl copier)	\$99.91	\$89.91	\$10.00			
	403-3090	Dues-Memberships-Subscriptions	\$610.00	\$410.00	\$200.00			
				-\$4,639.57				
1000	404	Circuit Court Coordinator III				\$6,482.62	-\$3,517.38	\$10,000.00
	404-2001	General Office Supplies	\$1,549.62	-\$910.38	\$2,460.00			
	404-2002	Small Equip	\$0.00	-\$1,000.00	\$1,000.00			
	404-3002	Management Consulting	\$0.00	-\$1,000.00	\$1,000.00			
	404-3021	Postage	\$1,156.10	\$156.10	\$1,000.00			
	404-3030	Travel	\$201.99	-\$853.01	\$1,055.00			
	404-3073	Lease Mach & Equip(Incl copier)	\$99.91	\$89.91	\$10.00			
				-\$3,517.38				
1000	405	Circuit Court Coordinator IV				\$8,577.09	-\$1,422.91	\$10,000.00
	405-2001	General Office Supplies	\$1,162.52	-\$1,297.48	\$2,460.00			
	405-2002	Small Equip	\$1,493.27	\$493.27	\$1,000.00			
	405-3002	Management Consulting	\$70.86	-\$929.14	\$1,000.00			
	405-3020	Telephone-Pager-Cable	\$1,660.54	\$160.54	\$1,500.00			
	405-3030	Travel	\$0.00	-\$1,055.00	\$1,055.00			

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
	405-3073	Lease Mach & Equip(Incl copier)	\$99.90	\$89.90	\$10.00			
	405-3090	Dues-Memberships-Subscriptions	\$1,315.00	\$1,115.00	\$200.00			
				-\$1,422.91				
1000	406	Circuit Court Coordinator V				\$8,056.42	-\$1,943.58	\$10,000.00
	406-3002	Management Consulting	\$0.00	-\$1,000.00	\$1,000.00			
	406-3020	Telephone-Pager-Cable	\$843.51	-\$656.49	\$1,500.00			
	406-3030	Travel	\$605.29	-\$449.71	\$1,055.00			
	406-3090	Dues-Memberships-Subscriptions	\$568.56	\$368.56	\$200.00			
	406-3101	Training	\$275.00	\$75.00	\$200.00			
	406-3102	Comp Software/Sup/Maint/Recov	\$949.06	-\$280.94	\$1,230.00			
				-\$1,943.58				
1000	409	District Court				\$869,065.06	-\$6,964.44	\$876,029.50
	409-1001	Salaries	\$452,969.95	-\$3,831.85	\$456,801.80			
	409-1004	Contract Labor	\$157,188.35	\$5,788.35	\$151,400.00			
	409-1006	Social Security Match	\$32,441.08	-\$2,504.26	\$34,945.34			
	409-1007	Retirement Match	\$66,541.55	-\$1,156.48	\$67,698.03			
	409-1009	Health Insurance Match	\$80,246.68	\$493.68	\$79,753.00			
	409-1012	Other Fringe Benefits(Including Health Ir	\$375.00	\$125.00	\$250.00			
	409-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	409-2001	General Office Supplies	\$17,432.18	\$932.18	\$16,500.00			
	409-2002	Small Equip	\$1,576.68	\$576.68	\$1,000.00			
	409-3002	Management Consulting	\$0.00	-\$9,500.00	\$9,500.00			
	409-3020	Telephone-Pager-Cable	\$2,773.02	-\$2,226.98	\$5,000.00			
	409-3021	Postage	\$980.00	-\$2,020.00	\$3,000.00			
	409-3030	Travel	\$8,369.68	\$3,369.68	\$5,000.00			
	409-3090	Dues-Memberships-Subscriptions	\$3,832.01	\$1,732.01	\$2,100.00			
	409-3100	Other Miscellaneous	\$2,897.55	\$1,897.55	\$1,000.00			
	409-3102	Comp Software/Sup/Maint/Recov	\$400.00	\$360.00	\$40.00			
				-\$6,964.44				
1000	414	Juvenile Court				\$336,478.50	\$7,522.52	\$328,955.98
	414-1001	Salaries	\$238,821.47	\$9,997.69	\$228,823.78			
	414-1009	Health Insurance Match	\$34,715.27	-\$2,430.73	\$37,146.00			
	414-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	414-3020	Telephone-Pager-Cable	\$7.34	\$7.34	\$0.00			
	414-3052	Fire & Extended Coverage	\$830.76	\$30.49	\$800.27			
	414-3060	Utilities-Electricity	\$2,644.40	\$644.40	\$2,000.00			
	414-3073	Lease Mach & Equip(Incl copier)	\$183.33	\$183.33	\$0.00			
	414-3100	Other Miscellaneous	\$100.00	\$90.00	\$10.00			
				\$7,522.52				
1000	416	Prosecuting Attorney				\$49,937.63	-\$1,890.31	\$51,827.94
	416-1001	Salaries	\$30,741.35	\$647.50	\$30,093.85			
	416-1007	Retirement Match	\$2,663.98	-\$1,795.93	\$4,459.91			
	416-1011	Unemployment Compensation	\$546.12	\$258.12	\$288.00			
	416-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
				-\$1,890.31				
1000	418	County Jail				\$4,489,481.81	-\$43,222.63	\$4,532,704.44
	418-1001	Salaries	\$2,431,869.84	-\$15,221.80	\$2,447,091.64			
	418-1002	Salaries-Part Time	\$14,114.91	-\$65,989.42	\$80,104.33			
	418-1005	Overtime & Other Comp(Holiday)	\$44,180.62	-\$7,136.12	\$51,316.74			
	418-1006	Social Security Match	\$182,512.00	-\$10,818.49	\$193,330.49			
	418-1007	Retirement Match	\$369,880.14	-\$4,650.30	\$374,530.44			
	418-1009	Health Insurance Match	\$426,309.67	-\$13,555.33	\$439,865.00			
	418-1010	Workmen' Compensation	\$36,484.18	-\$3,192.82	\$39,677.00			
	418-1017	Vacation-Personal Time Buyback	\$5,485.55	\$4,485.55	\$1,000.00			
	418-2003	Janitorial Supplies	\$2,253.04	\$2,243.04	\$10.00			
	418-2004	Chemicals Fertilizer,Etc	\$2,145.88	\$1,145.88	\$1,000.00			
	418-2005	Food & Related Items	\$425,599.07	\$36,599.07	\$389,000.00			
	418-2006	Clothing & Uniforms	\$29,882.85	\$14,882.85	\$15,000.00			

