

AGENDA
OSCEOLA CITY COUNCIL REGULAR MEETING
April 17, 2023 - 5:00 pm
303 W. HALE AVENUE - COUNCIL CHAMBERS

1. PUBLIC HEARING – PILOT (ACT 9) – Mitchell Williams Attorney at Law
2. PRAYER-
3. MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
4. ACTION: MINUTES: March 20th Monthly City Council Meeting and April 13th Special Meeting
5. REPORTS:
 - a. Chamber of Commerce
 - b. SHIFT, Museum, Main Street, and District Court Report
 - c. Financial Report - Melissa Harrison
 - d. Police/Fire reports – See reports in packet
 - e. OPAR/Golf Animal Control - See reports in packet
 - f. Utilities (OMLP, Water, and Sewer) - See reports in packet
 - g. Code Enforcement – See reports in packet
 - h. Street & Sanitation reports - See reports in packet
6. BUISNESS
 - a. Hybar – Michele Allgood (Mitchell Williams)
 - b. Resolution: Kelley Commercial Partners Consulting – Mayor Harris
 - c. Resolution: Crittenden EMS – Mayor Harris, Cody Shreve, Hudson Hallum
 - d. Resolution: Condemn Properties – Cody Shreve
 - 405 CENTER
 - 415 419 E BOWEN
 - 408 - 412 E Bowen
 - 613 & 615 E JOHNSON
 - 420 BOWEN
 - 418 BOWEN
 - 421 423 425 BOWEN
 - 422 BOWEN
 - 106 DIXON
 - 427 BOWEN
 - 416 BOWEN
 - 701 E JOHNSON
 - 414 CENTER
 - 423 W HALE
 - 414 418 SEMMES AVE
 - 106 E OT WILLIAMS
 - 400 W FORD
7. ANNOUNCEMENTS:
 - Proclamation - -Recognizing John Newcomb AEDC Appointment
8. ADJOURN

CITY OF OSCEOLA COUNCIL MEETING

OSCEOLA, ARKANSAS

SPECIAL MEETING

March 9, 2023

The Osceola City Council met in Special Session at the Council Chambers, located at 303 West Hale Ave, Osceola, Arkansas. The meeting took place on March 9, 2023.

Officers Present:

Joe Harris

Jessica Griffin

David Burnett

Council Members Present: Linda Watson, Joe Guy, Tyler Dunegan, Donnie Ray Pugh, and Gary Cooper

Council Members Absent: Sandra Brand and Gary Cooper

Meeting was called to order by Mayor Joe Harris.

Jessica Griffin called roll, and all were present with the exception of Sandra Brand and Gary Cooper who were absent.

Cody Shreve came forward to give the Council a heads up about the power needs/wants from Hybar.

Phillip Adcock spoke regarding it as well.

Resolution was introduced and reads as follows:

Resolution No. 2023 - 05

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS
THAT:

The Osceola City Council authorizes the cancelation of the previous resolution NO. 2022-24 requesting Roger Norman and the Arkansas Legislative Joint Auditing Committee to conduct an audit of its 2022 City of Osceola Governmental Activities; and

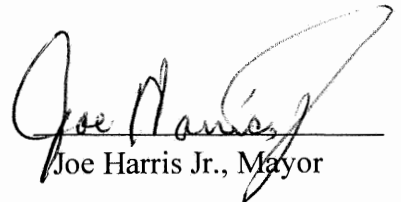
WHEREAS the Osceola City Council recognizes that the audit conducted by Meyer & Ward is sufficient for transparency and oversight, it therefore authorizes the Certified Public Accounting firm Meyer & Ward to conduct the annual audit for 2022.

NOW THEREFORE, the City Council of the City of Osceola does hereby declare as follows:

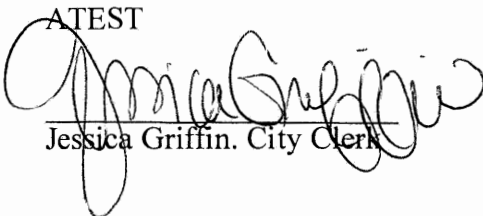
BE IT RESOLVED that the Mayor, City Clerk, and staff are authorized, empowered and directed to cancel the request for legislative audit, and move forward with the annual audit conducted by Meyer & Ward P.A, and

BE IT FURTHER RESOLVED that there is an understanding between the City Council that a legislative state audit ^{will} ~~may~~ be requested within one year for previous fiscal years.

PASSED AND APPROVED THIS ___ DAY OF March, 2023 IN SPECIAL MEETING SESSION.


Joe Harris Jr., Mayor

ATTEST

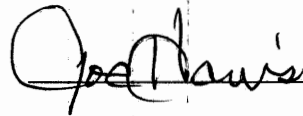

Jessica Griffin, City Clerk

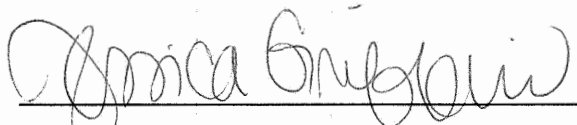
Motion was made by Joe Guy and seconded by Donnie Pugh to pass the resolution. Council members Linda Watson and Tyler Dunegan voted no. Motion failed.

Council took short recess to discuss the resolution further.

Motion was made by Joe Guy and seconded by Donnie Pugh to approve the resolution. All Council members voted aye, except Linda Watson who voted no. Mayor Joe Harris voted aye to break the tie.

Resolution was passed with a 4-0 vote on the 9th day of March, 2023 and given number 2023-05.



Joe Harris, Mayor

Jessica Griffin, City Clerk/Treasurer

CITY OF OSCEOLA COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

March 20, 2023

The Osceola City Council met in Regular Session at the Council Chambers, located at 303 West Hale Ave, Osceola, Arkansas. The meeting took place on March 20, 2023.

Officers Present: Joe Harris

Jessica Griffin (via phone)

David Burnett

Council Members Present: Sandra Brand, Linda Watson, Joe Guy, Tyler Dunegan, Donnie Ray Pugh, and Gary Cooper

Meeting was called to order by Mayor Joe Harris.

Jessica Griffin called roll, and all were present.

Public Meeting was held from 5:00-5:04pm.

Motion was made by Joe Guy and seconded by Tyler Dunegan to approve minutes. All Council members were in favor.

Chamber of Commerce, SHIFT, Museum, and Main Street gave their monthly report.

Melissa Harrison came forward with the Financial report. (details attached)

MONTHLY REPORTS ARE AS FOLLOWS:

February 2023	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)		
Revenue:					
01 - Osceola Light & Power	2,830,308	3,354,422	524,113	16,981,850	20%
02 - City General Fund	1,516,311	4,030,198	2,513,887	9,097,863	44%
03 - Street Fund	115,840	102,318	(13,522)	695,040	15%
04 - Sanitation Fund	159,675	163,529	3,854	958,050	17%
Total Funds	4,622,134	7,650,466	3,028,332	27,732,803	28%
Operating Expense:					
01 - Osceola Light & Power	2,435,977	3,428,440	(992,463)	14,615,862	23%
02 - City General Fund	1,788,171	1,233,849	554,322	10,729,026	12%
03 - Street Fund	184,442	228,841	(44,400)	1,106,650	21%
04 - Sanitation Fund	183,833	197,789	(13,956)	1,103,000	18%
Total Funds	4,592,423	5,088,920	(496,497)	27,554,538	18%
Impact to Surplus:					
01 - Osceola Light & Power	394,331	(74,019)	(468,350)	2,365,988	-3%
02 - City General Fund	(271,861)	2,796,349	3,068,209	(1,631,163)	-171%
03 - Street Fund	(68,602)	(126,523)	(57,922)	(411,610)	31%
04 - Sanitation Fund	(24,158)	(34,260)	(10,102)	(144,950)	24%
Total Funds	29,711	2,561,546	2,531,836	178,265	

The first resolution was introduced and reads as follows:

RESOLUTION NO. 2023- 06

A RESOLUTION AUTHORIZING THE SALE OF FIRE DEPT PROPERTRY

WHEREAS, the City of Osceola Fire Department purchased a 14' Enclosed trailer in 2015 for \$5,600.00; and

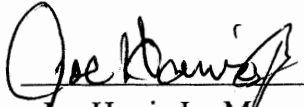
WHEREAS, the City of Osceola used funding from the Confined Space Services Grant provided by Plum Point Power Station; and

WHEREAS, the Osceola Fire Department has outgrown the current trailer and identified a potential buyer for the trailer in the amount of \$5,000.00

NOW THEREFORE, BE It RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the

Osceola Fire Department is authorized to sale the 2015 14' enclosed trailer for \$5,000.00 and place that money in the special grant account of which it was original spent from.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2023.


Joe Harris Jr., Mayor

ATTEST


Jessica Griffin, City Clerk

Motion was made by Tyler Dunegan and seconded by Joe Guy to approve the resolution. All Council members were in favor.

Resolution was passed on the 20th day of March, 2023 and given number 2023-06.

The next resolution, motion was made by Tyler Dunegan and seconded by Gary Cooper to table the resolution.

RESOLUTION NO. 2023-

A RESOLUTION APPROVING HIRING KELLEY COMMERCIAL PARTNERS FOR PROFESSIONAL SERVICES

WHEREAS, Kelly Commercial Partners will help develop retail business development and projects to help expand tourism; and

WHEREAS, Kelly Commercial Partners possess professional expertise in professional real estate services, and consulting services with government relations; and

WHEREAS, Kelley Commercial Partners agrees to perform professional services in connection with Real Estate and other consulting roles for the City's use; and

WHEREAS, Kelley Commercial Partners charges shall not exceed \$2,000 per month without prior approval; and

NOW THEREFORE, BE IT

RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the

Mayor is hereby authorized to sign a contractual agreement with Kelley Commercial Partners.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2023.

Joe Harris Jr., Mayor

ATTEST

Jessica Griffin, City Clerk

Assistant



**KELLEY COMMERCIAL
PARTNERS**

CHAIN.LINKS
RETAIL ADVISORS



NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective the 23rd day of February, 2023 ("Effective Date") by and between the City of Osceola, Arkansas (the "City"), having an address of 303 W Hale Avenue, Osceola, Arkansas 72370 and Kelley Commercial Partners, Inc., (the "Consultant") an Arkansas Corporation, with its principal place of business located at 425 West Capitol Avenue, Suite 300, Little Rock, Arkansas (hereinafter the City and Consultant collectively the "Parties"),

WHEREAS, City intends to develop its existing operations through, among other things, real estate sales, leasing, development, contract negotiation assistance, retail business development and projects to expand tourism.

WHEREAS, Consultant possesses professional expertise in professional real estate services, consulting services and governmental relations;

WHEREAS, City agrees to engage Consultant and Consultant agrees to perform professional services in connection with Real Estate and other consulting roles for the City's use as set forth herein.

Article 1. Scope of Services and Compensation

1.1 City agrees to engage Consultant on a non-exclusive basis to perform or cause to be performed certain professional services related to Real Estate and Consultant roles for City's use and pay Consultant compensation for such services all as set out in Exhibit "A" entitled "Scope of Services and Compensation" attached hereto and incorporated herein by reference. Services shall be performed to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions. The City approves Consultant utilizing approved subcontractors and/or vendors as part of its work, including without limitation Tracey Rancifer of Ausum Realty.

Article 2. Term

2.1 The term of this Agreement shall commence upon the Effective Date and end on December 31, 2025. Upon consent by both parties in writing, this Agreement may be extended for one three-year term.

Article 3. Payment

3.1 The Consultant shall submit a valid monthly invoice to the City within 30 days of completion of services described in Exhibit "A" for each monthly period. The City will make monthly payment within 30-days of its receipt of each valid monthly invoice.

Article 4. Termination

4.1 Either party to this Agreement may terminate the agreement on thirty (30) calendar day's written notice, which notice shall be provided in writing and deemed to be fully given upon receipt at the Parties' addresses provided herein or at such other addresses as the Parties may provide in writing to the other from time to time.

4.2 If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

**KELLEY COMMERCIAL
PARTNERS**

4.3 Regardless of how the Agreement is terminated, Consultant will affect an orderly transfer to City or to such persons as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, and other materials or information produced as a result of or pertaining to the services rendered by Consultant. Any record retention shall be completed within thirty (30) calendar days of written termination notice. Final payment of compensation due or to become due to Consultant is conditioned upon delivery of such documents, if requested.

4.4 Upon receipt of a written termination notice, Consultant shall cease all work. City will reimburse Consultant for approved time and materials reasonably expended to accomplish the services performed up to the point of termination notice receipt. Within thirty (30) calendar days of the effective date of completion or termination or expiration of this Agreement, Consultant shall submit to City its claim for monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said thirty (30) calendar days shall negate any liability on the part of the City and constitute a waiver by Consultant of any and all right or claim to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

Article 5. Alterations or Additional Services

5.1 Changes to this Agreement may be accomplished by the issuance of a mutually approved written amendment hereto. Amendments may involve increases or decreases in the City's requirements and compensation therefore. No effort shall be incurred by Consultant or paid for by the City, beyond the agreed upon scope of work, amounts negotiated, or the associated period of performance without a formal written amendment executed between the Parties to this Agreement.

Article 6. Work Product and Retention

6.1 All work product, including, but not limited to, documents, strategic material, plans, correspondence, agreements, and all parts thereof, which are prepared or obtained in the performance of this Agreement are and will be the exclusive property of the City. There will be no limitations upon the City as to subsequent use of the materials, plans, or ideas incorporated into the work product and the City will have the full and free right to use such property at its discretion, either directly or through agents or otherwise without further compensation paid to Consultant; however, the City does agree to release Consultant of any liability related to the reuse of the materials by others.

6.2 Consultant shall retain any and all documents and material produced as a result of services provided hereunder for a period of two (2) years (hereafter referred to as "retention period") from the date of termination of this Agreement. If, at the end of the retention period, there is litigation or other questions arising from this documentation or the services provided, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period.

Article 7. Adherence to Laws

7.1. This Agreement will be construed in accordance with the laws of the State of Arkansas. The parties hereto agree that any action related to this Agreement will be brought solely in the District Court of Pulaski County, Arkansas. Each provision and clause required by state and federal law to be inserted into the Agreement will be deemed to be included herein and the Agreement will be read and



enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement will be mutually amended to make such insertion, on application by either party.

7.2. Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it shall neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any state or federal laws, decrees, rules, or regulations in effect, including any ordinances or codes of the City; or (ii) would have the effect of causing the City to be in violation of any state or federal laws, decrees, rules, or regulations, including any ordinances or codes of the City. The Consultant will protect, defend and indemnify the City against any claim or liability from or based on any violation of the same.

7.3 Consultant agrees that in connection with this Agreement, it shall not, directly or indirectly, give, offer, or promise, or authorize to be given, offered, or promised, anything of value to any entity or individual with the intent to (i) influence any act or decision of such entity or individual, or (ii) induce such entity or individual to use their influence to affect or influence any act or decision in order to assist the City. Consultant agrees to notify the City immediately of any solicitation, demand, or other request for anything of value, by or on behalf of any entity or individual, relating to the subject matter of this Agreement.

Article 8. Confidentiality

8.1 As part of the total compensation which the Authority has agreed to pay Consultant for the services to be rendered under this Agreement, Consultant agrees that all finished and unfinished material which are produced by Consultant are, and will remain, the property of the City. Consultant shall not use such work products for Consultant's purposes unless Consultant receives advanced written permission from the City.

8.2 Commercial, financial, proprietary and confidential information relating to this Agreement, which is gathered or exchanged by the Parties prior to or during the term of this Agreement shall be maintained in confidence and such information shall not be utilized except for the purposes of the work activity of this Agreement. Such shared information will not be disclosed to any third party except as there is a good faith need to know in the ordinary course of business until the expiration of the confidentiality period, which is deemed to be five years from the date of this Agreement.

8.3 The Parties acknowledge that the City is a public entity and subject to the Arkansas Freedom of Information Act, therefore any information in the City's possession or control may be subject to disclosure, including documents related to the City's business in the possession of Consultant. Any confidential information that is written, other than that prepared specifically for or by Consultant, will be returned to the City immediately upon the City's re-request and Consultant will retain no copies. Notwithstanding anything stated above, in the event that Consultant is required or requested to disclose any information provided to it by the City in connection with a request to Consultant pursuant to the Arkansas Freedom of Information Act, Consultant will in advance of such disclosure provide the City with prompt notice of such request to provide an opportunity to object.

Article 9. Consultant's Accounting Records

9.1 Consultant shall keep accurate accounting records related to performance of all work performed under the Agreement and cause its sub-consultants to do the same. All such records shall be kept by Consultant for a period of not less than three (3) years and shall be made available to the City, and/or any designated agent of the City for inspection, audit, or copying upon reasonable request.



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Article 10. Insurance

10.1 Consultant shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage below listed in not less than the following amounts:

a. Professional Liability

\$2,000,000 each occurrence

\$2,000,000 per claim

to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services and if written on a claims made basis shall provide coverage for an additional 24 months after completion date of contract.

b. Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Bodily injury and property damage:

\$500,000.00 combined single limit any one accident.

Umbrella Liability

\$1,000,000.00

Article 11. Independent Contractor Status

11.1 Consultant shall provide to the City the personal and technical consulting services hereunder. Consultant shall act in accordance with its own expertise, experience, manner, and methods and through its own duly authorized employees or agents and shall comply with all applicable laws, rules, and regulations governing the performance of services. The parties recognize that Consultant is an independent contractor and not an employee, agent, partner, joint venture affiliate, or legal representative of the City. Consultant at no time will hold itself out as an agent, subsidiary, or affiliate of the City for any purpose, and shall have no authority to bind the City to any obligation. The personnel performing the services shall at all times be under Consultant's exclusive direction and control and will be employees of Consultant and not employees of either an employee leasing firm or the City.

11.2 Consultant's personnel assigned to the project shall possess sufficient skills and expertise and provide any certification(s) to prove qualifications as required to satisfactorily meeting all specifications and obligations of Consultant under this Agreement consistent with consultants providing similar types of services in the industry. The City retains the right to reject or require Consultant to remove any employee whose qualifications or performance that, in the City's good faith and reasonable judgment, do not meet the standards established by both Parties necessary for performance of the services hereunder. Consultant agrees that it shall obtain the written consent of the City prior to modifying, changing and/or deleting any key personnel assigned to this project. The roles of Hank Kelley, Gary Smith and Jim Dailey, as key personnel assigned to this project, have been approved by the City. No such approval will relieve the Consultant from any of the obligations of this Agreement with the City.

11.3 Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.