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
	418-2009	Inmate Supplies,Uniforms	\$70,510.04	\$25,510.04	\$45,000.00			
	418-3006	Medical Dental Hospital	\$13,400.45	-\$81,599.55	\$95,000.00			
	418-3020	Telephone-Pager-Cable	\$20,978.50	\$2,978.50	\$18,000.00			
	418-3021	Postage	\$4,539.24	\$1,539.24	\$3,000.00			
	418-3052	Fire & Extended Coverage	\$36,475.83	\$1,338.53	\$35,137.30			
	418-3060	Utilities-Electricity	\$170,349.50	\$50,349.50	\$120,000.00			
	418-3061	Utilities-Gas	\$86,173.84	\$16,173.84	\$70,000.00			
	418-3073	Lease Mach & Equip(Incl copier)	\$19,192.71	\$4,192.71	\$15,000.00			
	418-3100	Other Miscellaneous	\$14,378.47	\$4,378.47	\$10,000.00			
	418-3101	Training	\$8,123.98	-\$6,876.02	\$15,000.00			
				-\$43,222.63				
1000	419	Coroner				\$131,957.63	\$2,186.53	\$129,771.10
	419-1001	Salaries	\$49,046.40	\$370.44	\$48,675.96			
	419-1004	Contract Labor	\$49,497.00	-\$4,790.65	\$54,287.65			
	419-1006	Social Security Match	\$3,751.84	\$28.13	\$3,723.71			
	419-1009	Health Insurance Match	\$2.70	\$2.70	\$0.00			
	419-2001	General Office Supplies	\$2,399.98	\$1,609.98	\$790.00			
	419-3030	Travel	\$3,804.54	-\$795.46	\$4,600.00			
	419-3100	Other Miscellaneous	\$12,816.39	\$8,816.39	\$4,000.00			
	419-3101	Training	\$0.00	-\$3,055.00	\$3,055.00			
				\$2,186.53				
1000	420	Constable				\$7,176.33	\$0.00	\$7,176.33
1000	422	Circuit Court				\$383,206.63	-\$5,966.92	\$389,173.55
	422-1001	Salaries	\$170,604.79	\$1,606.24	\$168,998.55			
	422-1002	PT Time-Overtime-Bailiff	\$24,463.83	\$4,463.83	\$20,000.00			
	422-1007	Retirement Match	\$25,372.08	\$326.50	\$25,045.58			
	422-1009	Health Insurance Match	\$29,818.31	\$411.31	\$29,407.00			
	422-1011	Unemployment Compensation	\$1,532.12	\$92.12	\$1,440.00			
	422-1012	Other Fringe Benefits(Including Health Ir	\$500.00	\$375.00	\$125.00			
	422-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	422-2001	General Office Supplies	\$833.46	\$823.46	\$10.00			
	422-3052	Fire & Extended Coverage	\$10,541.89	\$386.86	\$10,155.03			
	422-3060	Utilities-Electricity	\$36,643.83	\$5,643.83	\$31,000.00			
	422-3061	Utilities-Gas	\$7,126.23	\$406.23	\$6,720.00			
	422-3092	Jurors & witnesses	\$26,412.09	-\$8,587.91	\$35,000.00			
	422-3100	Other Miscellaneous	\$29,085.61	-\$10,914.39	\$40,000.00			
				-\$5,966.92				
1000	423	Crisis Response Team				\$350.00	\$0.00	\$350.00
1000	424	Drug Task Force				\$129,375.49	\$12,778.10	\$116,597.39
	424-1001	Salaries	\$96,074.61	\$18,324.85	\$77,749.76			
	424-1002	Salaries-Part Time	\$0.00	-\$8,840.00	\$8,840.00			
	424-1006	Social Security Match	\$6,947.30	\$323.18	\$6,624.12			
	424-1007	Retirement Match	\$13,654.02	\$2,131.51	\$11,522.51			
	424-1009	Health Insurance Match	\$11,610.56	\$1,586.56	\$10,024.00			
	424-1011	Unemployment Compensation	\$828.00	\$252.00	\$576.00			
	424-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
				\$12,778.10				
1000	425	Deputy Prosecuting Attorney				\$232,061.94	\$3,884.39	\$228,177.55
	425-1001	Salaries	\$136,781.25	-\$1,016.43	\$137,797.68			
	425-1006	Social Security Match	\$9,753.37	-\$788.15	\$10,541.52			
	425-1009	Health Insurance Match	\$22,536.50	\$3,153.50	\$19,383.00			
	425-1011	Unemployment Compensation	\$1,306.04	\$154.04	\$1,152.00			
	425-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	425-2001	General Office Supplies	\$4,329.23	\$1,329.23	\$3,000.00			
	425-3020	Telephone-Pager-Cable	\$3,746.19	\$746.19	\$3,000.00			
	425-3052	Fire & Extended Coverage	\$2,796.88	\$102.64	\$2,694.24			
	425-3054	Other Sundry Insurance	\$4,756.00	\$576.00	\$4,180.00			