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Consultant shall be liable for failure to pay such taxes and hereby indemnifies and agrees to hold the City harmless from and against any loss, cost, or expense incurred by the City due to failure of consultant to withhold any such taxes or to make such contributions in respect to any compensation the City pays to consultant.

Article 12. Miscellaneous.

12.1 Notice or other formal communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given upon receipt at the following addresses or such other address as the parties may provide in writing to the other from time to time.

If to City:

City of Osceola
c/o Mayor Joe Harris
P.O. Box 443
Osceola, AR 72730

If to Consultant:

Kelley Commercial Partners
425 W. Capitol Avenue, Suite 300
Little Rock, Arkansas 72201

12.2 Waiver of Breach: The waiver by either Party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor will such a waiver act to bar the enforcement of any subsequent breach. No waiver, change, or modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party.

12.3 Third Party Beneficiaries: No provision of this Agreement will in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

12.4 Assignment: The Consultant shall not assign the services, or any part thereof, without prior written consent of the City, nor shall Consultant assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of the City has been obtained. No right under this Agreement, nor claim for any money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any attempted assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of the City.

12.5 Entire Agreement: This Agreement, which constitutes the entire agreement between the City and Consultant and supersedes all previous agreements, whether oral or written. This Agreement will not be modified or amended except by a written document signed by the Parties hereto. The formal solicitation documents used to create this award are hereby incorporated. If this Agreement and formal solicitation have conflicting provisions, the Agreement will take precedence.

12.6 Prompt Action: The parties hereto mutually represent and warrant to each other that they will use their best efforts and reasonable diligence to satisfy their responsibilities under this Agreement in a timely and professional manner.

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12.7 Force Majeure: Neither the City nor Consultant will be considered to be in default of this Agreement if delays in or failure of performance is due to any cause of Force Majeure. The party adversely affected by a Force Majeure will use best efforts to mitigate the impact of the Force Majeure. The term Force Majeure means any event that is beyond the reasonable control of the non-performing party (including delays caused by the other party or third parties acting on behalf of the other party) and that results in the prevention or delay of performance by a party and any Act of God including, but not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism, strikes, or other labor disturbances, and judicial restraint or inability to procure permit, licenses or authorizations from any state, local, or federal agency for any of the supplies, materials, accessories, or services required to be provided by either the City or Consultant under this Agreement.

12.8 Headings: The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive legal significance interpreting this Agreement.

12.9 Permits, Licenses and Registrations: Consultant shall obtain all necessary permits, registrations, licenses, and any other forms of documentation required relating to the services at its sole cost unless the law or regulation governing such permitting, licensing, or registration requires that the City do so. Upon request, the Consultant shall promptly furnish the City copies of all permits, registrations, licenses, or other documentation applicable to this Agreement.

12.10 Severability: If any clause or provision of the Agreement is held invalid, illegal or unenforceable under present or future federal, state, or local laws, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of the Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement.

12.11 The Parties hereto represent and warrant that they are authorized and qualified to conduct business in the State of Arkansas and the execution delivery and performance of this Agreement has been duly authorized and this Agreement constitutes the legal, valid and binding obligations of the Parties, enforceable against the Parties in accordance with its terms.

[Signature page to follow]



**KELLEY COMMERCIAL
PARTNERS**

IN WITNESS WHEREOF, Authority and Consultant have executed this Agreement effective as of the date first written above.

CITY:

CONSULTANT:

CITY OF OSCEOLA

KELLEY COMMERCIAL PARTNERS

By: _____

By: HANK C KELLEY, JR.

Name: Joe Harris, Jr. - Mayor of Osceola

Name: HANK C KELLEY, JR.

Title: _____

Title: CEO

Date: _____

Date: 2/23/2023



EXHIBIT "A"

Scope of Services and Compensation

Pursuant to the terms and conditions of this Agreement, Consultant will solicit, negotiate and provide real estate and consulting services on a non-exclusive basis and as needed on behalf of the City. If the City is approached regarding a parcel of real estate not previously identified by Consultant, or otherwise identifies potential acquisition property without the assistance or participation of Consultant, the City will have the option, but not the obligation, to enlist the services of Consultant or purchase the property outside the terms of this Agreement. The City will provide Consultant with information reasonably necessary to enable Consultant to provide adequate real estate and consulting services. The scope of engagement includes the following services:

1. REAL ESTATE:

- Identify industrial, retail, and office needs, and begin outreach to prospects.

2. TOURISM:

- Identify existing tourism assets and connection opportunities. Ex. Wilson, Johnny Cash, Hampson State Park and museum, Sultane, etc.
- Historic Downtown
- Regular Music on the square
- Work with Arkansas Tourism and Regional Tourism Association.

3. VISIONING:

- Work with Mayor and Staff to identify short term goals
- Small improvements: fix a block, sidewalk and store fronts
- Take several storefronts and offer the space to start up entrepreneurs ... city to help with clean up fixup.
- Start on bike paths ... one block or mile at a time. Look for business partners and naming rights.
- Grant opportunities ... Walton Foundation ...(must have a plan) example connect to Delta Heritage Trail
- Create business opportunities that fit the overall goals
- A&P tax and other revenue resources.
- Housing: HUD market rate and subsidized. City to start the process... build one house
- Work on ordinances to force owners to fix up or give to the city.
- Work on a plan with US Steel as a possible partner
- Develop a target resource list ... ASU, State, Fed, private
- Longer term: Community Goal setting process.



**KELLEY COMMERCIAL
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In consideration of the services provided by Consultant, Authority will pay to Consultant the following rate schedule:

\$175.00 (ONE HUNDRED SEVENTY-FIVE) per hour for work performed by Kelley Commercial Partners principals Jim Dailey, Hank Kelley, and an additional Agent if needed. A rate of **\$90.00** per hour will apply for support staff. Billable hours shall not exceed an average of \$2,000.00 per month without City approval.

Fees will be billed in **30-minute** increments and on a monthly basis. In the event the City closes on a real estate transaction under this agreement that involves Consultant's participation as a broker, any net commissions received by Consultant as a result of such real estate transaction, on a project by project basis, shall be a credit on the City's account with Consultant in an amount equal to the amount of fees paid to Consultant related to marketing of the property for each project. This is to be applied against any outstanding amount due from the City or against fees due in the future for each project. If at the time the project is completed or terminated and a related project as defined by the Mayor of the City is initiated, the Consultant will provide a credit balance to the related project. Net commissions shall be defined as the portion of the commission received by Consultant for its relative position in a transaction, (buyer agent or seller agent). Each project shall be defined by the Mayor of the City.

Time expended on marketing of the property is defined as time related to creation of marketing material, presentations made to prospects, work related to the creation of offers and work related to the closing of a sale or lease contract.

Time that is billed on community development activities or non-marketing related activities or on sale of property or on procurement of property that does not involve a commission will not be subject to reimbursement. Example: a parcel needs an easement acquired for utilities and or access and if Kelley Commercial Partners works on procurement or planning related activities then this time is independent.

Consultant will disclose to the City the estimated amount of commissions or other fees and disclose the nature of Consultant's right to receive same (for example, as listing broker, participating broker, etc.). In all cases where dual agency may be involved, the Consultant shall make full disclosure of all relevant facts and circumstances at the time the property is identified to the City. Commission rate shall not exceed 6% unless approved by the City.

Reimbursable expenses and fees for work performed by third parties and persons not specifically named as Kelley Commercial Partners principals herein will be payable only when such expenses and fees are approved by the City in advance of the incurrence of same in writing. In addition, time and fees associated with administration and marketing must be approved in advance.

In transactions involving the sale or lease of City property that may be listed with Kelley Commercial Partners, the City and Kelley Commercial Partners shall negotiate the terms thereof separately prior to entering into such agreement. The City shall not be obligated to list its property with Kelley Commercial Partners but may do so at its option.

Compensation outlined herein shall be the sole compensation due for the entire services provided under this Agreement.

The parties hereto reserve the right to amend the above Scope of Services and Compensation from time to time under mutually agreed terms written and acknowledged by both parties.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2023- 7

**A RESOLUTION ESTABLISHING A PARTNERSHIP BETWEEN THE CITY OF
OSCEOLA AND OSCEOLA HOUSING AUTHORITY**

WHEREAS, the City of Osceola and Osceola Housing Authority has identified a need for ditch maintenance and drainage improvements; and

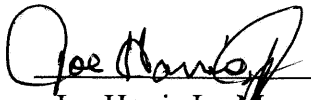
WHEREAS, the City of Osceola owns the easement for the ditch behind Shirley Drive and Myron Kelley; and

WHEREAS, the Osceola Housing Authority has requested access and partnership to access and maintain the ditch due to available funding; and


**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS
THAT THE**

Osceola Housing Authority and City of Osceola City Council agree to work in partner on maintaining and on funding applications when available.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2023.


Joe Harris Jr., Mayor

ATTEST


Jessica Griffin. City Clerk

Motion was made by Gary Cooper and seconded by Sandra Brand to pass the resolution. Council members present voted aye.

Resolution was passed 20th day of March, 2023 and given number 2023-07.

Next on the agenda were service contracts. All our attached.

**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Osceola/South Mississippi County Chamber of Commerce (Contractor) to receive funds from the City of Osceola, Arkansas.

The Osceola/SMC Chamber of Commerce agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$ 29,560, paid in quarterly installments.

The primary objective of the Osceola/SMC Chamber of Commerce under the guidance of a local Executive Director and Board of Directors is to coordinate activities throughout Osceola and South Mississippi County that focus on commercial development.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the recruitment of businesses, improvement of economic development, and the advancement of tourism opportunities in Osceola.
- b) Actively locate, recruit, and support new businesses in Osceola to reduce property vacancy rates with quality commercial growth.
- c) Coordinate activity of Osceola/SMC Chamber of Commerce committees, ensuring that communication between committees is well-established; assist committees with implementation of work plan items.
- d) Develop, in conjunction with the Osceola/SMC Chamber of Commerce Board of Directors, strategies for economic development utilizing the community's human and economic resources. Become familiar with persons and groups directly or indirectly involved in Osceola's commercial district.
- e) Develop and conduct ongoing public awareness and education programs designed to promote Osceola and other assets and to foster an understanding of the Osceola/SMC Chamber of Commerce goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- f) Actively recruit, locate, and support new businesses and commercial opportunities in Osceola.
- g) Assess the management capacity of major area organizations and encourage improvements in the community's ability to undertake joint activities such as promotional events, advertising, uniform store hours, special events, business recruitment, parking management and related matters. Provide advice and information on successful downtown management. Encourage a cooperative climate between business interests and local public officials.
- h) Advise any merchant's organizations and/or Main Street Osceola Executive Director and Board of Directors on Osceola/SMC Chamber of Commerce program activities and goals and assist in the coordination of joint promotional events, such as seasonal festivals or cooperative retail

**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

promotional events, in order to improve the quality and success of events to attract people to Osceola; encouraging excellence in all aspects of promotion in order to advance an image of a quality town for the community.

- i) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- j) Represent the community at the local, state and national levels; speak effectively on Osceola/SMC Chamber of Commerce's directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- k) As directed by the A&P Commission and City Council, lead the Heritage Tourism Comprehensive Strategic Planning process in collaboration with Arkansas State University and the City of Osceola, engaging and involving all groups that have tourism as part of their mission including but not limited to Main Street Osceola, Mississippi County Historic and Genealogical Society, City of Osceola Improvement Taskforce, and others.
- l) Coordinate quality of life events including but not limited to Chamber Member Luncheons, Chamber Job Fair, Car Show & Fall Festival, and the Annual Chamber Banquet.
- m) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- n) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

2. INDEPENDENT CONTRACTOR

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

3. INDEMNIFICATION

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation,

**AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

4. NOTICE

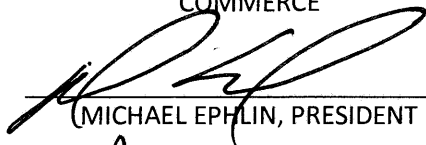
- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

5. TERMINATION

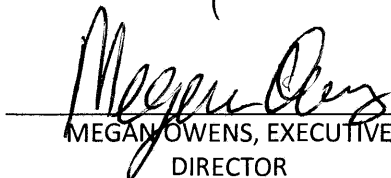
- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive, and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

OSCEOLA/SMC CHAMBER OF
COMMERCE

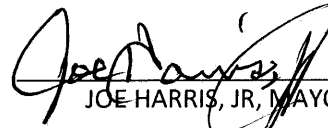


(MICHAEL EPHLIN, PRESIDENT



MEGAN OWENS, EXECUTIVE
DIRECTOR

CITY OF OSCEOLA



JOE HARRIS, JR, MAYOR



JESSICA GRIFFIN, CITY CLERK

**AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

THIS AGREEMENT is entered into by the City of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Mississippi County Historical and Genealogical Society (Contractor) to receive funds for providing a service for the City of Osceola, Arkansas.

The Mississippi County Historical and Genealogical Society agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$_____, paid in quarterly installments.

The primary objective of the Mississippi County Historical and Genealogical Society under the guidance of a local Board of Directors is to preserve the history of Osceola and Mississippi County by operating Mississippi County Museum.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the preservation of the history of Osceola.
- b) Develop, in conjunction with the Mississippi County Historical and Genealogical Society, strategies for historic preservation. Become familiar with persons and groups directly or indirectly involved in Osceola's historic preservation.
- c) Develop and conduct ongoing public awareness and education programs designed to promote the history of Osceola and other assets and to foster an understanding of the Mississippi County Historical and Genealogical Society's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- d) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- e) Represent the community at the local, state and national levels; speak effectively on Mississippi County Historical and Genealogical Society's directions and findings, always mindful of the need to improve state and national historic preservation policies as they relate to smaller communities.
- f) Operate the Mississippi County Historical and Genealogical Society historical center and Mississippi County Museum.
- g) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- h) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

2. INDEPENDENT CONTRACTOR

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent

**AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

3. INDEMNIFICATION

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

4. NOTICE

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

5.) TERMINATION

- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive, and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

MISSISSIPPI COUNTY HISTORICAL
AND GENEALOGICAL SOCIETY


ROBERT ZENANKO, PRESIDENT

CITY OF OSCEOLA


JOE HARRIS, JR., MAYOR

AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY TO
PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023


LIB SHIPPEN, SECRETARY


JESSICA GRIFFIN, CITY CLERK



February 20, 2023

To: The Honorable Joe Harris, Jr, The Honorable Sandra Brand,
The Honorable Gary Cooper, The Honorable Tyler Dunegan,
The Honorable Joe Guy, The Honorable Donnie Pugh,
The Honorable Linda Watson

Honorable Mayor & Council Members,

American Novelist Pearl Buck said, "If you want to understand today, you have to search yesterday." That is one reason back in 1993, Miss Lonetta Patterson donated the old Fred G. Patterson Dry Goods Store, located on the courthouse square in historic downtown Osceola, to the Mississippi County Historical and Genealogical Society. This donation in turn created the Mississippi County Museum. When you walk through the front door of the museum, you are instantly transported back in time. The building and its contents have been carefully preserved and cared for by the members of the MCHGS, all of whom are volunteers. Visitors from around the world have visited downtown Osceola and experienced the rich history of Mississippi County and in turn positively impacted our community economically. We are proud to serve as an interpretative center for the Great River Road, a network of nearly 100 museums and historic sites showcases fascinating stories of the Mississippi River, and this brings many visitors, who would normally pass by, to downtown Osceola who are traveling down Highway 61.

Tourism is the second largest industry in the state of Arkansas, and we want to help make it one of the top industries for Osceola as well. Prior to COVID-19, the museum was open five days a week, as well as special hours for group tours, reunions, school, and civic groups, etc. During the pandemic, we were able to open by appointment only, but we are back and ready to continue serving the public and bringing tourists to historic downtown.

As you can imagine with a 120-year-old building, we have also had some major expenses including roof repair, replacement of doors, HVAC repair, and plumbing needs. We have not sought an increase in the amount that was originally decided since the service contracts were implemented but with inflation and rising costs, we unfortunately must do so now. We are asking for an increase of \$1200.00 yearly to be added to our quarterly payments. We have continually met the scope of services as set forth in the service contract since it was implemented and have no reason to believe that we will not in the future. We look forward to continuing to serve Osceola and our visitors.

Best regards,

Robert Zenanko
Museum President

AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023

THIS AGREEMENT is entered into by the City Council of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Main Street Osceola (Contractor) to receive grant funds from the City of Osceola.

The Main Street Osceola Program agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of ~~\$34,500~~ paid in quarterly installments.

The primary objective of the Main Street Osceola Program under the guidance of a local Executive Director and Board of Directors is to coordinate activities within a downtown revitalization program which utilizes historic preservation as an integral foundation for downtown economic development.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the revitalization of the downtown area.
- b) Actively locate, recruit, and support new businesses in downtown Osceola to reduce property vacancy rates with quality commercial growth.
- c) Assist individual tenants or property owners with physical improvement programs and grants, including but not limited to downtown revitalization grants and signage grants through personal consultation or by obtaining and supervising professional design consultants; assist in locating appropriate contractors and materials; and when possible guidance on necessary financial mechanisms for physical improvements.
- d) Utilize the Main Street Program format, develop and maintain data systems to track the process and progress of the local Main Street Osceola program. These systems should include economic monitoring and individual building files through photographic documentation of all physical changes and information on job creation and business retention.
- e) Develop strategies for downtown economic development through historic preservation utilizing the community's human and economic resources. Become familiar with all persons and groups directly or indirectly involved in the downtown commercial district. Mindful of the roles of various downtown interest groups, develop an annual action plan for implementing a downtown revitalization program focused on four areas: design/historic preservation, promotion, organization/membership and economic vitality/development.
- f) Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of the downtown's architecture and other assets and to foster an understanding of the Main Street Program's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- g) Encourage a cooperative climate between downtown interests and local public officials.
- h) Advise and develop a working relationship with downtown merchant's organizations and/or

AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023

Chamber of Commerce Executive Director and Board of Directors to further Main Street Osceola's program activities and goals and assist in the coordination of joint promotional events, such as seasonal festivals or cooperative retail promotional events, in order to improve the quality and success of events to attract people downtown; encouraging excellence in all aspects of promotion in order to advance an image of a quality downtown for the community.

- i) Represent the community at the local, state and national levels; speak effectively on Main Street Osceola's program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- j) Coordinate quality of life events including but not limited to Osceola Winter Festival Christmas Parade, Farmer's Market, and Arts of the Square.
- k) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- l) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the year 2023.