Fund Dept Office/Dept	Act	Describe	New	Change	Old	New	Change	Old
	425-3060	Utilities Electricity	\$9,255.37	\$3,755.37	\$5,500.00			
	425-3061	Utilities-Gas	\$528.45	-\$1,151.55	\$1,680.00			
	425-3073	Lease Mach & Equip(Incl copier)	\$5,148.01	\$148.01	\$5,000.00			
	425-3090	Dues-Memberships-Subscriptions	\$1,505.00	\$505.00	\$1,000.00			
	425-3100	Other Miscellaneous	\$0.00	-\$600.00	\$600.00			
	425-3101	Training	\$970.54	-\$2,029.46	\$3,000.00			
				\$3,884.39				
1000	426	Hot Check Fund				\$3,359.04	-\$55,626.79	\$58,985.83
	426-1001	Salaries	\$83.00	-\$43,194.40	\$43,277.40			
	426-1002	Clerical (PT)	\$1,819.61	\$1,819.61	\$0.00			
	426-1006	Social Security Match	\$139.44	-\$3,171.28	\$3,310.72			
	426-1007	Retirement Match	\$21.11	-\$6,392.60	\$6,413.71			
	426-1009	Health Insurance Match	\$823.88	-\$4,188.12	\$5,012.00			
	426-1017	Vacation-Personal Time Buyback	\$0.00	-\$500.00	\$500.00			
				-\$55,626.79				
1000	435	Victim/ Witness Assistance				\$148,352.38	-\$2,697.72	\$151,050.10
	435-1001	Salaries	\$106,103.82	-\$2,184.00	\$108,287.82			
	435-1006	Social Security Match	\$7,554.60	-\$729.42	\$8,284.02			
	435-1009	Health Insurance Match	\$17,507.70	\$1,215.70	\$16,292.00			
	435-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
				-\$2,697.72				
1000	500	Office of Emergency Management				\$174,317.51	\$15,035.55	\$159,281.96
	500-1001	Salaries	\$78,433.70	\$650.94	\$77,782.76			
	500-1007	Retirement Match	\$11,609.02	\$81.62	\$11,527.40			
	500-1017	Vacation-Personal Time Buyback	\$0.00	-\$1,000.00	\$1,000.00			
	500-2002	Small Equipment	\$5,399.32	\$3,399.32	\$2,000.00			
	500-2023	Repair Parts	\$457.63	-\$4,542.37	\$5,000.00			
	500-2024	Auto Maint & Expense	\$9,287.31	\$5,287.31	\$4,000.00			
	500-3020	Telephone-Pager-Cable	\$3,794.66	\$194.66	\$3,600.00			
	500-3030	Travel	\$918.88	-\$1,081.12	\$2,000.00			
	500-3040	Advertising & Publication	\$0.00	-\$500.00	\$500.00			
	500-3052	Fire & Extended Coverage	\$4,100.32	\$224.64	\$3,875.68			
	500-3060	Utilities Electricity	\$9,409.77	\$4,025.77	\$5,384.00			
	500-3061	Utilities-Gas	\$490.69	\$190.69	\$300.00			
	500-3090	Dues-Memberships-Subscriptions	\$475.00	\$175.00	\$300.00			
	500-3100	Other Miscellaneous	\$6,173.05	\$5,673.05	\$500.00			
	500-3101	Training	\$250.00	-\$550.00	\$800.00			
	500-3101	Comp Software/Sup/Maint/Recov	\$697.49	-\$1,802.51	\$2,500.00			
	500-4004	Machinery & Equipment	\$9,608.55	\$4,608.55	\$5,000.00			
				\$15,035.55				
1000	800	Veterans Service				\$57,718.72	-\$11,942.49	\$69,661.21
	800-1001	Salaries	\$33,014.84	\$353.81	\$32,661.03			
	800-1002	Salaries-Part Time	\$0.00	-\$11,750.40	\$11,750.40			
	800-1006	Social Security Match	\$2,489.81	-\$907.66	\$3,397.47			
	800-1007	Retirement Match	\$4,782.50	-\$1,799.27	\$6,581.77			
	800-1009	Health Insurance Match	\$17.55	-\$4,994.45	\$5,012.00			
	800-1017	Vacation-Personal Time Buyback	\$0.00	-\$500.00	\$500.00			
	800-2001	General Office Supplies	\$6,109.61	\$5,359.61	\$750.00			
	800-2002	Small Equip	\$2,189.93	\$1,589.93	\$600.00			
	800-3052	Fire & Extended Coverage	\$215.58	\$7.91	\$207.67			
	800-3061	Utilities-Gas	\$272.69	\$72.69	\$200.00			
	800-3100	Other Miscellaneous	\$246.34	\$236.34	\$10.00			
	800-3102	Comp Software/Sup/Maint/Recov	\$399.00	\$389.00	\$10.00			
				-\$11,942.49				
1000	801	County Extension Office				\$97,539.11	\$912.58	\$96,626.53
	801-1001	Salaries	\$57,595.17	-\$14,258.51	\$71,853.68			
	801-1002	Salaries-Part Time	\$29,069.13	\$14,258.51	\$14,810.62			
	801-3020	Telephone-Pager-Cable	\$3,561.39	-\$438.61	\$4,000.00			

Fund Dept	Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
		801-3052	Fire & Extended Coverage	\$1,611.36	\$59.13	\$1,552.23			
		801-3060	Utilities Electricity	\$5,692.06	\$1,292.06	\$4,400.00			
					\$912.58				
1000	802		Paupers and Welfare				\$5,000.00	\$0.00	\$5,000.00
1000	804		Consolidated Youth Services				\$3,196.00	\$0.00	\$3,196.00
1000	805		Senior Citizens				\$2,500.00	\$0.00	\$2,500.00
1000	806		Children's Advocacy Group				\$1,500.00	\$0.00	\$1,500.00
1000	807		Out Of The Dark, Inc				\$1,500.00	\$0.00	\$1,500.00
			County General Total				\$14,755,547.40	-\$97,830.64	\$14,853,378.04
1892	127		Capital Account Fund				\$80,074.37	\$80,074.37	\$0.00
		127-4002	Buildings & Improvement	\$80,074.37	\$80,074.37	\$0.00			
					\$80,074.37				
1899	100		Land Lock Case, Gestaut V. Adkins Fund				\$15,000.00	\$0.00	\$15,000.00
2000	200		County Road Department Fund				\$6,345,694.24	\$0.00	\$6,345,694.24
		200-1001	Salaries	\$2,092,353.40	-\$149,293.00	\$2,241,646.40			
		200-1010	Workmen' Compensation	\$91,148.32	\$444.32	\$90,704.00			
		200-1012	Other Fringe Benefits(Including Health Ir	\$1,500.00	\$750.00	\$750.00			
		200-1017	Vacation-Personal Time Buyback	\$12,456.85	\$11,456.85	\$1,000.00			
		200-2002	Small Equip	\$8,475.08	\$7,475.08	\$1,000.00			
		200-2006	Clothing & Uniforms	\$39,570.69	\$5,970.69	\$33,600.00			
		200-2007	Fuel,Oil,Lubricants	\$550,000.00	-\$100,000.00	\$650,000.00			
		200-2008	Tires & Tubes	\$50,262.94	\$262.94	\$50,000.00			
		200-2023	Repair Parts	\$317,816.73	\$17,816.73	\$300,000.00			
		200-2025	Asphalt	\$585,994.97	\$135,994.97	\$450,000.00			
		200-2027	Gravel, Dirt, & Sand	\$200,006.43	-\$99,993.57	\$300,000.00			
		200-2031	Steel	\$28,941.17	\$3,941.17	\$25,000.00			
		200-3004	Engineering & Inspections	\$8,860.93	\$3,860.93	\$5,000.00			
		200-3052	Fire & Extended Coverage	\$6,603.93	\$878.54	\$5,725.39			
		200-3053	Fleet Liability	\$53,121.78	\$8,398.78	\$44,723.00			
		200-3060	Utilities Electricity	\$17,445.01	\$445.01	\$17,000.00			
		200-3061	Utilities-Gas	\$15,615.68	\$2,615.68	\$13,000.00			
		200-3073	Lease Mach & Equip(Incl copier)	\$18,169.70	\$8,169.70	\$10,000.00			
		200-3100	Other Miscellaneous	\$78,649.18	\$28,649.18	\$50,000.00			
		200-4002	Buildings & Improvement	\$3,720.00	\$230.00	\$3,490.00			
		200-4004	Machinery & Equipment	\$536,926.00	\$111,926.00	\$425,000.00			
					\$0.00				
3000	103		County Treasurer Automation Fund				\$58,437.98	\$0.00	\$58,437.98
		103-1006	Social Security Match	\$2,740.32	\$91.59	\$2,648.73			
		103-1009	Health Insurance Match	\$2,308.03	-\$7,051.97	\$9,360.00			
		103-1011	Unemployment Compensation	\$463.55	\$175.55	\$288.00			
		103-1017	Vacation-Personal Time Buyback	\$7,284.83	\$6,784.83	\$500.00			
					\$0.00				
3001	104		County Collector Automation Fund				\$332,737.31	\$0.00	\$332,737.31
		104-1011	Unemployment Compensation	\$867.45	\$3.45	\$864.00			
		104-1012	Other Fringe Benefits(Including Health Ir	\$250.00	\$125.00	\$125.00			
		104-2002	Small Equip	\$24,828.43	-\$171.57	\$25,000.00			
		104-3102	Comp Software/Sup/Maint/Recov	\$13,043.12	\$43.12	\$13,000.00			
					\$0.00				
3002	422		Circuit Court Automation Fund				\$38,110.00	\$0.00	\$38,110.00
		422-2001	General Office Supplies	\$34.39	\$34.39	\$0.00			
		422-2002	Small Equip	\$10,065.06	\$1,565.06	\$8,500.00			