2. INDEPENDENT CONTRACTOR

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

3. INDEMNIFICATION

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

4. NOTICE

**AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE
SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023**

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

5. TERMINATION

- a) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

Witnessed:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

MAIN STREET OSCEOLA

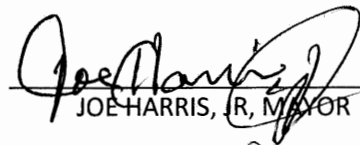


JUSTIN CISSELL, PRESIDENT

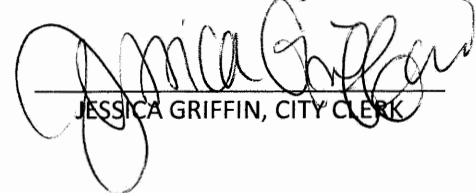


KRISTI HOPPER, EXECUTIVE
DIRECTOR

CITY OF OSCEOLA



JOE HARRIS, JR, MAYOR



JESSICA GRIFFIN, CITY CLERK



Main Street Osceola

108 W. Hale Avenue

P.O. Box 631

Osceola, AR 72370

Telephone: 870-563-6177 Fax: 870-576-5070

Good afternoon,

Mayor and City Council Leaders,

Osceola Main Street, Inc. is requesting an increase for the yearly city contribution in the amount of \$5000.00. This amount will increase from \$7,375.00 to 8,625.00 every quarter. We are currently receiving a total of \$29,500 a year and with an \$1,250.00 increase per quarter, will bring the contribution from the city to \$34,500.00.

The contribution provided to our non-profit will be used to offer resources needed to cover operating costs, run programs, and organize events for the citizens of Osceola and the downtown area.

Osceola Main Street mission and vision is to make our downtown an economically viable place while preserving a well-kept historic district that is a community center with a family atmosphere and to promote downtown Osceola as a cultural center for the arts, heritage, and entertainment. Downtown Osceola will have a sense of importance, and a sense of place that contributes to the overall quality of life.

Thank you all for everything you do for our city!

Kind Regards,

Executive Director

Kristi Hopper

Osceola Main Street Budget 2023 Estimated Budget

Revenue	Estimated Revenue 2023	Actual Contributions 2022
Revenue Contributions	10,000.00	8,221
Individual Contributions	5,000	3,250
City Contributions	29,500	29,500
Bingo	20,000	20,000
Bingo Hall Rentals	6,500	2,000
Special Events	8,000	2,000
Grants	25,000	25,000
Other Rentals	500	250
	104,500	90,221

Estimated Expenses

City Contributions will be used for the following:

Director's Salary	\$40,000	24,000
Travel Expenses	\$2,500	
Light/Water	5000	
Telephone/Internet	2,100	
Insurances	6,000	
Office Supplies	2500	
Advertising	1000	
Postage & box Rental	600	
Organization Committee	2500	1500
Promotions Committee	3500	1500
Design Committee	2000	2000
Economic Vitality Committee	500	500
Annual Banquet	500	
Bingo	5000	
Bank Charges	100	
Building expenses and maintainence	5000	5000
Grant Expenditures	29,500	
	108,300	34,500

AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2023

THIS AGREEMENT is entered into by the City Council of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for SHIFT Family Outreach (Contractor) to receive funds from the City of Osceola.

The SHIFT Family Outreach agrees to provide the following services to the City of Osceola for the year 2023 to be completed at the annual rate of \$_____, paid in quarterly installments.

The primary objective of SHIFT Family Outreach, a 501(c)(3) organization under the guidance of a local Executive Director and Board of Directors, is to provide care for the less fortunate in our city.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola to identify and prepare local ordinances to assist in the care of homeless and low socioeconomic status and to ensure access to safe, affordable housing, and the need of maintaining that housing.
- b) Develop and conduct ongoing public awareness and education programs designed to raise awareness of homelessness and low socioeconomic status.
- c) Maintain a minimum of eight beds and provide safe shelter, basic needs, and navigation systems to individuals who need it in Osceola.
- d) Maintain and operate a feeding program that provides cooked lunches as well as uncooked food to eligible citizens of Osceola.
- e) Maintain status as a disaster relief agency of the Northeast Arkansas Food Bank.
- f) Provide a written monthly report to be included in the monthly City Council packet with non-HIPAA information to the government body of Osceola including but not limited to minimum numbers served, housed, and exited with destinations.
- g) Represent the community at the local, state and national levels; speak effectively on SHIFT Family Outreach program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- h) Residents will provide positive community service in cooperation with the City of Osceola to help with beautification projects in and around City Hall and downtown Osceola on Tuesdays and Thursdays for a minimum of two hours or as deemed necessary as long as not a hindrance to the shelter residents improving their quality of life.
- i) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the periods from April 2023 to March 2024.

2. INDEPENDENT CONTRACTOR

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent

**AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF
OSCEOLA, ARKANSAS FOR THE YEAR 2023**

contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

3. INDEMNIFICATION

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

4. NOTICE

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

5. TERMINATION

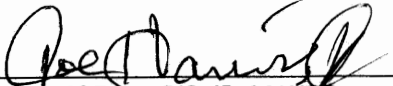
- a.) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

SHIFT FAMILY OUTREACH

CITY OF OSCEOLA

JACQUELINE JOHNSON, EXECUTIVE
DIRECTOR



JOE HARRIS, JR, MAYOR

**AGREEMENT WITH SHIFT FAMILY OUTREACH TO PROVIDE SERVICES TO THE CITY OF
OSCEOLA, ARKANSAS FOR THE YEAR 2023**

CASSANDRA HILL, SECRETARY

JESSICA GRIFFIN, CITY CLERK



S.H.I.F.T.
Family Outreach Center
619 South Broadway
P.O. Box 584
Osceola, Arkansas 72370

Jacqueline Johnson
Executive Director

George Williams
Director

Evangeline Johnson
Operations Manager

Casandar Hill
Secretary

The SHIFT Family Outreach Center is a division of the New Mt. Pleasant Outreach Ministries, Inc., a 501(c)(3) organization in Osceola, AR the second county seat in Mississippi County. Our facility is a soup kitchen currently serving our community an average of 45 lunches per day, Monday through Friday which totals approximately 900 lunches per month.

Additionally the SHIFT Family Outreach Center is a homeless shelter with the capacity of housing 8 persons. We currently house 7 clients to whom we provide 7 breakfasts and 7 dinners seven days per week resulting in an additional 392 meals per month for a total of 1292 meals served per month at this time. As a disaster relief agency of the Northeast Arkansas Food Bank, we also provide uncooked food to an additional 450 individuals monthly. The soup kitchen services began in September 2012, and are available to anyone hungry in Osceola, South Mississippi County and all over the rest of Mississippi County. We received our first residents at the shelter in November 2012. We are currently the only soup kitchen and homeless shelter in south Mississippi County.

In our time of operation, we have discovered that there is a strong need for our services because of the numerous individuals that we serve on a day-to-day basis as indicated by our numbers above. Our operation also serves as a hub to receive food donations through the Northeast Arkansas Food Bank and the Feeding America Program. The food that is received is distributed to area agencies and food pantries (NEA Food Bank Members) in bulk quantities in a combined effort to fight hunger. In 2018 alone, our agency distributed over 67,000 pounds in food and served over 15,000 meals.

The services that we provide improve the City of Osceola and South Mississippi County by allowing us to continue our efforts to feed the hungry and house the homeless. Our efforts have seen great results and will greatly assist the State of Arkansas in its efforts work toward ending hunger and homelessness.

In the past, our facility has been granted electric, water, sewage, and mosquito control, and secondary lighting. Our organization is a Sales Tax Exempt non-profit and documentation is on-hand. We desire to enter into a new contract with the city of Osceola that would provide for the continuation of this grant.

"Righteously Caring for the Less Fortunate"

St. Matthew 25:34-40

The SHIFT (Supplemental Help Inspiring Full Transition) Board of Directors are fully aware of the by-laws and has agreed to this organization applying for affiliation and is willing to cooperate with other agencies to further improve our mission to feed and house the hungry and homeless.

Officers are:

Jacqueline Johnson, Executive Director
George Williams., Program Director
Evangeline Johnson, Operations Manager
Cassandar Hill, Secretary

We are requesting an annual grant of \$6500 in funding to be paid out Quarterly. This grant will enable us to better serve our community meals and house our clients. The funds will be used to cover the previously granted utilities, water, & sewage.

We greatly appreciate your consideration of us for funding.

From: Billie Ann Askue <BA@lpinsurance.com>
Sent: Thursday, March 2, 2023 1:04 AM
To: cody@osceolaar.org; Cody Shreve
Cc: Gary Heugel
Subject: City of Osceola - Grant Invoice - 4th Installment 2.2023
Attachments: City of Osceola - Grant Invoice - 4th Installment 2.2023.pdf

Hi Cody,

Here is the information that I've been provided each quarter.

Please find attached our invoice for the 4th installment. Please let me know when the check is ready and we will come by and get it. Thank you so much.

- For the period of 2.1.2022-1.31.2023 - We have had a total of 19,757.69 paid employee hours. Our average for this period 380 hours per week which equates to an average of 12.66 full-time equivalent based on the Federal standard that employees that work more than 30 hours are considered full-time. Based on 40 hours we are averaging 9.50.
- We started using DoorDash for our deliveries in 2022. That is reason for the decrease in paid employee hours.
- Our utility bills have been paid up to date.
- All Payroll taxes (State & Federal) have been paid.
- From 02.01.22 – 1.31.2023 we have generated gross sales of over \$835,000
- We are selling shaved ice all year.
- We spent \$9k to update our signage in front of the restaurant that adds to the curb appeal when driving past the restaurant.
- We are also having custom tint installed for the west side windows which will have the logos of all of South Miss Co schools mascots printed on them along with other items. This will be done in the 1st quarter of 2023.
- We are still trying to decide a launch date on breakfast. We've been testing product.
- We are still very active in the community and will be a sponsor again for Osceola and Rivercrest football and basketball seasons. We are actively participating in several different committees including Main Street and several Chamber of Commerce committees. We were also a sponsor for the Leadership committee for the Chamber of Commerce. Also participated in the National Night Out for the Police Department.
- In 2022 we hosted a Teacher Appreciation Contest and we had 2 winners and their classes came to our restaurant and got to make their own pizza's and had other activities for them. We will be doing this again for 2023. However we will be recognizing a teacher from each school district. Osceola, Rivercrest and the Delta School. This was all done at no cost to the school.
- In December we hosted Cookies with Santa on December 17 and December 19th (evening) and had over 100 children attend this event. Also sent out over 125 personalized letters to individuals that left their letters for Santa in our restaurant.

I have March 20th on the calendar to present to City Council for our 3rd year grant year.

Thank you so much for your help!!!! 🍪

Billie Ann Askue-Heugel | Account Executive
P 901-321-1022 | C 501-940-9052 | ba@lpinsurance.com



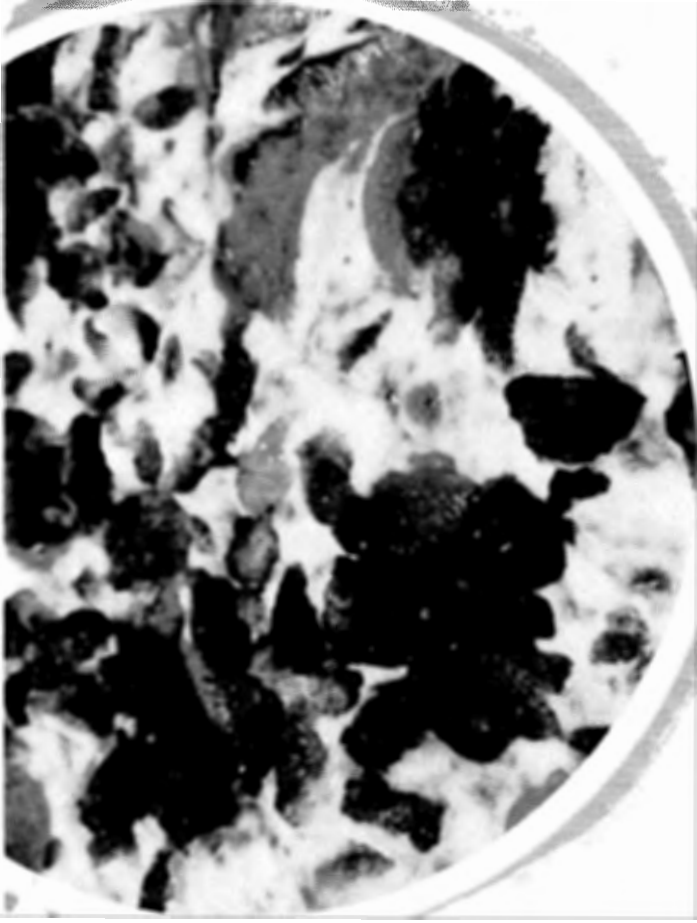
Lipscomb & Pitts CA License #0C28291 | Higginbotham CA License #782201
258 Southwest Drive, Jonesboro AR 72401 | lpinsurance.com | Higginbotham.com



Operating only as Lipscomb & Pitts LLC (New Jersey); Lipscomb & Pitts Insurance Agency LLC (Michigan & Minnesota); Lipscomb & Pitts Insurance Agency, LLC (North Carolina, California & New York)

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rant Renewal

resented to: The City of Osceola

March 20, 2023

Grant Renewal

And

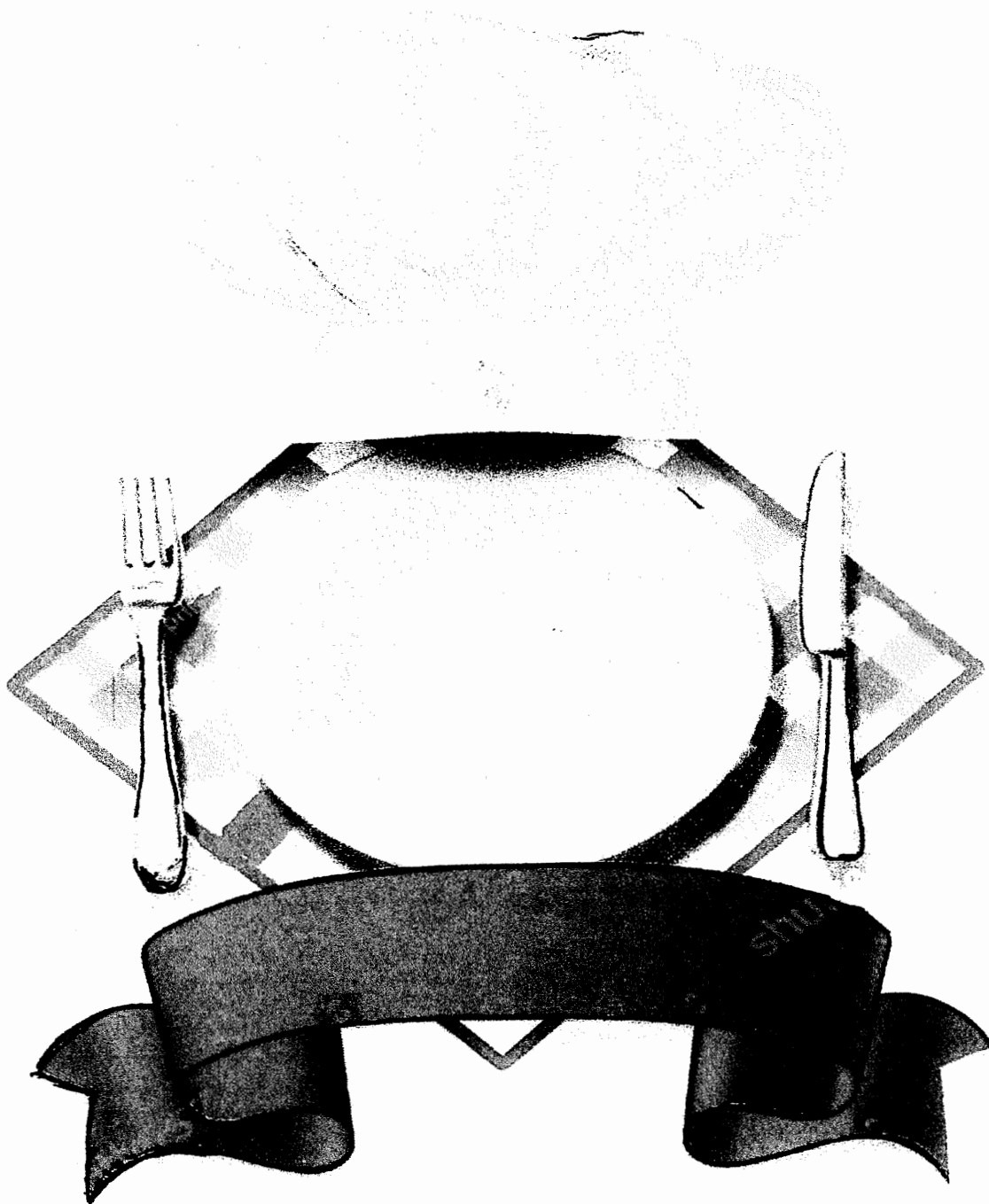
assumptions

Gary's Pizza is requesting a renewal of our Business Grant from the City of Osceola in the amount of \$12,000. These funds will help offset business expenses and additions to the restaurant for 2023.

We understand that the following conditions would apply if we are granted these funds:

- This is a one-year contract term.
- Payments would be paid on a quarterly basis to Gary's Pizza.
- We will continue to maintain a minimum of 6 Full Time Equivalent employees.
- If our business closes within 5 years, the money that was received is payable back to the City.
- Quarterly Report will be provided to City Hall that shows that we are maintaining the conditions that are outlined in the grant agreement.
- Utility Payments must be kept current.
- Taxes must be paid timely.

GRANNY'S KITCHEN LLC
BUSINESS PLAN



EXECUTIVE SUMMARY

Granny's Kitchen Home Style Restaurant will be a moderately priced 50 seat restaurant offering family style food and service. Breakfast, Lunch, Daily Specials, and a cooked order Menu are available to all patrons. We will offer specialty selections including lighter options for children's menu.

BUSINESS OBJECTIVES:

My primary objectives for Granny's Kitchen are below:

**Profitable, patronized southern-style restaurant in Osceola Area*

**Provide quality meals at reasonable prices*

**Provide unduplicated menu service*

MISSION STATEMENT:

Our mission is to provide a unique and family style dinning experience- identical to dinning at home. We will strive to achieve this mission by providing a menu that incorporates quality ingredients at reasonable prices while mindful of the well-being of our customers and staff.

COMPANY OVERVIEW:

This is a family-owned restaurant owned and operated by Letisha Young. Letisha has over 20 years' experience in the food service delivery and management.

Mrs. Young will be leasing a 1700 square foot space building on 908 West Keiser Ave. Although the space was previously a restaurant, it was not a family dinning setting therefore, equipment and supplies was purchased.

The rent will be \$700 monthly with a two-year lease. The site consists of a dinning room, a kitchen, two bathrooms, and a storage room.

The décor will feature wood accented chairs, with red and white checkered tablecloth, dinner style tables will be surrounded by these chairs with comfortable seating cushions.

Sale projections assume 1000 customers per week resulting in weekly sale over \$12,000 or \$120,000 annually. Total relocation will be \$30,000.

The restaurant will be serving breakfast Mon. thru Fri. (7:00am to 10:00am), and operating hours are Mon. thru Fri. (7:00am to 8:00pm).

PRODUCT/BUSINESS DESCRIPTION

Granny's Kitchen will serve Southern Style food with familiar menu items such as fried chicken, catfish, beef steak, garden vegetables, a variety of burgers, pancakes, eggs, bacon, sausage, and healthy options as well. All cooked fresh daily in our restaurant.

Letisha Young will be the head cook and additional staff will consist of 2 full time and 2 part time cooks, 6 servers and 2 maintenance people.

Granny's Kitchen is organized as a sole proprietorship, wholly owned, and operated by Letisha Young. Granny's Kitchen is registered with the city of Osceola and the state of Arkansas. That will open jobs for the Osceola Community.

RELOCATION SUMMARY

The cost to relocate and start up the restaurant is \$30,000. Most of the expenses are in furniture fixtures and equipment. The dining room will be comprised of 15 tables with the seating capacity of 50 seats. The restaurant will employ 10-13 people.

Promotion and Advertising

****Location- The restaurant is in the commercial food district in the city of Osceola. With easy access to interstate 55 we anticipate capturing those tourist or rest stop patrons.***

****Word of Mouth- We currently have a loyal customer base and are an industry choice. We rely heavily on this method to bring in new customers.***

****Event Marketing- Will plan on joining the Osceola Area Chamber of Commerce and utilizing their network services for our Grand Opening.***

Financial Plan:

Important Assumption

Prices range from \$5.95-\$15.00.

Average Lunch Price \$9.99

Average Dinner Price \$15.99

Revenue and Labor

Revenue Per Day:

Capacity: 50 seats

Hours open: 12 hours 6am-6pm

Minimum Customers per day 75

Mix Between Meals – Average cost per meal \$10.00 - \$750.00 per day – roughly \$4500 per week

SWOT ANALYSIS

Strengths

- *Prime location with easy access and plenty of parking***
- *Exceptional staff with customer friendly attitude***
- *Due to our small size, we believe we will provide excellent service and quality product.***
- *Owner experience in the food service industry***

Weaknesses

- *Recruiting and retaining quality employees.***
- *Business projections***

Opportunities

- *offer additional catering and party services.***
- *Private rentals***

Threats

- *Building/Maintaining Sales Volume.***
- *Rising Operating Cost***

Competitive Edge

Granny's Kitchens competitive edge is in its people. We honestly believe that your business is not only as good as your products/services but the quality of the customer service. Initially, we intend to employ family members who will work for lower or reduced wages. Our long-term goal is to hire team members that are deeply committed to service Granny's Kitchen. And unlike our big competitors, because we are small, we can make changes quickly based on market changes.

908 West Keiser Ave.
Osceola, AR
870.576.5118

'Eat REAL Food'



Hours Open:
Mon - Fri • 7am - 7:30pm
(only To Go orders after 7pm)
check our facebook for our

**DAILY LUNCH
SPECIAL**

BREAKFAST

Omelets & Breakfast Scrambles

Served with Grits or Oatmeal or Hash Browns, and Toast

WESTERN OMELET \$8.75

Diced ham, American cheese, green peppers, onions, and tomatoes.

BACON & CHEESE OMELET \$8.75

Smoked bacon, and American cheese, topped with chopped bacon bits.

MEAT LOVERS' OMELET \$9.75

Smoked bacon, sausage, diced ham, American cheese, onions and tomatoes.

PHILLY CHEESE

STEAK OMELET \$10.75

Steak, Swiss cheese, onions, green peppers.

CHICKEN PHILLY OMELET \$10.75

Chicken, Swiss cheese, onions, and green peppers.

GARDEN OMELET \$9.00

Green pepper, American cheese, onions, tomatoes, and mushrooms.

HAM & CHEESE OMELET \$8.75

Diced ham, and American cheese.

SAUSAGE & CHEESE OMELET \$9.75

Sausage and American cheese.

Plates

2 - BACON & EGGS \$8.75

Served with hashbrowns, toast and jelly.

2 - SAUSAGE & EGGS \$9.75

Served with hashbrowns, toast and jelly.

HAM & 2 EGGS \$9.75

Served with hashbrowns, toast and jelly.

COUNTRY FRIED STEAK

& 2 EGGS \$10.75

Served with hashbrowns, toast and jelly.

3 PANCAKES \$5.95

2 BISCUITS & GRAVY \$5.75

Sandwiches

BOLOGNA & BISCUIT \$4.50

SAUSAGE & BISCUIT \$3.50

BACON & BISCUIT \$3.90

HAM & BISCUIT \$4.95

**BOLOGNA, BACON, HAM OR
SAUSAGE TOASTER \$5.99**

Sides

Hash Browns \$3.00

Grits (sm) \$2.90 | (lg) \$3.80

Oatmeal (sm) \$2.40 | (lg) \$3.40

(1) Biscuit \$1.90

(2 Slices) Toast \$1.70

(1) Egg \$1.80

Gravy (sm) \$.90 | (lg) \$1.80

(1) Pancake \$1.90

(1) Cheese \$1.50

(1) Texas Toast \$1.90

Meats

Smoked Sausage \$5.50

Bologna \$5.00

(1) Sausage Patty \$2.80

(1-5 oz.) Ham \$4.75

(2) Bacon \$3.20

Drinks

Coffee (Free Refills) \$1.70

Milk (sm) \$2.20 | (lg) \$2.40

Orange Juice

(sm) \$2.20 | (lg) \$2.49

908 West Keiser Ave.
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'Eat REAL Food'



Hours Open:
Mon - Fri • 7am - 7:30pm
(only To Go orders after 7pm)
check our facebook for our

**DAILY LUNCH
SPECIAL**

LUNCH

Granny's Favorites

CHICKEN STRIPS (HALF) \$5.75 | (FULL) \$7.75
Served with fries.

FRIED WHOLE WINGS
(3) \$6.75 | (6) \$9.75 | (9) \$15.75
Served with fries. Choice of Sauce:
Sweet Chili, Honey Gold, Buffalo, Dry Rub, Lemon
Pepper, Jamaican Jerk, Garlic Parmesan, Mango
Habanero, Ranch, Memphis BBQ

**BACON BURNT END
MAC & CHEESE**
(HALF) \$7.99 | (FULL) \$9.99

FISH BASKET (HALF) \$13.99 | (FULL) \$16.99
Served with fries.

SHRIMP BASKET (HALF) \$8.99 | (FULL) \$11.99
Served with fries.

Sandwiches

Substitute chips for
fries for same price.

PATTY MELT Served with fries. \$8.75

PHILLY CHEESE STEAK \$10.75

CHICKEN PHILLY \$10.75

TUNA SANDWICH \$7.95
Served with fries or chips.

BLT Served with fries. \$8.95

GRILLED CHEESE \$5.95
Add fries \$6.95

CLUB SANDWICH \$9.95
Served with chips.

SUB SANDWICH \$9.95
Served with chips.

PORK CHOP SANDWICH \$10.95
Served with fries.

Burgers

Substitute chips for fries for same price.

HAMBURGER \$9.95
Served with fries.

DOUBLE HAMBURGER \$11.95
Served with fries.

CHEESEBURGER \$10.49
Served with fries.

DOUBLE CHEESEBURGER \$12.95
Served with fries.

Salads

**CHICKEN OR PHILLY
STEAK SALAD** \$9.50
All vegetables.

CHEF SUPREME SALAD \$9.50
Ham, bacon bit, eggs, all vegetables.

GRILLED / BREADED CHICKEN SALAD 8.99
All vegetables, eggs, cheese.

GARDEN SALAD \$7.59
Vegetables only, cheese.

HOUSE SALAD \$3.49
Lettuce, tomato, cucumbers.
Dressings: Ranch, 1000 Island, Honey Mustard, Italian

Sides

French Fries \$2.49
Spicy Fries \$2.99
Sweet Potato Fries \$2.49
Onion Rings \$2.99
Tots \$2.49
Okra \$2.99
Slaw \$2.50

Mashed Potatoes \$2.99
Side Salad \$3.49
Green Beans \$2.99
Chips \$2.49
Baked Potato Salad \$2.99
Coleslaw \$2.25
Mac & Cheese \$2.99

Drinks

Pepsi Products
(sm) \$1.79
(med) \$1.99
(lg) \$2.49
Lemonade \$2.99

*Consuming raw or uncooked
meat, poultry, seafood or eggs
may increase your risk of food
borne illness



MITCHELL WILLIAMS

Michele Simmons Allgood
Direct Dial: 501-688-8874
Fax: 501-918-7874
E-mail: mallgood@mwlaw.com

425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201
Telephone 501-688-8800

March 10, 2023

VIA FAX AND E-MAIL:
(870) 563-2181
TGREEN@OSD1.ORG

Dr. Toriano Green
Superintendent
Osceola School District
2750 W. Semmes
Osceola, Arkansas 72370

VIA FAX AND E-MAIL:
(870) 763-5151
BBIBBS@MISSCO.ORG

Brannah Bibbs
Mississippi County Assessor
P.O. Box 247
Blytheville, AR 72316

VIA FAX AND E-MAIL:
(870) 762-4503
TREASURER@MISSISSIPPICOUNTYAR.ORG

Peggy Meatte
Mississippi County Treasurer
P.O. Box 629
200 W. Walnut, Room 207
Blytheville, Arkansas 72316

VIA FAX:
(870) 762-4504

Susan Short
Mississippi County Collector
200 W. Walnut, Room 104
Blytheville, AR 72315

Re: City of Osceola, Arkansas / Hybar Project
PILOT Agreement

Superintendent Green, Assessor Bibbs, Treasurer Meatte and Collector Short:

The City of Osceola, Arkansas (the "City") intends to issue bonds under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for an industrial project located near the corporate boundaries of the City of Osceola, Arkansas and more specifically described as the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project") related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the "Company"). The Project will be leased by the City to the Company.

Chamber of Commerce: Motion was made by Sandra Brand and seconded by Joe Guy to approve the Mayor to sign the contract. All Council members were in favor

Museum: Motion was made by Gary Cooper and seconded by Sandra Brand to approve Mayor to sign the contract. All Council members were in favor.

Main Street: Motion was made by Sandra Brand and seconded by Joe Guy to approve the Mayor to sign contract. All Council members were in favor.

Shift: Motion was made by Tyler Dunegan and seconded by Joe Guy to further discuss in a sit-down meeting and look at numbers. To also continue with the current dollar amount until further discussion. All Council members were in favor.

Granny's Kitchen: Needs to be a meeting to further discuss and look at numbers.

Next, motion was made by Tyler Dunegan and seconded by Joe Guy to suspend rules and Jessica Griffin read ordinance by title only. All Council members were in favor.

Cliff Chitwood, Dave Stickler, and Michelle Allgood spoke regarding Hybar.

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place ordinance on its second reading. Roll was called and all Council members voted aye.

Jessica read the ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place the ordinance on its third reading. All Council members voted aye.

Jessica read the ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Joe Guy to adopt the ordinance. All Council members voted aye.

Ordinance was passed on the 20th day of March, 2023 and given number 2023-06.

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and read ordinance by title only. All Council members voted aye, except Sandra Brand who voted nay.

Jessica introduced the ordinance by title only:

Superintendent Green
Assessor Bibbs
Treasurer Meatte
Collector Short
March 10, 2023
Page 2

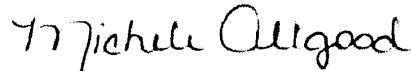
This letter is written to notify you that bonds will be issued for the benefit of the Company and that the City intends to enter into a Payment in Lieu of Taxes Agreement ("PILOT") with the Company. A copy of the PILOT Agreement is enclosed. An Ordinance authorizing the issuance of bonds and the execution of the PILOT Agreement will be considered by the City Council of the City of Osceola, Arkansas at its regular meeting to be held on Monday, March 20, 2023, at 5:00 p.m., or as soon as the matter comes upon the agenda, at City Hall, 303 West Hale Avenue, Osceola, Arkansas.

If you have any questions about the bonds or the PILOT Agreement, please do not hesitate to contact me.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By

A handwritten signature in black ink that reads "Michele Allgood". The signature is written in a cursive, flowing style.

Michele Simmons Allgood

Enclosure

cc: Mayor Joe Harris, Jr. (Via e-mail: mayorjoeharrisjr@osceolaar.org)
Mr. David Burnett, Osceola City Attorney (Via e-mail: burnett_law@yahoo.com)
Mr. Cody Shreve, Chief Operating Officer (Via e-mail: cody@osceolaar.org)

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS

425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamsllaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$800,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ (the "Bonds")¹

Ladies and Gentlemen:

The City of Osceola, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq.* (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project") related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the "Company"). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the "Lease Agreement") for a period of 20 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

¹ Rather than entering into a single PILOT Agreement for \$800,000,000, the City may enter into separate PILOT Agreements with the identified entities. Other than then the counterparty and the not to exceed amount, the PILOT Agreements will be identical and will not exceed \$800,000,000 in the aggregate.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Mississippi County, the City, the Osceola School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.* Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the land, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.*, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a

change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Mississippi County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Mississippi County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Mississippi County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean
Terminals LLC] or a different affiliate of Hybar LLC
PILOT Agreement
Page 5

When executed, this Agreement shall constitute a valid and binding contract between the
Company and the City.

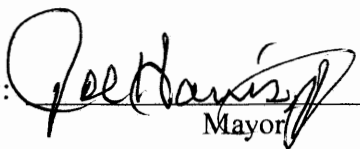
Very truly yours,

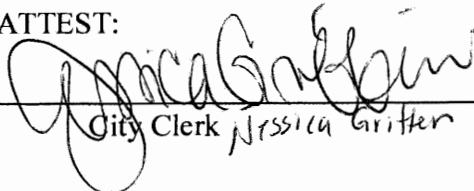
**[HYBAR LLC][GREEN & CLEAN
HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN
TERMINALS LLC] or a different affiliate
of Hybar LLC**

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF OSCEOLA, ARKANSAS

By:  _____
Mayor

ATTEST:
 _____
City Clerk Jessica Gritter

[S E A L]

ORDINANCE NO. 2023-07

**AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY
OF A COMMUNITY DEVELOPMENT GRANT AGREEMENT; TO
DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Osceola, Arkansas (the “City”) desires to enter into a Community Development Grant Agreement (the “Agreement”) with Hybar LLC, a Delaware limited liability company (the “Company”);

WHEREAS, pursuant to the Agreement, the City will cooperate (as specified in the Agreement) in the Company’s development and construction of a steel manufacturing facility and related or ancillary facilities supporting or beneficial to the operation of the steel manufacturing facility; and

WHEREAS, pursuant to the Agreement, the Company will make community development payments to the City to be used by the City for the construction, repair, or maintenance of public infrastructure or community development projects or for the support and/or improvement of public services provided by the City.

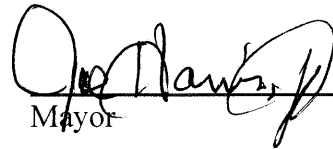
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

Section 1. There be, and there is hereby, authorized and directed the execution and delivery of the Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Agreement for and on behalf of the City. The Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company in order to finalize the Agreement with such changes as shall be

approved by such persons executing the Agreement, their execution to constitute conclusive evidence of such approval.

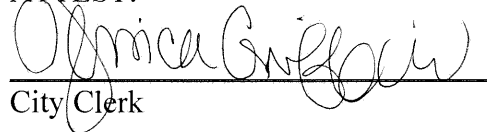
Section 2. This ordinance being necessary for the immediate protection of the health, safety and welfare of the citizens of Osceola, Arkansas, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage.

PASSED and APPROVED this 20th day of March, 2023.



Mayor

ATTEST:



City Clerk

This publication was paid for by Hybar LLC on behalf of the Treasurer of the City of Osceola, Arkansas. The cost of publication is \$_____.

ORDINANCE NO. 2023-04

(Hybar PILOT Project)

AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE APPROVAL OF A BOND PURCHASE AGREEMENT AND ONE OR MORE PAYMENT IN LIEU OF TAXES AGREEMENTS IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ONE OR MORE LEASE AGREEMENTS RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the “City”) is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, each as amended from time to time (collectively, the “Act”), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC, or a different affiliate of Hybar LLC (the “Company”) has evidenced its interest in acquiring, constructing, and equipping a facility useful in securing and developing industry within and near the City if permanent financing can be provided through the issuance of bonds under the authority of the Act; and

WHEREAS, the City has agreed to cooperate with the Company in the acquisition, construction, and equipping of a facility within and near the City and to finance the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas relating to the operations of the Company (the “Project”); and

WHEREAS, to provide permanent financing of the Project costs, necessary costs and expenditures incidental thereto, and the cost of the issuance of bonds, the City will issue its taxable industrial development revenue bonds under the provisions of the Act designated “City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20[23],” in one or more series as each are specifically designated, in the aggregate principal amount of not to exceed \$800,000,000.00 (collectively, the “Bonds”); and

WHEREAS, the Bonds will be issued pursuant to the provisions of a Trust Indenture (the “Trust Indenture”) to be entered into between the City and a trustee (the “Trustee”) to be selected upon the mutual agreement of the City and the Company; and

WHEREAS, the City and the Company intend to enter into one or more Lease Agreements (the “Lease Agreements”) relating to the Project including personal property, real property, infrastructure and improvements, which contemplates that the Project will be leased to the Company, with an option to purchase for a nominal price, and the rental payments therefor together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs; and

WHEREAS, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, the City and the Company will enter into one or more Payment in Lieu of Taxes Agreements (the “PILOT Agreements”) in substantially the form presented at this meeting which provides 65% ad valorem tax abatement for a period of 20 years; and

WHEREAS, the City and the Company caused a form of a notice of public hearing to be published on January 16, 2022 and a revised notice of public hearing to be published on March 11 and 12, 2023 in the *Arkansas Democrat-Gazette*, on March 15, 2016 in the *NEA Town Courier*, and on March 16, 2023 in the *Osceola Times*; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on March 20, 2023 and having heard all persons desiring to be heard in the matter, the City has taken under advisement the comments and statements of such persons, and declared the public hearing duly closed; and

WHEREAS, the City proposes to sell the Bonds to an affiliate of the Company (the “Purchaser”) pursuant to a Bond Purchase Agreement by and between the City and the Purchaser; and

WHEREAS, the Company may obtain independent loans from one or more lenders secured by liens and encumbrances on, or security interests in or rights to, the title to all or part of the Project granted pursuant to various agreements, instruments and documents; and

WHEREAS, the City acknowledges and consents to all liens and encumbrances on, security interests in and rights to, the title to the Project granted by the Company, and acknowledges that the Company’s interests in the Project will be transferred to the City subject to such liens, encumbrances, security interests and rights, if any, and such acknowledgement and consent may be evidenced through the execution of a Recognition of Prior Interests, Nondisturbance and Attornment Agreement between the City, the Company, and the lenders of the Company (or such lenders’ agents) benefitting from such lien, encumbrance, security interest or right (the “RNA Agreement ”); and

WHEREAS, copies of the herein described Bond Purchase Agreement, Trust Indenture, Lease Agreements, RNA Agreement, and PILOT Agreements have been presented to and are before this meeting and a copy of each are on file with the City Clerk and available for inspection by any interested person; and

WHEREAS, the City believes the completion of the Project will provide additional employment opportunities and will provide other benefits to and be in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

Section 1. There be, and there is hereby, authorized and directed the following:

(a) The Bonds shall be issued in one or more series in an aggregate principal amount of not to exceed \$800,000,000.00, and the Bonds shall be sold to the Purchaser for a price of par plus the costs of issuance upon the terms and conditions set forth in the Bond Purchase Agreement.