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
	422-3100	Other Miscellaneous	\$8,801.87	\$8,701.87	\$100.00			
	422-3102	Comp Software/Sup/Maint/Recov	\$9,011.68	-\$8,998.32	\$18,010.00			
	422-4004	Machinery & Equipment	\$8,697.00	-\$1,303.00	\$10,000.00			
				\$0.00				
3003	409	District Court Automation Fund				\$21,075.00	\$0.00	\$21,075.00
	409-2002	Small Equip	\$6,293.64	\$293.64	\$6,000.00			
	409-3102	Comp Software/Sup/Maint/Recov	\$11,761.36	-\$293.64	\$12,055.00			
				\$0.00				
3004	105	Assessors Property Tax Relief Fund				\$13,460.00	\$0.00	\$13,460.00
	105-3030	Travel	\$9,112.78	-\$1,337.22	\$10,450.00			
	105-3100	Other Miscellaneous	\$1,247.22	\$1,237.22	\$10.00			
	105-3102	Comp Software/Sup/Maint/Recov	\$100.00	\$100.00	\$0.00			
				\$0.00				
3005	101	County Clerk Automation Fund				\$53,010.00	\$0.00	\$53,010.00
	101-1001	Salaries	\$83.00	\$83.00	\$0.00			
	101-2001	General Office Supplies	\$17,331.23	\$4,831.23	\$12,500.00			
	101-2002	Small Equip	\$218.00	\$218.00	\$0.00			
	101-3021	Postage	\$13,172.27	-\$5,827.73	\$19,000.00			
	101-3100	Other Miscellaneous	\$595.50	\$585.50	\$10.00			
	101-3101	Training	\$610.00	\$110.00	\$500.00			
				\$0.00				
3006	102	Circuit Clerk Recorder Cost Fund				\$781,998.53	\$8,960.69	\$773,037.84
	102-1001	Salaries	\$464,719.48	\$3,921.61	\$460,797.87			
	102-1002	Salaries-Part Time	\$12,656.73	\$2,656.73	\$10,000.00			
	102-1006	Social Security Match	\$34,231.72	-\$1,784.32	\$36,016.04			
	102-1007	Retirement Match	\$68,762.62	\$472.38	\$68,290.24			
	102-1009	Health Insurance Match	\$78,056.39	-\$1,032.61	\$79,089.00			
	102-1017	Vacation-Personal Time Buyback	\$0.00	-\$3,000.00	\$3,000.00			
	102-2001	General Office Supplies	\$19,190.49	-\$3,959.51	\$23,150.00			
	102-2002	Small Equip	\$944.57	-\$17,555.43	\$18,500.00			
	102-3020	Telephone-Pager-Cable	\$1,680.16	-\$1,119.84	\$2,800.00			
	102-3021	Postage	\$5,955.00	-\$7,045.00	\$13,000.00			
	102-3030	Travel	\$5,668.30	\$668.30	\$5,000.00			
	102-3052	Fire & Extended Coverage	\$1,348.09	\$49.47	\$1,298.62			
	102-3073	Lease Mach & Equip(Incl copier)	\$7,629.52	\$129.52	\$7,500.00			
	102-3100	Other Miscellaneous	\$2,990.15	\$2,980.15	\$10.00			
	102-3102	Comp Software/Sup/Maint/Recov	\$63,360.24	\$43,579.24	\$19,781.00			
	102-4004	Machinery & Equipment	\$0.00	-\$10,000.00	\$10,000.00			
				\$8,960.69				
3007	400	Sheriff Law Enforcement Special Account Fund				\$1,020.00	\$0.00	\$1,020.00
3008	603	Craighead County Public Library Fund				\$762,319.32	\$51,464.32	\$710,855.00
	603-9999	Transfer to Funds	\$762,319.32	\$51,464.32	\$710,855.00			
				\$51,464.32				
3013	605	Game & Fish Education Fund				\$5,646.22	\$146.22	\$5,500.00
	605-3009	Other Professional Services	\$5,646.22	\$146.22	\$5,500.00			
				\$146.22				
3014	400	Sheriff Communications Facility & Equip Fund				\$78,534.00	\$0.00	\$78,534.00
3015	400	Sheriff Drug Control Fund				\$19,728.80	\$0.00	\$19,728.80
	400-2001	Small Equip	\$4,808.80	-\$14,900.00	\$19,708.80			
	400-4005	Vehicles	\$14,900.00	\$14,900.00	\$0.00			
				\$0.00				