(b) The execution and delivery of the PILOT Agreements by the Mayor and City Clerk on behalf of the City, in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval, is hereby authorized and directed. An executed copy of each PILOT Agreement shall be filed in the City Clerk's office.

(c) The acquisition, construction, and equipping of the Project, and, in connection therewith, to the extent convenient or necessary, the execution of any necessary architectural, engineering, or construction contracts or the acceptance of an assignment of any such contracts previously executed by the Company for the construction and equipping of the Project on behalf of the City is hereby authorized and directed.

Section 2. The issuance of the Bonds in the total principal amount of not to exceed \$800,000,000.00 in one or more series is hereby authorized. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall bear interest (at a rate or rates) and shall be subject to redemption prior to maturity, all upon the terms and conditions to be set forth in the Trust Indenture.

That to further prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed (when requested to do so by the Company) to execute and acknowledge the Trust Indenture, and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture

and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee and the Company in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 3. There be, and there is hereby, authorized and directed the execution and delivery of one or more Lease Agreements, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreements for and on behalf of the City. The Lease Agreements are hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company in order to complete the Lease Agreements in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 4. There be, and there is hereby, authorized and directed the execution and delivery of the Bond Purchase Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Bond Purchase Agreement for and on behalf of the City. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Purchaser in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 5. There be, and there is hereby, authorized and directed the execution and delivery of the RNA Agreement if the Company determines that such agreement is required by its lenders. The Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the RNA Agreement for and on behalf of the City. The RNA Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and lenders of the Company (or such lenders' agents) in order to complete the RNA Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 6. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect (i) the execution of the Lease Agreements, (ii) the performance of the City's obligations under the Lease Agreements, (iii) the execution and delivery of the Trust Indenture, (iv) the performance of all obligations of the City under and pursuant to the Trust Indenture, (v) the execution and delivery of the Bonds, (vi) the execution and delivery of the PILOT Agreements, (vii) the performance of the City's obligations under the PILOT Agreements, (viii) the execution and delivery of the Bond Purchase Agreement, (ix) the performance of the City's obligations under the Bond Purchase Agreement, (x) the execution and delivery of the RNA Agreement, (xi) the performance of the City's obligations under the RNA Agreement, and (xii) the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, in connection with the issuance of the Bonds and in connection with on-going rights and obligations that arise after issuance and prior to maturity of the Bonds, to execute all papers, documents, certificates, and other instruments

that may be required for the carrying out of such authority or to evidence the exercise thereof, including, but not limited to, the execution of a Home Office Payment Agreement, a Memorandum of Lease, Delivery Instructions, and/or other closing certificates.

Section 7. The Project involves the acquisition, constructing, and equipping of a complex industrial project, requiring highly specialized work and specialized types of machinery and equipment. In compliance with Ark. Code. Ann. § 14-164-204, it has been and is hereby determined by the City Council that competitive bidding be, and the same is hereby, waived as to this Project. This action is taken by the City Council pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 8. The City hereby confirms and consents to the Company's request with respect to the Bonds for Mitchell, Williams, Selig, Gates & Woodyard, PLLC to serve as Bond Counsel.

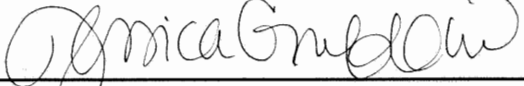
Section 9. All actions heretofore taken by the City, the Company, and the Purchaser in connection with the issuance, offer and sale of the Bonds and the development and completion of the Project are hereby in all respects ratified and approved.

Section 10. *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 11. *Repealer.* All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: March 20, 2023

ATTEST:



Jessica Griffin, City Clerk

APPROVED:



Joe Harris, Jr., Mayor

[S E A L]

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place ordinance on its second reading. All Council members voted aye, except Sandra Brand who voted nay.

Jessica read ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place ordinance on its third reading. All Council members voted aye, except Sandra Brand who voted nay.


Jessica read ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Joe Guy to adopt the ordinance. All Council members voted aye.

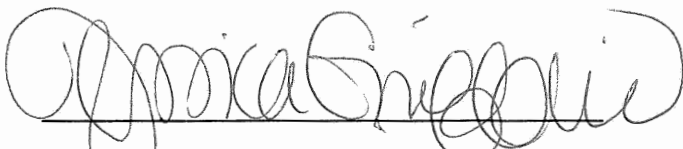
Motion was made by Tyler Dunegan and seconded by Joe Guy to adopt the emergency clause. All Council members voted aye.

Ordinance was passed on the 20th day of March, 2023 and given number 2023-07.

With there being no further business, meeting was adjourned.

A handwritten signature in black ink, appearing to read "Joe Harris", written over a horizontal line.

Joe Harris, Mayor

A handwritten signature in black ink, appearing to read "Jessica Griffin", written over a horizontal line.

Jessica Griffin, City Clerk/Treasurer

March 2023	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	
Revenue:					
01 - Osceola Light & Power	4,245,463	4,063,463	(181,999)	16,981,850	24%
02 - City General Fund	2,274,466	1,640,641	(633,825)	9,097,863	18%
03 - Street Fund	173,760	144,220	(29,540)	695,040	21%
04 - Sanitation Fund	239,513	167,653	(71,860)	958,050	17%
Total Funds	6,933,201	6,015,977	(917,224)	27,732,803	22%
Operating Expense:					
01 - Osceola Light & Power	3,653,966	4,160,091	(506,125)	14,615,862	28%
02 - City General Fund	2,682,257	1,994,856	687,401	10,729,026	19%
03 - Street Fund	276,663	254,093	22,570	1,106,650	23%
04 - Sanitation Fund	275,750	272,111	3,639	1,103,000	25%
Total Funds	6,888,635	6,681,151	207,484	27,554,538	24%
Impact to Surplus:					
01 - Osceola Light & Power	591,497	(96,628)	(688,125)	2,365,988	-4%
02 - City General Fund	(407,791)	(354,215)	53,576	(1,631,163)	22%
03 - Street Fund	(102,903)	(109,873)	(6,970)	(411,610)	27%
04 - Sanitation Fund	(36,238)	(104,459)	(68,221)	(144,950)	72%
Total Funds	44,566	(665,174)	(709,740)	178,265	

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-102	FNBEA-OMLP SAVINGS(4591)	1,915,897.83
01-104	MISC CASH ACCOUNTS	4,643.10
01-105	REGIONS-OMLP GENERAL(0093)	220,475.84
01-106	FNBEA-OMLP GENERAL(9937)	4,602.53
01-107	CASHIER'S FUND	1,500.00
01-108	REGIONS-OMLP PAYROLL(5913)	810.39
01-110	ACCOUNTS RECEIVABLE	2,597,180.63
01-113	AMP ACCOUNTS RECEIVABLE	(908.63)
01-115	BANCORP-OMLP GENERAL(0473)	911,686.27
01-116	BANCORP-OMLP PAYROLL(9969)	6,845.55
01-118	EDA GRANT FUND (940216)	95.00
01-119	DRA GRANT FUND(940208)	95.00
01-122	INVENTORY - MATERIAL & SUPPLIE	966,290.68
01-127	SURPLUS UTILITY/COST OF ISSUAN	18,117.65
01-130	DUE TO/FROM OTHER FUNDS	143,328.57
01-142	2018 BOND FUND	201,658.22
01-143	2018 BOND PROJECT FUND	1,459,275.19
01-156	2007 BOND FUND	44,811.48
01-181	ELECTRIC POWER PLANT	24,730,979.69
01-182	ISES PLANT	5,848,880.87
01-183	WATER PLANT	9,746,821.36
01-184	RES FOR DEPR ELECT & WATER PLA	(30,436,097.32)
01-185	TOOLS AND EQUIPMENT	383,907.66
01-186	NEW SEWER SYSTEMS	9,909,668.11
01-187	NEW SEWER CONST CROMPTON	438,266.61
01-188	LAND PLANT SITE	203,970.50
01-189	AUTO & TRUCKS	2,420,929.51
01-190	RES FOR DEPR AUTO & TRUCKS	(2,391,750.55)
01-191	FURNITURE & FIXTURES	662,365.07
01-192	RES FOR DEPR F&F, TOOLS/EQUIP	(954,570.42)
		<u>29,059,776.39</u>
	TOTAL ASSETS	29,059,776.39
=====		
LIABILITIES		
=====		
01-202	FEDERAL W/H PAYABLE	(106.64)
01-203	SOC SECURITY W/H PAYABLE	(99.45)
01-204	ARKANSAS W/H PAYABLE	(30.40)
01-205	GENERAL PENSION W/H	2,151.50
01-206	UNITED WAY W/H	5.00
01-207	GROUP INSURANCE W/H	162.13
01-208	UNIFORM W/H	12.00
01-210	PURCHASE POWER PAYABLE	866,520.09
01-215	UNAPPLIED CREDITS	17,109.26
01-216	REFUNDS PAYABLE	1,322.73
01-230	CUSTOMER DEPOSITS REFUNDABLE	327,236.35
01-236	ACCRUED WAGES	(1,037.80)
01-240	ACCRUED SALES TAX	53,463.00

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
01-255	DEFERRED INSURANCE PROCEEDS	216,031.35	
01-261	2007 BOND PAYABLE	1,575,281.00	
01-276	2018 BOND PAYABLE	3,086,329.00	
01-277	2022 BOND PAYABLE (BRS)	972,614.29	
	TOTAL LIABILITIES		<u>7,116,963.41</u>
EQUITY			
=====			
01-290	RETAINED EARNINGS	22,039,442.36	
	TOTAL BEGINNING EQUITY	22,039,442.36	
	TOTAL REVENUE	4,063,462.37	
	TOTAL EXPENSES	4,160,091.75	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(96,629.38)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>21,942,812.98</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>29,059,776.39</u>
			=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

01 -OSCEOLA LIGHT & POWER
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ELECTRIC DEPT	14,415,500.00	1,292,990.53	3,638,588.33	25.24	10,776,911.67
WATER DEPT	1,485,000.00	140,129.96	262,084.62	17.65	1,222,915.38
SEWER DEPT	1,080,000.00	88,300.42	161,373.31	14.94	918,626.69
ADMINISTRATION	1,350.00	419.20	1,416.11	104.90	(66.11)
TOTAL REVENUES	16,981,850.00	1,521,840.11	4,063,462.37	23.93	12,918,387.63
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ELECTRIC DEPT	11,722,250.00	2,151,795.97	3,603,131.52	30.74	8,119,118.48
WATER DEPT	1,042,900.00	74,184.05	206,637.46	19.81	836,262.54
SEWER DEPT	753,912.00	68,162.13	232,903.99	30.89	521,008.01
ADMINISTRATION	1,096,800.00	62,482.27	117,418.78	10.71	979,381.22
TOTAL EXPENDITURES	14,615,862.00	2,356,624.42	4,160,091.75	28.46	10,455,770.25
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	2,365,988.00	(834,784.31)	(96,629.38)		2,462,617.38

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

01 -OSCEOLA LIGHT & POWER

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-4-12-300 SALES	14,200,000.00	1,266,457.26	3,564,134.10	25.10	10,635,865.90
01-4-12-302 FREE SERVICES	0.00	0.00 (	239.00)	0.00	239.00
01-4-12-303 LATE PENALTY FEES	150,000.00	14,885.98	44,005.11	29.34	105,994.89
01-4-12-304 RECONNECTION FEES	40,000.00	2,675.00	11,575.00	28.94	28,425.00
01-4-12-305 POLE RENTAL	6,000.00	6,000.00	12,087.00	201.45 (	6,087.00)
01-4-12-306 CREDIT CARD FEES	12,000.00	2,297.29	6,076.12	50.63	5,923.88
01-4-12-308 NET-METERING FEES	0.00	350.00	350.00	0.00 (	350.00)
01-4-12-395 MISCELLANEOUS FEES	7,500.00	325.00	600.00	8.00	6,900.00
TOTAL ELECTRIC DEPT	14,415,500.00	1,292,990.53	3,638,588.33	25.24	10,776,911.67
<u>WATER DEPT</u>					
01-4-13-300 SALES	1,455,000.00	138,079.52	254,638.54	17.50	1,200,361.46
01-4-13-302 FREE SERVICES	0.00	0.00 (	1.86)	0.00	1.86
01-4-13-303 LATE PENALTY FEES	25,000.00	1,864.05	6,481.46	25.93	18,518.54
01-4-13-310 SERVICE FEES	5,000.00	186.39	966.48	19.33	4,033.52
TOTAL WATER DEPT	1,485,000.00	140,129.96	262,084.62	17.65	1,222,915.38
<u>SEWER DEPT</u>					
01-4-14-300 SALES	1,080,000.00	88,000.42	161,073.31	14.91	918,926.69
01-4-14-310 SERVICE FEES	0.00	300.00	300.00	0.00 (	300.00)
TOTAL SEWER DEPT	1,080,000.00	88,300.42	161,373.31	14.94	918,626.69
<u>ADMINISTRATION</u>					
01-4-15-304 AMP	0.00 (	239.35) (	685.73)	0.00	685.73
01-4-15-341 ELECTRIC PERMITS	1,200.00	0.00	28.00	2.33	1,172.00
01-4-15-342 PLUMBING PERMITS	150.00	46.00	46.00	30.67	104.00
01-4-15-390 INTEREST INCOME	0.00	612.55	2,027.84	0.00 (	2,027.84)
TOTAL ADMINISTRATION	1,350.00	419.20	1,416.11	104.90 (66.11)
<u>TOTAL REVENUES</u>					
	16,981,850.00	1,521,840.11	4,063,462.37	23.93	12,918,387.63
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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

01 -OSCEOLA LIGHT & POWER

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-5-12-400 SALARIES	815,000.00	58,607.74	167,755.74	20.58	647,244.26
01-5-12-455 TEMP SERVICE WAGES	15,000.00	0.00	0.00	0.00	15,000.00
01-5-12-502 PAYROLL TAX	65,200.00	4,240.86	14,661.48	22.49	50,538.52
01-5-12-503 GROUP INSURANCE	60,000.00	11,280.27	13,837.64	23.06	46,162.36
01-5-12-504 PENSION EXPENSE	25,000.00	2,231.66	6,662.68	26.65	18,337.32
01-5-12-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	6,279.00	83.72	1,221.00
01-5-12-515 SAFETY SUPPLIES	5,000.00	142.72	852.94	17.06	4,147.06
01-5-12-580 UNIFORM EXPENSE	5,000.00	0.00	337.95	6.76	4,662.05
01-5-12-601 MATERIALS AND SUPPLIES	15,000.00	1,892.44	3,736.83	24.91	11,263.17
01-5-12-610 TELEPHONE	8,500.00	764.07	1,095.09	12.88	7,404.91
01-5-12-619 BUILDING EXPENSE	5,000.00	1,690.53	55,254.10	1,105.08 (	50,254.10)
01-5-12-620 UTILITIES	17,500.00	1,651.34	7,584.90	43.34	9,915.10
01-5-12-630 INSURANCE	15,000.00	0.00	19,713.52	131.42 (	4,713.52)
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	5,000.00	0.00	197.98	3.96	4,802.02
01-5-12-647 LICENSES	300.00	0.00	104.03	34.68	195.97
01-5-12-648 IMMUNIZATIONS & PHYSICALS	750.00	0.00	380.03	50.67	369.97
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	3,379.04	13,132.96	26.27	36,867.04
01-5-12-651 OPERATING EXPENSES - VEHICLES	30,000.00	1,489.69	6,533.65	21.78	23,466.35
01-5-12-653 REP & MAINT - GENERATORS	0.00	2,053.71	2,053.71	0.00 (	2,053.71)
01-5-12-710 ELECTRIC POWER PURCHASED	9,940,000.00	2,015,613.02	3,140,364.41	31.59	6,799,635.59
01-5-12-760 DEPRECIATION	500,000.00	41,667.00	125,001.00	25.00	374,999.00
01-5-12-770 DEPRECIATION-VEHICLES	60,000.00	5,000.00	17,500.00	29.17	42,500.00
01-5-12-774 TREE TRIMMING	75,000.00	0.00	0.00	0.00	75,000.00
01-5-12-860 CONSULTING SERVICES	2,500.00	91.88	91.88	3.68	2,408.12
TOTAL ELECTRIC DEPT	11,722,250.00	2,151,795.97	3,603,131.52	30.74	8,119,118.48
<u>WATER DEPT</u>					
01-5-13-400 SALARIES	380,000.00	23,127.23	57,041.03	15.01	322,958.97
01-5-13-455 TEMP SERVICE WAGES	42,000.00	4,635.40	8,841.00	21.05	33,159.00
01-5-13-502 PAYROLL TAX	30,400.00	1,723.23	4,941.97	16.26	25,458.03
01-5-13-503 GROUP INSURANCE	37,500.00	2,607.43	3,732.33	9.95	33,767.67
01-5-13-504 PENSION EXPENSE	9,000.00	524.00	1,527.91	16.98	7,472.09
01-5-13-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00
01-5-13-515 SAFETY SUPPLIES	2,500.00	71.36	231.92	9.28	2,268.08
01-5-13-580 UNIFORM EXPENSE	7,500.00	1,100.96	2,689.74	35.86	4,810.26
01-5-13-601 MATERIALS AND SUPPLIES	30,000.00	469.20	4,179.81	13.93	25,820.19
01-5-13-602 CHEMICALS AND SUPPLIES	70,000.00	11,864.25	16,300.13	23.29	53,699.87
01-5-13-608 TOOLS	1,500.00	1,211.52	1,211.52	80.77	288.48
01-5-13-610 TELEPHONE	20,000.00	366.03	1,152.36	5.76	18,847.64
01-5-13-619 BUILDING EXPENSE	3,000.00	652.75	652.75	21.76	2,347.25
01-5-13-620 UTILITIES	55,000.00	4,900.18	17,767.29	32.30	37,232.71
01-5-13-630 INSURANCE	20,000.00	0.00	15,133.76	75.67	4,866.24
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	10,000.00	1,035.80	1,479.99	14.80	8,520.01
01-5-13-647 LICENSES	8,000.00	0.00	313.34	3.92	7,686.66
01-5-13-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	0.00	0.00	500.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	1,585.56	3,073.21	20.49	11,926.79
01-5-13-651 OPERATING EXPENSES - VEHICLES	25,000.00	145.71	437.13	1.75	24,562.87

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

01 -OSCEOLA LIGHT & POWER

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-652 MANHOLE & PIPE REHAB	5,000.00	0.00	0.00	0.00	5,000.00
01-5-13-682 WELL AND PUMP REPAIRS	5,000.00	0.00	362.50	7.25	4,637.50
01-5-13-683 PUMP AND TANK REPAIRS	60,000.00	1,080.44	16,818.77	28.03	43,181.23
01-5-13-761 DEPRECIATION-WATER PLANT	175,000.00	14,583.00	43,749.00	25.00	131,251.00
01-5-13-770 DEPRECIATION-VEHICLES	30,000.00	2,500.00	5,000.00	16.67	25,000.00
TOTAL WATER DEPT	1,042,900.00	74,184.05	206,637.46	19.81	836,262.54
<u>SEWER DEPT</u>					
01-5-14-400 SALARIES	240,000.00	20,217.41	54,404.70	22.67	185,595.30
01-5-14-455 TEMP SERVICE WAGES	30,000.00	4,597.60	21,873.60	72.91	8,126.40
01-5-14-502 PAYROLL TAX	19,200.00	1,497.94	5,146.93	26.81	14,053.07
01-5-14-503 GROUP INSURANCE	12,500.00	2,631.89	3,254.83	26.04	9,245.17
01-5-14-504 PENSION EXPENSE	5,400.00	460.38	1,457.45	26.99	3,942.55
01-5-14-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00
01-5-14-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
01-5-14-580 UNIFORM EXPENSE	3,500.00	12.00	36.00	1.03	3,536.00
01-5-14-601 MATERIALS AND SUPPLIES	30,000.00	2,671.86	6,717.66	22.39	23,282.34
01-5-14-602 CHEMICALS AND SUPPLIES	5,500.00	1,192.13	1,192.13	21.68	4,307.87
01-5-14-608 TOOLS	2,500.00	0.00	0.00	0.00	2,500.00
01-5-14-610 TELEPHONE	2,500.00	0.00	0.00	0.00	2,500.00
01-5-14-619 BUILDING EXPENSE	1,000.00	0.00	31,544.52	3,154.45	30,544.52
01-5-14-620 UTILITIES	40,000.00	4,961.97	12,304.46	30.76	27,695.54
01-5-14-630 INSURANCE	2,500.00	0.00	11,379.92	455.20	8,879.92
01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	200.00	0.00	98.99	49.50	101.01
01-5-14-647 LICENSES	14,500.00	0.00	0.00	0.00	14,500.00
01-5-14-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	282.00	112.80	32.00
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	2,737.82	7,944.17	39.72	12,055.83
01-5-14-651 OPERATING EXPENSES - VEHICLES	10,000.00	0.00	24.80	0.25	9,975.20
01-5-14-683 PUMP AND TANK REPAIRS	45,000.00	5,091.13	8,971.83	19.94	36,028.17
01-5-14-762 DEPRICIATION SEWER SYSTEMS	245,000.00	20,417.00	61,251.00	25.00	183,749.00
01-5-14-770 DEPRECIATION-VEHICLES	20,362.00	1,697.00	5,091.00	25.00	15,271.00
01-5-14-860 CONSULTING SERVICES	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL SEWER DEPT	753,912.00	68,162.13	232,903.99	30.89	521,008.01
<u>ADMINISTRATION</u>					
01-5-15-400 SALARIES	385,000.00	31,480.64	87,552.25	22.74	297,447.75
01-5-15-502 PAYROLL TAX	30,800.00	2,354.41	7,479.10	24.28	23,320.90
01-5-15-503 GROUP INSURANCE	50,000.00	7,324.33	8,926.11	17.85	41,073.89
01-5-15-504 PENSION EXPENSE	7,500.00	615.86	1,838.61	24.51	5,661.39
01-5-15-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	187.48	7.50	2,312.52
01-5-15-515 SAFETY SUPPLIES	1,000.00	71.36	231.92	23.19	768.08
01-5-15-516 HR MATERIALS & SUPPLIES	5,000.00	1,435.45	2,246.02	44.92	2,753.98
01-5-15-601 MATERIALS AND SUPPLIES	50,000.00	8,795.33	21,868.31	43.74	28,131.69
01-5-15-606 POSTAGE	25,000.00	3,404.76	8,155.20	32.62	16,844.80
01-5-15-610 TELEPHONE	27,500.00	898.02	3,387.97	12.32	24,112.03
01-5-15-619 BUILDING EXPENSE	25,000.00	791.22	3,272.70	13.09	21,727.30
01-5-15-620 UTILITIES	25,000.00	24.49	1,336.97	5.35	23,663.03
01-5-15-630 INSURANCE	2,000.00	0.00	0.00	0.00	2,000.00
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	30,000.00	2,923.50	14,570.50	48.57	15,429.50
01-5-15-643 AUDIT FEES	45,000.00	0.00	0.00	0.00	45,000.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

01 -OSCEOLA LIGHT & POWER

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-644 LEGAL EXPENSES	10,000.00	0.00	0.00	0.00	10,000.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	30,000.00	0.00	0.00	0.00	30,000.00
01-5-15-647 LICENSES	2,000.00	5,692.39	5,692.39	284.62 (	3,692.39)
01-5-15-648 IMMUNIZATIONS & PHYSICALS	1,500.00	0.00	32.00	2.13	1,468.00
01-5-15-686 EQUIPMENT RENTAL	7,500.00	1,144.20	1,144.20	15.26	6,355.80
01-5-15-763 DEPRECIATION	5,000.00	417.00	1,251.00	25.02	3,749.00
01-5-15-860 CONSULTING SERVICES	72,500.00 (	1,715.78)	34,274.56	47.28	38,225.44
01-5-15-883 BAD ACCOUNTS	75,000.00 (	3,178.91)	9,106.89)	12.14-	84,106.89
01-5-15-886 INTEREST EXPENSE	180,000.00	0.00 (	76,691.11)	42.61-	256,691.11
01-5-15-887 BOND PAYING AGENT EXPENSE	1,500.00	0.00	0.00	0.00	1,500.00
01-5-15-898 CASH OVER AND SHORT	500.00	4.00 (230.51)	46.10-	730.51
TOTAL ADMINISTRATION	1,096,800.00	62,482.27	117,418.78	10.71	979,381.22
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TOTAL EXPENDITURES	14,615,862.00	2,356,624.42	4,160,091.75	28.46	10,455,770.25
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REVENUES OVER/(UNDER) EXPENDITURES	2,365,988.00 (834,784.31)	96,629.38)		2,462,617.38

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
02-101	REGIONS-COMM CTR & GOLF (0051)	80,525.78	
02-105	REGIONS-CITY GENERAL(0638)	239,990.39	
02-106	FNBEA-CITY GENERAL(9902)	5,543.82	
02-107	MISC CASH ACCOUNTS	57,738.43	
02-108	REGIONS-CITY GEN PAYROLL(5948)	7,716.33	
02-109	REGIONS-FIRE DEPT ACT833(0697)	111,432.81	
02-114	MUNICIPAL PROPERTY PROGRAM	2,639,606.76	
02-115	BANCORP-CITY GENERAL(0430)	151,388.45	
02-116	BANCORP-CITY GEN PAYROLL(0465)	11,768.07	
02-118	FIRST COMML-CITY GEN SAV(7010)	8,552.29	
02-120	CULTURAL CIVIC CENTER	6,213.62	
02-121	CONFINED SPACE SERVICES GRANT	35,725.02	
02-130	DUE TO/FROM OTHER FUNDS	(165,043.38)	
			<u>3,191,158.39</u>
TOTAL ASSETS			3,191,158.39
=====			
<u>LIABILITIES</u>			
=====			
02-202	FEDERAL W/H PAYABLE	(251.59)	
02-203	SOC SECURITY W/H PAYABLE	(226.17)	
02-204	ARKANSAS W/H PAYABLE	(66.80)	
02-205	GENERAL PENSION W/H	1,667.41	
02-206	UNITED WAY W/H	55.00	
02-207	GROUP INSURANCE W/H	37.62	
02-210	FIREMENS PENSION W/H	5,999.07	
02-212	POLICE PENSION W/H	4,555.97	
02-214	GARNISHMENTS PAYABLE	(3,513.38)	
02-255	DEFERRED INSURANCE PROCEEDS	3,341,801.40	
	TOTAL LIABILITIES		<u>3,350,058.53</u>
<u>EQUITY</u>			
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02-291	BEGINNING FUND BALANCE	188,373.32	
	TOTAL BEGINNING EQUITY	188,373.32	
	TOTAL REVENUE	1,640,302.56	
	TOTAL EXPENSES	1,987,576.02	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(347,273.46)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(158,900.14)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,191,158.39
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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

02 -CITY GENERAL FUND
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ADMINISTRATION	8,167,898.00	385,177.03	1,419,459.24	17.38	6,748,438.76
POLICE DEPT	502,000.00	75,442.10	160,649.32	32.00	341,350.68
FIRE DEPT	200,000.00	8,332.00	16,664.00	8.33	183,336.00
PARKS & RECREATION DEPT	170,000.00	11,589.00	33,495.00	19.70	136,505.00
GOLF COURSE FUND	55,465.00	2,585.00	10,025.00	18.07	45,440.00
HUMANE SHELTER FUND	2,500.00	0.00	10.00	0.40	2,490.00
TOTAL REVENUES	9,097,863.00	483,125.13	1,640,302.56	18.03	7,457,560.44
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<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	4,387,183.00	392,070.56	511,331.56	11.66	3,875,851.44
POLICE DEPT	2,579,500.00	191,803.29	535,303.32	20.75	2,044,196.68
FIRE DEPT	1,512,985.00	165,822.46	412,954.84	27.29	1,100,030.16
PARKS & RECREATION DEPT	951,700.00	51,216.17	235,083.79	24.70	716,616.21
MUNICIPAL COURT	106,798.00	16,851.76	61,303.70	57.40	45,494.30
JAIL DEPARTMENT	345,500.00	45,430.15	116,994.25	33.86	228,505.75
CODE ENFORCEMENT	356,800.00	11,827.91	27,669.93	7.76	329,130.07
GOLF COURSE FUND	286,310.00	21,300.52	49,357.12	17.24	236,952.88
HUMANE SHELTER FUND	194,250.00	13,365.86	37,577.51	19.34	156,672.49
TOTAL EXPENDITURES	10,721,026.00	909,688.68	1,987,576.02	18.54	8,733,449.98
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REVENUES OVER/(UNDER) EXPENDITURES	(1,623,163.00)	(426,563.55)	(347,273.46)		(1,275,889.54)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ADMINISTRATION</u>					
02-4-01-310 PROPERTY TAXES	715,000.00	0.00	63,409.62	8.87	651,590.38
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	115,000.00	6,723.67	27,133.74	23.59	87,866.26
02-4-01-315 PRIVILEGE TAX -- CITY	8,000.00	115.00	10,005.00	125.06 (	2,005.00)
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	0.00	0.00	0.00	3,315.00
02-4-01-317 PILOT-PLUM POINT ENERGY STA	870,000.00	0.00	0.00	0.00	870,000.00
02-4-01-323 A & P TAX REVENUE	32,000.00	3,685.00	11,565.01	36.14	20,434.99
02-4-01-325 GAS FRANCHISE TAX	85,000.00	0.00	30,883.05	36.33	54,116.95
02-4-01-328 TELEPHONE EXCISE TAX	20,000.00	0.00	0.00	0.00	20,000.00
02-4-01-331 CABLE FRANCHISE TAX	20,000.00	0.00	4,090.74	20.45	15,909.26
02-4-01-345 BUILDING PERMITS	2,000.00	82.00	2,091.82	104.59 (	91.82)
02-4-01-375 PLANNING COMMISSION	100.00	0.00	10.00	10.00	90.00
02-4-01-384 CODE RED CONTRIBUTIONS	(3,750.00)	0.00	0.00	0.00 (	3,750.00)
02-4-01-390 INTEREST INCOME	500.00	517.09	1,254.58	250.92 (	754.58)
02-4-01-394 COUNTY SALES TAX	1,300,000.00	150,952.84 (	10,860.56)	0.84-	1,310,860.56
02-4-01-395 MISCELLANEOUS	3,750,733.00	4,929.80	116,624.15	3.11	3,634,108.85
02-4-01-396 GRANT INCOME	0.00	0.00	400,700.00	0.00 (	400,700.00)
02-4-01-397 CITY SALES TAX	1,250,000.00	196,995.38	741,375.84	59.31	508,624.16
02-4-01-398 RENT INCOME	0.00	21,176.25	21,176.25	0.00 (	21,176.25)
TOTAL ADMINISTRATION	8,167,898.00	385,177.03	1,419,459.24	17.38	6,748,438.76
<u>POLICE DEPT</u>					
02-4-02-335 FINES & FORFEITURES	300,000.00	56,190.44	134,551.32	44.85	165,448.68
02-4-02-337 OPD RECEIPTS	2,000.00	0.00	0.00	0.00	2,000.00
02-4-02-338 JAIL RECEIPTS	100,000.00	19,251.66	20,715.50	20.72	79,284.50
02-4-02-396 GRANT INCOME	100,000.00	0.00	5,382.50	5.38	94,617.50
TOTAL POLICE DEPT	502,000.00	75,442.10	160,649.32	32.00	341,350.68
<u>FIRE DEPT</u>					
02-4-03-380 CONTRACT TRAINING RECEIPTS	0.00	8,332.00	16,664.00	0.00 (	16,664.00)
02-4-03-396 GRANT INCOME	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL FIRE DEPT	200,000.00	8,332.00	16,664.00	8.33	183,336.00
<u>PARKS & RECREATION DEPT</u>					
02-4-04-350 ADMISSION FEES	95,000.00	11,589.00	33,495.00	35.26	61,505.00
02-4-04-396 GRANT INCOME	75,000.00	0.00	0.00	0.00	75,000.00
TOTAL PARKS & RECREATION DEPT	170,000.00	11,589.00	33,495.00	19.70	136,505.00
<u>GOLF COURSE FUND</u>					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,000.00	2,080.00	8,425.00	18.72	36,575.00
02-4-18-362 GREENS FEES	815.00	0.00	0.00	0.00	815.00
02-4-18-364 CART SHED RENTALS	8,500.00	505.00	1,600.00	18.82	6,900.00
02-4-18-365 PRO SHOP SALES	1,150.00	0.00	0.00	0.00	1,150.00
TOTAL GOLF COURSE FUND	55,465.00	2,585.00	10,025.00	18.07	45,440.00
<u>HUMANE SHELTER FUND</u>					
02-4-19-340 ANIMAL SHELTER RECEIPTS	2,500.00	0.00	10.00	0.40	2,490.00
TOTAL HUMANE SHELTER FUND	2,500.00	0.00	10.00	0.40	2,490.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	9,097,863.00	483,125.13	1,640,302.56	18.03	7,457,560.44

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-5-01-400 SALARIES	135,000.00	11,474.99	34,424.97	25.50	100,575.03
02-5-01-501 TRAVEL & PUBLIC RELATIONS	5,000.00	0.00	0.00	0.00	5,000.00
02-5-01-502 PAYROLL TAX	10,800.00	855.76	2,567.28	23.77	8,232.72
02-5-01-503 GROUP INSURANCE	45,000.00	7,111.39	11,593.97	25.76	33,406.03
02-5-01-504 PENSION EXPENSE	55,000.00	3,617.81	10,841.71	19.71	44,158.29
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	1,650.84	6,483.05	54.03	5,516.95
02-5-01-601 MATERIALS AND SUPPLIES	30,000.00	6,576.94	48,718.63	162.40 (	18,718.63)
02-5-01-605 OFFICE EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	7,500.00	400.00	2,218.50	29.58	5,281.50
02-5-01-610 TELEPHONE	3,500.00	0.00	254.11	7.26	3,245.89
02-5-01-619 BUILDING EXPENSE	35,000.00	326,388.23	329,906.34	942.59 (	294,906.34)
02-5-01-620 UTILITIES	45,000.00	2,891.07	9,300.40	20.67	35,699.60
02-5-01-625 RENT	1,000.00	0.00	0.00	0.00	1,000.00
02-5-01-626 A & P EXPENSES	30,000.00	0.00	0.00	0.00	30,000.00
02-5-01-630 INSURANCE	34,000.00	40.70	932.49	2.74	33,067.51
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	3,500.00	356.25	455.24	13.01	3,044.76
02-5-01-644 LEGAL EXPENSES	20,000.00	3,370.00	8,045.00	40.23	11,955.00
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	0.00	0.00	0.00	6,000.00
02-5-01-647 LICENSES	250.00	0.00	185.00	74.00	65.00
02-5-01-650 REPAIRS & MAINTENANCE - VEH &	1,200.00	0.00	0.00	0.00	1,200.00
02-5-01-687 ELECTION EXPENSE	0.00	0.00	3,715.06	0.00 (	3,715.06)
02-5-01-700 EQUIPMENT PURCHASES	30,000.00	0.00	1,321.73	4.41	28,678.27
02-5-01-750 ROSENWALD BLDG EXPENSE	7,500.00	66.00	1,129.05	15.05	6,370.95
02-5-01-751 SR. CITIZEN BLDG EXPENSE	5,000.00	535.95	4,492.96	89.86	507.04
02-5-01-753 COSTON BLDG EXP	1,500.00	0.00	367.96	24.53	1,132.04
02-5-01-801 PLANNING COMMISSION EXPENSE	200.00	0.00	0.00	0.00	200.00
02-5-01-860 CONSULTING SERVICES	132,500.00	19,269.56	26,769.56	20.20	105,730.44
02-5-01-861 INDUSTRIAL INCENTIVES	0.00	3,000.00	3,000.00	0.00 (	3,000.00)
02-5-01-898 ABANDONED/CONDEMNED PROP EXP	0.00	1,675.10	1,675.10	0.00 (	1,675.10)
02-5-01-899 MISCELLANEOUS	3,725,733.00	2,789.97	2,933.45	0.08	3,722,799.55
TOTAL ADMINISTRATION	4,387,183.00	392,070.56	511,331.56	11.66	3,875,851.44
POLICE DEPT					
02-5-02-400 SALARIES	1,650,000.00	119,813.90	340,286.98	20.62	1,309,713.02
02-5-02-414 SALARIES-GRANT/OPD	(60,000.00)	0.00	0.00	0.00 (	60,000.00)
02-5-02-426 AUXILIARY POLICE	2,000.00	111.53	269.22	13.46	1,730.78
02-5-02-502 PAYROLL TAX	132,000.00	8,694.55	27,045.66	20.49	104,954.34
02-5-02-503 GROUP INSURANCE	135,000.00	19,211.88	26,798.70	19.85	108,201.30
02-5-02-504 PENSION EXPENSE	181,500.00	23,382.76	70,603.20	38.90	110,896.80
02-5-02-510 TRAVEL & TRAINING EXPENSE	10,000.00	630.07	1,154.37	11.54	8,845.63
02-5-02-515 SAFETY SUPPLIES	0.00	142.72	463.84	0.00 (	463.84)
02-5-02-580 UNIFORM EXPENSE	20,000.00	2,853.58	5,060.47	25.30	14,939.53
02-5-02-581 UNIFORM LAUNDRY	0.00	0.00	96.47	0.00 (	96.47)
02-5-02-601 MATERIALS AND SUPPLIES	50,000.00	477.66	830.67	1.66	49,169.33
02-5-02-610 TELEPHONE	35,000.00	2,476.22	7,222.16	20.63	27,777.84
02-5-02-619 BUILDING EXPENSE	1,500.00	357.12	1,028.30	68.55	471.70
02-5-02-620 UTILITIES	7,500.00	690.80	2,228.47	29.71	5,271.53