Fund Dept Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
3017 418		Jail Cost Defrayment Fund				\$370,514.03	\$63,959.53	\$306,554.50
	418-2005	Food & Related Items	\$0.00	-\$5,000.00	\$5,000.00			
	418-3006	Medical,Dental,Hospital	\$370,514.03	\$68,959.53	\$301,554.50			
				\$63,959.53				
3018 418		Jail Booking & Administration Fee Fund				\$152,698.00	\$52,698.00	\$100,000.00
	418-2005	Food & Related Items	\$152,698.00	\$52,698.00	\$100,000.00			
				\$52,698.00				
3019 400		Sheriff Emergency Rescue Water Safety Fund				\$9,037.22	\$0.00	\$9,037.22
3020 501 911		Emergency Services Fund				\$307,656.83	\$47,656.83	\$260,000.00
	501-3009	Other Professional Services	\$307,656.83	\$47,656.83	\$260,000.00			
				\$47,656.83				
3022 400		Sheriff Failure to License Emergency Vehicle Fund				\$15,331.50	\$0.00	\$15,331.50
3023 503		Fire Equipment & Training (Act 833) Fund				\$175,800.00	\$0.00	\$175,800.00
3026 417		Public Defender Indigent Fund				\$111,219.86	\$0.00	\$111,219.86
	417-1001	Salaries	\$36,489.15	\$294.95	\$36,194.20			
	417-1007	Retirement Match	\$5,403.92	\$39.94	\$5,363.98			
	417-1009	Health Insurance Match	\$21.60	-\$4,990.40	\$5,012.00			
	417-2002	Small Equip	\$2,653.32	-\$846.68	\$3,500.00			
	417-3040	Advertising & Publication	\$15,544.71	\$9,544.71	\$6,000.00			
	417-3052	Fire & Extended Coverage	\$1,399.17	\$51.35	\$1,347.82			
	417-3060	Utilities Electricity	\$6,788.94	\$2,548.94	\$4,240.00			
	417-3061	Utilities-Gas	\$1,722.25	\$122.25	\$1,600.00			
	417-3063	Waste Disposal	\$560.02	\$160.02	\$400.00			
	417-3070	Rent-Land/Buildings	\$2,000.00	-\$4,000.00	\$6,000.00			
	417-3100	Other Miscellaneous	\$100.57	\$90.57	\$10.00			
	417-3101	Training	\$400.00	\$390.00	\$10.00			
	417-3102	Comp Software/Sup/Maint/Recov	\$134.35	\$94.35	\$40.00			
	417-4004	Machinery & Equipment	\$0.00	-\$3,500.00	\$3,500.00			
				\$0.00				
3028 422		Drug Court Fee Fund				\$1,308.77	\$108.77	\$1,200.00
	422-2002	Small Equip	\$399.75	\$199.75	\$200.00			
	422-3030	Travel	\$0.00	-\$500.00	\$500.00			
	422-3100	Other Miscellaneous	\$809.02	\$609.02	\$200.00			
	422-3101	Training	\$0.00	-\$200.00	\$200.00			
				\$108.77				
3029 409		District Court Public Safety Fund				\$2,040.00	\$0.00	\$2,040.00
	409-2002	Small Equip	\$1,827.40	\$827.40	\$1,000.00			
	409-3100	Other Miscellaneous	\$172.60	-\$827.40	\$1,000.00			
				\$0.00				
3031 414		Juvenile Court Services and Supplies Fund				\$47,477.50	\$0.00	\$47,477.50
	414-2002	Small Equip	\$2,431.56	\$1,931.56	\$500.00			
	414-2024	Auto Maint & Expense	\$6,270.88	\$2,270.88	\$4,000.00			
	414-3020	Telephone-Pager-Cable	\$6,982.80	\$1,482.80	\$5,500.00			
	414-3100	Other Miscellaneous	\$638.50	\$628.50	\$10.00			
	414-4004	Machinery & Equipment	\$3,186.26	-\$6,313.74	\$9,500.00			
				\$0.00				
3038 109		County Voting System Grant Fund				\$26,150.49	\$15,418.49	\$10,732.00
	109-2002	Small Equip	\$26,150.49	\$16,150.49	\$10,000.00			
	109-3100	Other Miscellaneous	\$0.00	-\$232.00	\$232.00			
	109-3102	Comp Software/Sup/Maint/Recov	\$0.00	-\$500.00	\$500.00			
				\$15,418.49				




Fund	Dept	Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
3039	102	Circuit Clerk		Commissioner's Fee Fund				\$4,500.00	\$0.00	\$4,500.00
3400	604	Bono Lake Project Fund						\$86,820.70	\$21,063.20	\$65,757.50
		604-3004		Engineering & architectural	\$37,120.70	\$1,463.20	\$35,657.50			
		604-3009		Other Professional Services	\$200.00	\$200.00	\$0.00			
		604-3100		Other Miscellaneous	\$2,500.00	\$2,400.00	\$100.00			
		604-4006		Construction in Progress	\$47,000.00	\$17,000.00	\$30,000.00			
						\$21,063.20				
3414	414	Juvenile Drug Court Fee Fund						\$1,300.00	\$0.00	\$1,300.00
		414-2001		General Office Supplies	\$414.53	\$214.53	\$200.00			
		414-3100		Other Miscellaneous	\$685.47	-\$214.53	\$900.00			
						\$0.00				
3416	400	Sheriff's Donation Fund						\$4,500.00	\$0.00	\$4,500.00
3490	400	Sheriff Drug Abuse Resistance Education Fund(DARE)						\$15,000.00	\$0.00	\$15,000.00
		400-2002		Small Equip	\$2,306.08	-\$2,693.92	\$5,000.00			
		400-3100		Other Miscellaneous	\$12,693.92	\$2,693.92	\$10,000.00			
						\$0.00				
3492	400	Sheriff Federal Drug Forfeiture Fund						\$12,697.40	\$0.00	\$12,697.40
3494	409	District Court E.D. Automation Fund						\$4,833.00	\$0.00	\$4,833.00
		409-3020		Telephone-Pager-Cable	\$1,149.96	\$1,139.96	\$10.00			
		409-3102		Comp Software/Sup/Maint/Recov	\$3,580.04	-\$1,139.96	\$4,720.00			
						\$0.00				
3496	409	District Court Civil Settlement Fund						\$5,770.00	\$0.00	\$5,770.00
3498	418	County Jail						\$103,809.24	-\$68,190.76	\$172,000.00
		418-2002		Small Equip	\$363.98	-\$1,636.02	\$2,000.00			
		418-2003		Janitorial Supplies	\$51,300.85	\$9,300.85	\$42,000.00			
		418-2005		Food & Related Items	\$0.00	-\$31,000.00	\$31,000.00			
		418-2009		Inmate Supplies,Uniforms	\$4,490.00	\$4,490.00	\$0.00			
		418-2023		Repair Parts	\$47,654.41	-\$7,345.59	\$55,000.00			
		418-4002		Buildings & Improvement	\$0.00	-\$22,000.00	\$22,000.00			
		418-4004		Machinery & Equipment	\$0.00	-\$20,000.00	\$20,000.00			
						-\$68,190.76				
3501	418	Juvenile Detention Facilities Operating Sup Grant Fund						\$31,167.00	\$0.00	\$31,167.00
		418-2002		Small Equip	\$11,431.68	\$8,831.68	\$2,600.00			
		418-2023		Repair Parts	\$0.00	-\$16,117.00	\$16,117.00			
		418-3101		Training	\$551.73	\$51.73	\$500.00			
		418-4002		Buildings & Improvement	\$1,514.95	-\$4,385.05	\$5,900.00			
		418-4004		Machinery & Equipment	\$11,618.64	\$11,618.64	\$0.00			
						\$0.00				
3504	808	Drug Court Grant Fund						\$3,949.93	\$3,167.53	\$782.40
		808-1010		Workmen' Compensation	\$0.00	-\$282.40	\$282.40			
		808-3030		Travel	\$217.47	-\$232.53	\$450.00			
		808-3100		Other Miscellaneous	\$3,732.46	\$3,682.46	\$50.00			
						\$3,167.53				
3505	808	SMSHA Juvenile Drug Court Expansion Grant Fund						\$297,103.80	\$0.00	\$297,103.80
		808-1004		Contract Labor	\$32,576.08	-\$27,423.92	\$60,000.00			
		808-1011		Unemployment Compensation	\$330.55	\$186.55	\$144.00			
		808-2001		General Office Supplies	\$8,970.94	\$7,970.94	\$1,000.00			
		808-2002		Small Equip	\$6,263.71	\$2,263.71	\$4,000.00			
		808-3009		Other Professional Services	\$139,157.11	\$14,157.11	\$125,000.00			
		808-3020		Telephone-Pager-Cable	\$2,095.61	\$1,595.61	\$500.00			
		808-3101		Training	\$2,250.00	\$1,250.00	\$1,000.00			
						\$0.00				