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
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02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-02-630 INSURANCE	30,000.00	0.00	8,283.54	27.61	21,716.46
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	25,000.00	321.67	1,148.11	4.59	23,851.89
02-5-02-648 IMMUNIZATIONS & PHYSICALS	5,000.00 (	451.73)	776.27	15.53	4,223.73
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	11,009.08	37,062.03	74.12	12,937.97
02-5-02-651 OPERATING EXPENSES - VEHICLES	55,000.00	1,317.73	2,266.24	4.12	52,733.76
02-5-02-700 EQUIPMENT PURCHASES	250,000.00	763.75	2,678.62	1.07	247,321.38
TOTAL POLICE DEPT	2,579,500.00	191,803.29	535,303.32	20.75	2,044,196.68
<u>FIRE DEPT</u>					
02-5-03-400 SALARIES	885,000.00	69,835.25	197,544.60	22.32	687,455.40
02-5-03-427 FIRE SCRIPT-REDEEMED	12,000.00	241.28	2,784.17	23.20	9,215.83
02-5-03-502 PAYROLL TAX	17,700.00	1,248.61	4,028.29	22.76	13,671.71
02-5-03-503 GROUP INSURANCE	72,000.00	10,205.27	15,913.36	22.10	56,086.64
02-5-03-504 PENSION EXPENSE	128,000.00	16,826.47	51,230.70	40.02	76,769.30
02-5-03-510 TRAVEL & TRAINING EXPENSE	4,000.00	0.00	0.00	0.00	4,000.00
02-5-03-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
02-5-03-580 UNIFORM EXPENSE	7,500.00	573.29	1,612.53	21.50	5,887.47
02-5-03-601 MATERIALS AND SUPPLIES	20,000.00	52,693.09	61,476.82	307.38 (	41,476.82)
02-5-03-610 TELEPHONE	20,000.00	489.28	1,575.05	7.88	18,424.95
02-5-03-619 BUILDING EXPENSE	7,000.00	3,074.65	5,030.31	71.86	1,969.69
02-5-03-620 UTILITIES	8,500.00	1,362.56	5,620.84	66.13	2,879.16
02-5-03-630 INSURANCE	50,000.00	0.00	46,678.09	93.36	3,321.91
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS	400.00	0.00	197.98	49.50	202.02
02-5-03-647 LICENSES	0.00	0.00	52.00	0.00 (	52.00)
02-5-03-648 IMMUNIZATIONS & PHYSICALS	2,000.00 (	427.35)	254.65	12.73	1,745.35
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	22,000.00	735.44	4,491.03	20.41	17,508.97
02-5-03-651 OPERATING EXPENSES - VEHICLES	18,000.00	955.04	2,654.39	14.75	15,345.61
02-5-03-686 EQUIPMENT RENTAL	22,000.00	3,164.05	4,978.37	22.63	17,021.63
02-5-03-700 EQUIPMENT PURCHASES	165,885.00	4,845.53	6,831.66	4.12	159,053.34
02-5-03-895 CAPITAL LEASE PAYMENTS	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL FIRE DEPT	1,512,985.00	165,822.46	412,954.84	27.29	1,100,030.16
<u>PARKS & RECREATION DEPT</u>					
02-5-04-400 SALARIES	390,000.00	26,793.22	85,694.81	21.97	304,305.19
02-5-04-435 SUMMER WORKERS	17,500.00	0.00	0.00	0.00	17,500.00
02-5-04-455 TEMP SERVICE WAGES	10,000.00	0.00	0.00	0.00	10,000.00
02-5-04-502 PAYROLL TAX	31,200.00	1,938.68	6,758.13	21.66	24,441.87
02-5-04-503 GROUP INSURANCE	30,000.00	6,294.93	7,981.01	26.60	22,018.99
02-5-04-504 PENSION EXPENSE	5,500.00	483.22	1,442.63	26.23	4,057.37
02-5-04-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	0.00	0.00	12,000.00
02-5-04-515 SAFETY SUPPLIES	3,000.00	212.24	689.78	22.99	2,310.22
02-5-04-601 MATERIALS AND SUPPLIES	103,000.00	5,752.55	12,220.35	11.86	90,779.65
02-5-04-610 TELEPHONE	5,000.00	249.73	749.15	14.98	4,250.85
02-5-04-619 BUILDING EXPENSE	35,000.00	1,308.50	87,483.97	249.95 (	52,483.97)
02-5-04-620 UTILITIES	35,500.00	2,241.49	8,619.10	24.28	26,880.90
02-5-04-630 INSURANCE	7,500.00	0.00	7,180.78	95.74	319.22
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	2,000.00	0.00	796.59	39.83	1,203.41
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-647 LICENSES	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	64.00	12.80	436.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	2,166.71	2,936.00	11.74	22,064.00
02-5-04-651 OPERATING EXPENSES - VEHICLES	20,000.00	456.78	1,347.21	6.74	18,652.79
02-5-04-700 EQUIPMENT PURCHASES	150,000.00	0.00	0.00	0.00	150,000.00
02-5-04-725 ATHLETIC EQUIPMENT	40,000.00	0.00	3,112.70	7.78	36,887.30
02-5-04-895 CAPITAL LEASE PAYMENTS	25,000.00	3,318.12	8,007.58	32.03	16,992.42
TOTAL PARKS & RECREATION DEPT	951,700.00	51,216.17	235,083.79	24.70	716,616.21
<u>MUNICIPAL COURT</u>					
02-5-05-421 JUDGE'S SALARY	30,000.00	7,331.25	7,331.25	24.44	22,668.75
02-5-05-422 CLERK'S SALARY	111,480.00	8,255.38	24,544.39	22.02	86,935.61
02-5-05-502 PAYROLL TAX	11,318.00	622.72	2,020.57	17.85	9,297.43
02-5-05-503 GROUP INSURANCE	10,000.00	193.19	420.45	4.20	9,579.55
02-5-05-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-05-601 MATERIALS AND SUPPLIES	2,000.00	835.60	835.60	41.78	1,164.40
02-5-05-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	77.00	0.00	77.00
02-5-05-700 EQUIPMENT PURCHASES	0.00	0.00	57.19	0.00	57.19
02-5-05-899 MISCELLANEOUS	(60,000.00)	0.00	26,017.25	43.36	(86,017.25)
TOTAL MUNICIPAL COURT	106,798.00	16,851.76	61,303.70	57.40	45,494.30
<u>JAIL DEPARTMENT</u>					
02-5-11-400 SALARIES	175,000.00	14,730.10	35,058.05	20.03	139,941.95
02-5-11-455 TEMP SERVICE WAGES	50,000.00	12,828.48	35,445.70	70.89	14,554.30
02-5-11-502 PAYROLL TAX	14,000.00	1,105.84	3,252.57	23.23	10,747.43
02-5-11-503 GROUP INSURANCE	15,000.00	5,267.99	8,538.35	56.92	6,461.65
02-5-11-504 PENSION EXPENSE	1,250.00	247.01	716.77	57.34	533.23
02-5-11-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-11-580 UNIFORM EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00
02-5-11-601 MATERIALS AND SUPPLIES	40,000.00	7,123.38	21,948.01	54.87	18,051.99
02-5-11-619 BUILDING EXPENSE	0.00	0.00	2,145.92	0.00	(2,145.92)
02-5-11-620 UTILITIES	20,800.00	1,557.92	2,595.39	12.48	18,204.61
02-5-11-630 INSURANCE	200.00	0.00	136.58	68.29	63.42
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	355.00	35.50	645.00
02-5-11-655 JAIL MAINTENANCE FUND	25,000.00	2,509.43	6,675.91	26.70	18,324.09
02-5-11-659 INMATE MEDICAL	250.00	60.00	60.00	24.00	190.00
02-5-11-700 EQUIPMENT PURCHASES	0.00	0.00	66.00	0.00	(66.00)
TOTAL JAIL DEPARTMENT	345,500.00	45,430.15	116,994.25	33.86	228,505.75
<u>CODE ENFORCEMENT</u>					
02-5-17-400 SALARIES	125,000.00	7,014.42	19,268.86	15.42	105,731.14
02-5-17-502 PAYROLL TAX	10,000.00	230.90	699.34	6.99	9,300.66
02-5-17-503 GROUP INSURANCE	8,800.00	2,792.94	4,548.89	51.69	4,251.11
02-5-17-510 TRAVEL & TRAINING EXPENSE	5,000.00	600.00	600.00	12.00	4,400.00
02-5-17-601 MATERIALS AND SUPPLIES	10,000.00	349.38	948.81	9.49	9,051.19
02-5-17-647 LICENSES	0.00	330.00	330.00	0.00	(330.00)
02-5-17-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	32.00	0.00	(32.00)
02-5-17-650 REPAIRS & MAINTENANCE - VEH &	0.00	494.08	1,193.46	0.00	(1,193.46)
02-5-17-651 OPERATING EXPENSES- VEHICLES	10,000.00	16.19	48.57	0.49	9,951.43
02-5-17-700 EQUIPMENT PURCHASES	48,000.00	0.00	0.00	0.00	48,000.00
02-5-17-899 MISCELLANEOUS	140,000.00	0.00	0.00	0.00	140,000.00
TOTAL CODE ENFORCEMENT	356,800.00	11,827.91	27,669.93	7.76	329,130.07

02 -CITY GENERAL FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOLF COURSE FUND</u>					
02-5-18-400 SALARIES	98,000.00	4,467.76	14,143.82	14.43	83,856.18
02-5-18-455 TEMP SERVICE WAGES	40,000.00	2,468.20	3,825.50	9.56	36,174.50
02-5-18-502 PAYROLL TAX	7,840.00	335.36	1,182.05	15.08	6,657.95
02-5-18-503 GROUP INSURANCE	10,000.00	716.93	931.58	9.32	9,068.42
02-5-18-504 PENSION EXPENSE	3,270.00	223.38	666.89	20.39	2,603.11
02-5-18-601 MATERIALS AND SUPPLIES	45,000.00	6,070.67	12,704.48	28.23	32,295.52
02-5-18-610 TELEPHONE	2,500.00	743.85	1,243.49	49.74	1,256.51
02-5-18-619 BUILDING EXPENSE	0.00	535.37	1,144.77	0.00 (	1,144.77)
02-5-18-620 UTILITIES	5,700.00	534.71	1,865.69	32.73	3,834.31
02-5-18-630 INSURANCE	6,000.00	0.00	5,129.70	85.50	870.30
02-5-18-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	98.99	0.00 (	98.99)
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	12,500.00	995.72	995.72	7.97	11,504.28
02-5-18-651 OPERATING EXPENSES - VEHICLES	15,000.00	775.59	1,154.16	7.69	13,845.84
02-5-18-686 EQUIPMENT RENTAL	500.00	0.00	0.00	0.00	500.00
02-5-18-700 EQUIPMENT PURCHASES	5,000.00	0.00	0.00	0.00	5,000.00
02-5-18-895 CAPITAL LEASE PAYMENTS	35,000.00	3,432.98	4,270.28	12.20	30,729.72
TOTAL GOLF COURSE FUND	286,310.00	21,300.52	49,357.12	17.24	236,952.88
<u>HUMANE SHELTER FUND</u>					
02-5-19-400 SALARIES	80,000.00	6,310.90	21,780.55	27.23	58,219.45
02-5-19-455 TEMP SERVICE WAGES	15,000.00	1,012.20	1,012.20	6.75	13,987.80
02-5-19-502 PAYROLL TAX	6,400.00	475.79	1,827.47	28.55	4,572.53
02-5-19-503 GROUP INSURANCE	6,000.00	744.63	933.69	15.56	5,066.31
02-5-19-504 PENSION EXPENSE	1,250.00	105.60	309.98	24.80	940.02
02-5-19-510 TRAVEL & TRAINING EXPENSE	250.00	0.00	0.00	0.00	250.00
02-5-19-515 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00
02-5-19-580 UNIFORM EXPENSE	500.00	0.00	169.05	33.81	330.95
02-5-19-601 MATERIALS AND SUPPLIES	20,000.00	2,567.89	4,723.66	23.62	15,276.34
02-5-19-610 TELEPHONE	9,800.00	414.34	1,250.33	12.76	8,549.67
02-5-19-611 VET BILLS	7,500.00	899.00	1,538.25	20.51	5,961.75
02-5-19-619 BUILDING EXPENSE	2,500.00	275.00	1,862.97	74.52	637.03
02-5-19-620 UTILITIES	3,600.00	335.92	846.95	23.53	2,753.05
02-5-19-630 INSURANCE	1,500.00	0.00	484.02	32.27	1,015.98
02-5-19-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	98.99	0.00 (	98.99)
02-5-19-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	32.00	12.80	218.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	0.00	0.00	0.00	1,500.00
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	224.59	703.80	23.46	2,296.20
02-5-19-700 EQUIPMENT PURCHASES	35,000.00	0.00	0.00	0.00	35,000.00
02-5-19-840 Disposal	0.00	0.00	3.60	0.00 (	3.60)
TOTAL HUMANE SHELTER FUND	194,250.00	13,365.86	37,577.51	19.34	156,672.49
TOTAL EXPENDITURES	10,721,026.00	909,688.68	1,987,576.02	18.54	8,733,449.98
REVENUES OVER/(UNDER) EXPENDITURES	(1,623,163.00)	(426,563.55)	(347,273.46)		(1,275,889.54)

03 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			
=====			
03-106	FNBEA-STREET FUND(9910)	136.70	
03-115	BANCORP-STREET FUND(0449)	130,695.96	
03-130	DUE TO/FROM OTHER FUNDS	<u>61,825.28</u>	
			<u>192,657.94</u>
TOTAL ASSETS			192,657.94
			=====
LIABILITIES			
=====			
EQUITY			
=====			
03-291	BEGINNING FUND BALANCE	<u>302,530.08</u>	
	TOTAL BEGINNING EQUITY	<u>302,530.08</u>	
TOTAL REVENUE		144,220.46	
TOTAL EXPENSES		<u>254,092.60</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(<u>109,872.14</u>)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>192,657.94</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			192,657.94
			=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

03 -STREET FUND
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
STREET DEPT	<u>695,040.00</u>	<u>41,902.35</u>	<u>144,220.46</u>	<u>20.75</u>	<u>550,819.54</u>
TOTAL REVENUES	<u>695,040.00</u>	<u>41,902.35</u>	<u>144,220.46</u>	<u>20.75</u>	<u>550,819.54</u>
=====					
<u>EXPENDITURE SUMMARY</u>					
STREET DEPT	<u>1,106,650.00</u>	<u>49,723.89</u>	<u>254,092.60</u>	<u>22.96</u>	<u>852,557.40</u>
TOTAL EXPENDITURES	<u>1,106,650.00</u>	<u>49,723.89</u>	<u>254,092.60</u>	<u>22.96</u>	<u>852,557.40</u>
=====					
REVENUES OVER/(UNDER) EXPENDITURES	(411,610.00)	(7,821.54)	(109,872.14)		(301,737.86)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

03 -STREET FUND

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>STREET DEPT</u>					
03-4-06-314 GENERAL REVENUE (STATE OF ARK)	600,000.00	0.00	0.00	0.00	600,000.00
03-4-06-322 DEBRIS REMOVAL	0.00	100.00	100.00	0.00 (	100.00)
03-4-06-386 STREET REVENUE TURNBACK	0.00	41,785.91	144,040.67	0.00 (	144,040.67)
03-4-06-390 INTEREST INCOME	40.00	16.44	62.96	157.40 (	22.96)
03-4-06-395 MISCELLANEOUS	<u>95,000.00</u>	<u>0.00</u>	<u>16.83</u>	<u>0.02</u>	<u>94,983.17</u>
TOTAL STREET DEPT	695,040.00	41,902.35	144,220.46	20.75	550,819.54
<hr/>					
TOTAL REVENUES	695,040.00	41,902.35	144,220.46	20.75	550,819.54
	=====	=====	=====	=====	=====