Fund Dept	Office/Dept	Act	Descript	New	Change	Old	New	Change	Old
3506	808	FEMA	Emergency Shelter Grant Fund				\$2,000.00	\$0.00	\$2,000.00
3570	500	ADEM	Homeland Security FY14 Grant Fund				\$140,000.00	\$0.00	\$140,000.00
3572	808	SAMHSA	Adult collaboration Grant Fund				\$126,302.30	\$0.00	\$126,302.30
3574	503		General Improvement Grant Fund				\$13,000.00	\$0.00	\$13,000.00
		503-3009	Other Professional Services	\$12,875.00	\$8,775.00	\$4,100.00			
		503-3102	Comp Software/Sup/Maint/Recov	\$0.00	-\$4,262.00	\$4,262.00			
		503-4004	Machinery & Equipment	\$125.00	-\$4,513.00	\$4,638.00			
					\$0.00				
3576	503	National Telecom & Information Administration	Grant Fund				\$8,900.00	\$0.00	\$8,900.00
3578	409	District Court DWI Court Fund					\$15,000.49	\$1,500.49	\$13,500.00
		409-3030	Travel	\$15,000.49	\$1,500.49	\$13,500.00		\$1,500.49	
3580	808	Justice & Mental Health, Juvenile, Planning, FY11, BJA					\$6,328.61	\$0.00	\$6,328.61
3594	400	Craighead County Project Lifesaver Fund					\$5,124.06	\$1,564.06	\$3,560.00
		400-2002	Small Equip	\$5,068.95	\$1,528.95	\$3,540.00			
		400-3100	Other Miscellaneous	\$45.11	\$35.11	\$10.00			
					\$1,564.06				
3596	400	Sheriff's Local Law enforcement Block Grant					\$4,309.69	\$9.69	\$4,300.00
		400-2002	Small Equip	\$4,309.69	\$309.69	\$4,000.00			
		400-3100	Other Miscellaneous	\$0.00	-\$300.00	\$300.00			
					\$9.69				
3598	422	Courthouse Security Grant Fund					\$8,000.00	\$0.00	\$8,000.00
6400	600	Jonesboro Public Library Fund					\$2,215,586.91	\$192,382.91	\$2,023,204.00
		600-9999	Transfer to Other Funds	\$2,215,586.91	\$192,382.91	\$2,023,204.00			
					\$192,382.91				
Total Special Revenue Funds							\$12,942,083.10	\$471,984.34	\$12,470,098.76
Total of All Funds							\$27,697,630.50	\$374,153.70	\$27,323,476.80

Be it resolved by the Craighead County Quorum Court that these changes be made as described upon passage of this appropriation/redistribution ordinance.

Dated this 13<sup>th</sup> day of April, 2015.

Approved:   
Ed Hill  
Craighead County Judge

Attest:   
Wade Holliday  
Craighead County Clerk

April 6, 2015

Honorable Ed Hill  
Craighead County Judge  
511 Union Street  
Jonesboro, Arkansas 72401

**RE: Dissolution of Financial Relationship**

**Dear Judge Hill and Craighead County Quorum Court Members:**

Over the past sixteen years, the Craighead County Crisis Response Team volunteers have provided psychological first aid assistance to hundreds of people who have been impacted by crimes and natural disasters. This assistance has only been possible because of the initial and continued support we have received from the various agencies and elected officials within the county government. In the years following the Westside Middle School shooting in 1998, over one hundred volunteers from our county have received crisis response training from local, state and national leaders in this field. As a result of these training, CCCRT volunteers have been among the first called upon when disaster strikes in our county, state and nation.

From 1999 -2013, the Craighead County Crisis Response Team requested and received financial assistance from the county to assist in training and response expenses. The assistance has been invaluable as we have continued to support victims, law enforcement, first responders as well as community agencies, businesses and individuals in the immediate aftermath of crisis events. However, after much discussion about the future goals of the team it has become evident that the financial support is no longer needed. At the present time, there is money remaining in the Craighead County Crisis Response Team account. The executive committee of the CCCRT met on March 25, 2015 and by unanimous vote determined that this money should returned to the Craighead County general fund and the financial relationship between the Craighead County Crisis Response Team and Craighead County be discontinued.

The Craighead County Crisis Response Team volunteers will continue to be available to assist with crisis response efforts. We would welcome the opportunity to discuss our work and we look forward to a continued relationship with our community supporters.

**Craighead County Crisis Response Team**

**Executive Committee**

*Steve Farmer, Coordinator    Linda Speer Graham, Acting Secretary    Jack Bower, Treasurer*

**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 specials 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**

Faint, illegible text or a stamp located in the center of the page.

**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

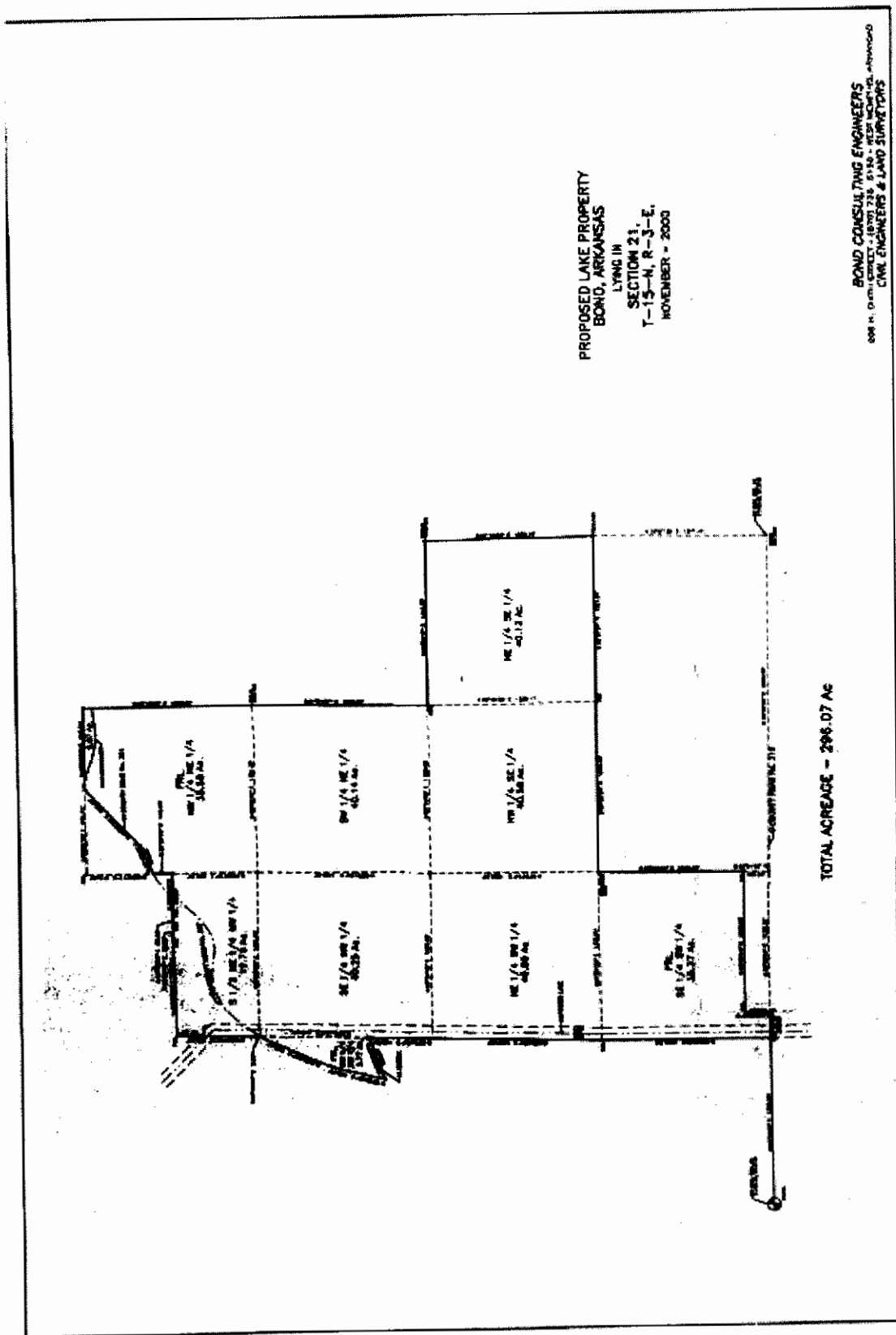
### LEGAL DESCRIPTION

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.

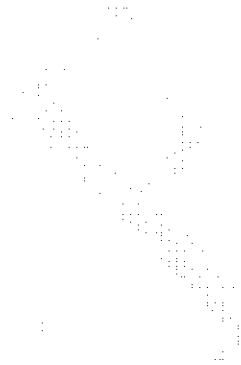
# EXHIBIT B

## MAP OF PREMISES



**EXHIBIT C**

**GENERAL WARRANTY DEED**

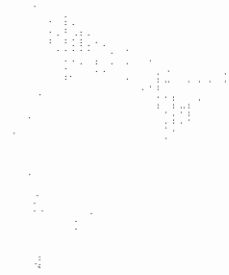


**EXHIBIT D**

**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." 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**