03 -STREET FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-5-06-441 WAGES-STREET EMPLOYEES	440,000.00	21,274.96	79,253.27	18.01	360,746.73
03-5-06-455 TEMP SERVICES WAGES	50,000.00	5,445.65	19,683.30	39.37	30,316.70
03-5-06-502 PAYROLL TAX	35,200.00	1,595.08	6,359.30	18.07	28,840.70
03-5-06-503 GROUP INSURANCE	40,000.00	5,060.70	7,373.17	18.43	32,626.83
03-5-06-504 PENSION EXPENSE	7,500.00	183.58	938.63	12.52	6,561.37
03-5-06-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	200.00	20.00	800.00
03-5-06-515 SAFETY SUPPLIES	2,500.00	142.72	374.64	14.99	2,125.36
03-5-06-580 UNIFORM EXPENSE	3,200.00	1,112.38	3,724.06	116.38 (	524.06)
03-5-06-601 MATERIALS AND SUPPLIES	20,000.00	2,203.91	5,418.94	27.09	14,581.06
03-5-06-610 TELEPHONE	7,000.00	284.26	938.62	13.41	6,061.38
03-5-06-619 BUILDING EXPENSE	10,000.00	1,203.17	82,558.37	825.58 (	72,558.37)
03-5-06-620 UTILITIES	5,000.00	459.00	2,883.31	57.67	2,116.69
03-5-06-630 INSURANCE	30,000.00	0.00	14,211.22	47.37	15,788.78
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	250.00	0.00	98.99	39.60	151.01
03-5-06-647 LICENSES	0.00	24.17	24.17	0.00 (	24.17)
03-5-06-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	424.00	42.40	576.00
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	60,000.00	6,959.31	20,719.35	34.53	39,280.65
03-5-06-651 OPERATING EXPENSES - VEHICLES	55,000.00	161.90	485.70	0.88	54,514.30
03-5-06-700 EQUIPMENT PURCHASES	56,000.00	0.00	0.00	0.00	56,000.00
03-5-06-750 ASPHALT	2,500.00	0.00	0.00	0.00	2,500.00
03-5-06-751 GRAVEL	1,000.00	0.00	385.00	38.50	615.00
03-5-06-752 CULVERTS & DRAINS, ETC.	1,500.00	0.00	0.00	0.00	1,500.00
03-5-06-753 STREET-REPAIR CONTRACT	200,000.00	0.00	0.00	0.00	200,000.00
03-5-06-755 STREET PAINTING	500.00	0.00	0.00	0.00	500.00
03-5-06-756 SIGNS	2,500.00	0.00	0.00	0.00	2,500.00
03-5-06-840 DUMPING-DISPOSAL	65,000.00	3,613.10	7,878.56	12.12	57,121.44
03-5-06-899 MISCELLANEOUS	10,000.00	0.00	160.00	1.60	9,840.00
TOTAL STREET DEPT	1,106,650.00	49,723.89	254,092.60	22.96	852,557.40
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TOTAL EXPENDITURES	1,106,650.00	49,723.89	254,092.60	22.96	852,557.40
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REVENUES OVER/(UNDER) EXPENDITURES	(411,610.00)	(7,821.54)	(109,872.14)		(301,737.86)

04 -SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
04-106	FNBEA-SANITATION FUND(9929)	2,321.92	
04-107	FNBEA SANITATION	200.00	
04-115	BANCORP-SANITATION FUND(9951)	12,382.46	
04-130	DUE TO/FROM OTHER FUNDS	(35,051.39)	
04-185	TOOLS AND EQUIPMENT	2,310,661.79	
04-188	LAND PLANT SITE	47,257.70	
04-189	AUTO & TRUCKS	76,896.68	
04-193	WASTE TO ENERGY FACILITY	1,444,544.38	
04-194	RESERVE FOR DEPR WASTE FACILIT	(2,774,423.89)	
			<u>1,084,789.65</u>
TOTAL ASSETS			<u>1,084,789.65</u>
=====			
LIABILITIES			
=====			
04-263	N/P BCS COMML GARBAGE TRUCK	85,791.29	
04-267	N/P BCS KNUCKLEBOOM TRUCK	43,466.66	
04-269	N/P BCS COMML ROLL-OFF	38,965.88	
04-270	N/P BCS RESIDNTL GARBAGE TRUCK	64,163.84	
	TOTAL LIABILITIES		<u>232,387.67</u>
EQUITY			
=====			
04-290	RETAINED EARNINGS	956,859.24	
	TOTAL BEGINNING EQUITY	956,859.24	
TOTAL REVENUE		167,653.59	
TOTAL EXPENSES		272,110.85	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(104,457.26)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>852,401.98</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,084,789.65</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

04 -SANITATION FUND
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION	850,050.00	73,103.03	148,248.58	17.44	701,801.42
PEST CONTROL FUND	<u>108,000.00</u>	<u>9,528.28</u>	<u>19,405.01</u>	<u>17.97</u>	<u>88,594.99</u>
TOTAL REVENUES	<u>958,050.00</u>	<u>82,631.31</u>	<u>167,653.59</u>	<u>17.50</u>	<u>790,396.41</u>
<u>EXPENDITURE SUMMARY</u>					
SANITATION	986,000.00	109,681.07	256,359.95	26.00	729,640.05
COMPOSTING DEPT	1,500.00	0.00	0.00	0.00	1,500.00
PEST CONTROL FUND	<u>115,500.00</u>	<u>7,875.45</u>	<u>15,750.90</u>	<u>13.64</u>	<u>99,749.10</u>
TOTAL EXPENDITURES	<u>1,103,000.00</u>	<u>117,556.52</u>	<u>272,110.85</u>	<u>24.67</u>	<u>830,889.15</u>
REVENUES OVER/(UNDER) EXPENDITURES	(144,950.00)	(34,925.21)	(104,457.26)		(40,492.74)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

04 -SANITATION FUND

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>SANITATION</u>					
04-4-07-300 SALES	850,000.00	72,703.80	147,793.48	17.39	702,206.52
04-4-07-390 INTEREST INCOME	50.00	5.83	26.11	52.22	23.89
04-4-07-395 MISCELLANEOUS	0.00	393.40	428.99	0.00	(428.99)
TOTAL SANITATION	<u>850,050.00</u>	<u>73,103.03</u>	<u>148,248.58</u>	<u>17.44</u>	<u>701,801.42</u>
<hr/>					
<u>COMPOSTING DEPT</u>					
<hr/>					
<u>PEST CONTROL FUND</u>					
04-4-20-300 SALES	<u>108,000.00</u>	<u>9,528.28</u>	<u>19,405.01</u>	<u>17.97</u>	<u>88,594.99</u>
TOTAL PEST CONTROL FUND	<u>108,000.00</u>	<u>9,528.28</u>	<u>19,405.01</u>	<u>17.97</u>	<u>88,594.99</u>
<hr/>					
TOTAL REVENUES	<u>958,050.00</u>	<u>82,631.31</u>	<u>167,653.59</u>	<u>17.50</u>	<u>790,396.41</u>
	=====	=====	=====	=====	=====

04 -SANITATION FUND

				25.00% OF FISCAL YEAR	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-5-07-451 WAGES-GARBAGE COLLECTIONS	300,000.00	30,313.88	77,698.79	25.90	222,301.21
04-5-07-455 TEMP SERVICE WAGES	45,000.00	2,895.20	10,670.03	23.71	34,329.97
04-5-07-502 PAYROLL TAX	24,000.00	2,233.99	6,803.69	28.35	17,196.31
04-5-07-503 GROUP INSURANCE	35,000.00	4,762.41	5,394.73	15.41	29,605.27
04-5-07-504 PENSION EXPENSE	10,500.00	874.90	2,604.46	24.80	7,895.54
04-5-07-510 TRAVEL & TRAINING EXPENSE	750.00	0.00	0.00	0.00	750.00
04-5-07-515 SAFETY SUPPLIES	5,000.00	0.00	114.20	2.28	4,885.80
04-5-07-580 UNIFORM EXPENSE	5,000.00	438.15	1,341.75	26.84	3,658.25
04-5-07-601 MATERIALS AND SUPPLIES	31,000.00	16,490.44	2,940.88	9.49	28,059.12
04-5-07-610 TELEPHONE	4,500.00	165.51	496.53	11.03	4,003.47
04-5-07-619 BUILDING EXPENSE	4,000.00	208.98	812.76	20.32	3,187.24
04-5-07-620 UTILITIES	2,500.00	0.00	0.00	0.00	2,500.00
04-5-07-630 INSURANCE	22,500.00	0.00	20,676.08	91.89	1,823.92
04-5-07-642 GARBAGE BAGS	20,000.00 (	1,060.00) (	4,290.00)	21.45-	24,290.00
04-5-07-647 LICENSES	1,000.00	0.00	0.00	0.00	1,000.00
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	0.00	0.00	250.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	11,965.00	20,042.07	100.21 (	42.07)
04-5-07-651 OPERATING EXPENSES - VEHICLES	45,000.00	64.28	3,107.41	6.91	41,892.59
04-5-07-764 DEPRECIATION EXPENSE	225,000.00	18,750.00	56,250.00	25.00	168,750.00
04-5-07-840 DUMPING-DISPOSAL	175,000.00	15,979.74	35,127.31	20.07	139,872.69
04-5-07-886 INTEREST EXPENSE	10,000.00	5,598.59	16,569.26	165.69 (	6,569.26)
TOTAL SANITATION	986,000.00	109,681.07	256,359.95	26.00	729,640.05
<u>COMPOSTING DEPT</u>					
04-5-10-601 MATERIALS AND SUPPLIES	250.00	0.00	0.00	0.00	250.00
04-5-10-650 REPAIRS & MAINTENANCE - VEH &	1,000.00	0.00	0.00	0.00	1,000.00
04-5-10-651 OPERATING EXPENSES - VEHICLES	250.00	0.00	0.00	0.00	250.00
TOTAL COMPOSTING DEPT	1,500.00	0.00	0.00	0.00	1,500.00
<u>PEST CONTROL FUND</u>					
04-5-20-601 MATERIALS AND SUPPLIES	500.00	0.00	0.00	0.00	500.00
04-5-20-602 CHEMICALS AND SUPPLIES	115,000.00	7,875.45	15,750.90	13.70	99,249.10
TOTAL PEST CONTROL FUND	115,500.00	7,875.45	15,750.90	13.64	99,749.10
TOTAL EXPENDITURES	1,103,000.00	117,556.52	272,110.85	24.67	830,889.15
REVENUES OVER/(UNDER) EXPENDITURES	(144,950.00) (	34,925.21) (	104,457.26)	(	40,492.74)

05 -AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
ASSETS		
=====		
05-101	REGIONS-AIRPORT OPERATING(680)	9,889.13
05-105	BANCORP-AIRPORT GRANT(6248)	42,009.53
05-130	DUE TO/FROM OTHER FUNDS	(5,059.08)
		<hr/> 46,839.58
TOTAL ASSETS		46,839.58
		=====
LIABILITIES		
=====		
EQUITY		
=====		
05-291	BEGINNING FUND BALANCE	52,219.67
	TOTAL BEGINNING EQUITY	52,219.67
TOTAL REVENUE		1,298.24
TOTAL EXPENSES		6,678.33
TOTAL REVENUE OVER/(UNDER) EXPENSES		(5,380.09)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<hr/> 46,839.58
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		46,839.58
		=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

05 -AIRPORT FUND
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
AIRPORT	<u>0.00</u>	<u>710.84</u>	<u>1,298.24</u>	<u>0.00</u>	<u>(1,298.24)</u>
TOTAL REVENUES	<u>0.00</u>	<u>710.84</u>	<u>1,298.24</u>	<u>0.00</u>	<u>(1,298.24)</u>
<u>EXPENDITURE SUMMARY</u>					
AIRPORT	<u>8,000.00</u>	<u>109.74</u>	<u>6,678.33</u>	<u>83.48</u>	<u>1,321.67</u>
TOTAL EXPENDITURES	<u>8,000.00</u>	<u>109.74</u>	<u>6,678.33</u>	<u>83.48</u>	<u>1,321.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	(8,000.00)	601.10	(5,380.09)		(2,619.91)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

05 -AIRPORT FUND

25.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
AIRPORT					
05-4-09-390 INTEREST INCOME	0.00	5.35	15.53	0.00 (	15.53)
05-4-09-395 MISCELLANEOUS	0.00	705.49	1,282.71	0.00 (	1,282.71)
TOTAL AIRPORT	0.00	710.84	1,298.24	0.00 (	1,298.24)
<hr/>					
TOTAL REVENUES	0.00	710.84	1,298.24	0.00 (	1,298.24)
	=====	=====	=====	=====	=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

05 -AIRPORT FUND

25.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
AIRPORT					
05-5-09-601 MATERIALS AND SUPPLIES	0.00	86.03	1,619.25	0.00 (	1,619.25)
05-5-09-619 BUILDING EXPENSE	7,500.00	0.00	5,027.50	67.03	2,472.50
05-5-09-620 UTILITIES	0.00	23.71	31.58	0.00 (	31.58)
05-5-09-630 INSURANCE	500.00	0.00	0.00	0.00	500.00
TOTAL AIRPORT	8,000.00	109.74	6,678.33	83.48	1,321.67
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TOTAL EXPENDITURES	8,000.00	109.74	6,678.33	83.48	1,321.67
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(8,000.00)	601.10 (5,380.09)	(2,619.91)

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	ACSC	214	GARNISHMENTS PAYABLE	CS# 087919999/066481613	488.00		
		214	GARNISHMENTS PAYABLE	CS# 087919999/066481613	488.00		
		214	GARNISHMENTS PAYABLE	CS# 568899437	360.00		
		214	GARNISHMENTS PAYABLE	CS# 568899437	360.00		
		214	GARNISHMENTS PAYABLE	CS#022394788	180.00		
		214	GARNISHMENTS PAYABLE	CS#022394788	180.00		
	TENCARVA MACHINERY COMPANY	186	NEW SEWER SYSTEMS	WATER	815.11		
		204	ARKANSAS W/H PAYABLE	STATE W/H	1,901.62		
		204	ARKANSAS W/H PAYABLE	STATE W/H	36.24		
		204	ARKANSAS W/H PAYABLE	STATE W/H	4.52		
	DEPT OF FINANCE	204	ARKANSAS W/H PAYABLE	STATE W/H	1,887.83		
		116	BANCORP-OMLP PAYROLL	OMLP PY BCS 03/09/2023	8,541.95		
		116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 03/09/2023	39,333.75		
		116	BANCORP-OMLP PAYROLL	R. ROBERTS PY 03/09/23 REG	1,095.48		
		116	BANCORP-OMLP PAYROLL	OMLP PY BCS 03/10/2023	442.68		
		116	BANCORP-OMLP PAYROLL	OMLP PY BCS 03/23/2023	8,159.79		
	OMLP PAYROLL	116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 03/23/2023	38,373.16		
		MISCELLANEOUS V	REGENOLD, SU	216	REFUNDS PAYABLE	20-14700-02	8.50
		ROSS, LOUISE	216	REFUNDS PAYABLE	02-15300-05	191.09	
		COX AUTOMOTI	216	REFUNDS PAYABLE	07-24200-01	147.13	
	TECHLINE LTD	181	ELECTRIC POWER PLANT	ELEC	170.73		
		181	ELECTRIC POWER PLANT	ELEC	1,155.00		
		181	ELECTRIC POWER PLANT	ELEC	1,501.51		
		181	ELECTRIC POWER PLANT	ELEC	114.44		
		181	ELECTRIC POWER PLANT	ELEC	74.59		
		181	ELECTRIC POWER PLANT	ELEC	2,475.00		
		181	ELECTRIC POWER PLANT	ELEC	2,220.91		
		181	ELECTRIC POWER PLANT	ELEC	16,775.00		
		181	ELECTRIC POWER PLANT	ELEC	550.00		
		181	ELECTRIC POWER PLANT	ELEC	9,616.20		
		214	GARNISHMENTS PAYABLE	CASE# CIV 17-162 K. LITTLE	422.28		
		210	PURCHASE POWER PAYAB	MJMEUC	729,602.64		
		210	PURCHASE POWER PAYAB	ELEC	8,646.46		
		210	PURCHASE POWER PAYAB	ELEC	61,696.11		
	FIRST NATIONAL BANK	272	2014 BOND PAYABLE	FIRST NATIONAL BANK	15,413.60		
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	5,361.17		
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	85.82		
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	5,325.86		
		203	SOC SECURITY W/H PAY	FICA W/H	3,952.88		
		203	SOC SECURITY W/H PAY	FICA W/H	81.74		
		203	SOC SECURITY W/H PAY	FICA W/H	31.07		
		203	SOC SECURITY W/H PAY	FICA W/H	3,890.06		
		203	SOC SECURITY W/H PAY	MEDICARE W/H	924.50		
		203	SOC SECURITY W/H PAY	MEDICARE W/H	19.12		
		203	SOC SECURITY W/H PAY	MEDICARE W/H	7.27		
		203	SOC SECURITY W/H PAY	MEDICARE W/H	909.80		
	JONESBORO HYDRAULICS	186	NEW SEWER SYSTEMS	SEWER-REPAIR VAC TRUCK	8,653.50		
	MISSISSIPPI COUNTY ELECTRIC	210	PURCHASE POWER PAYAB	MISSISSIPPI COUNTY ELECTRI	788,235.10		
		183	WATER PLANT	WATER-INV#S317359	4,635.56		
		183	WATER PLANT	WATER	501.60		
		183	WATER PLANT	WATER	118.80		
		183	WATER PLANT	WATER	180.40		
		183	WATER PLANT	WATER	144.87		
	CORE & MAIN	183	WATER PLANT	WATER	478.94		

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		183	WATER PLANT	WATER	1,751.59
	DORIAN MORALES	216	REFUNDS PAYABLE	ELEC-REFUND	1,522.37
	SKYLAYSHA CALLICOTT	216	REFUNDS PAYABLE	ELEC. REFUND	125.00
			TOTAL:		1,780,366.34
ELECTRIC DEPT	CAPITAL ONE	5-12-601	MATERIALS AND SUPPLI	ELECTRIC	137.46
	HILL MANUFACTURING	5-12-601	MATERIALS AND SUPPLI	ELEC	254.48
	BUGMOBILE OF AR INC	5-12-619	BUILDING EXPENSE	ELEC	29.70
		5-12-619	BUILDING EXPENSE	ELEC	29.70
		5-12-619	BUILDING EXPENSE	ELE	52.80
		5-12-619	BUILDING EXPENSE	ELEC	52.80
	QUILL CORP	5-12-601	MATERIALS AND SUPPLI	ELECTRIC DEPT	249.78
		5-12-601	MATERIALS AND SUPPLI	HARBANS FILING CABINET	456.21
		5-12-601	MATERIALS AND SUPPLI	ADMIN OMLP	272.44
		5-12-601	MATERIALS AND SUPPLI	CREDIT MEMO# 2024855	88.00-
	FOUNTAIN PLUMBING	5-12-601	MATERIALS AND SUPPLI	ELEC	18.54
		5-12-619	BUILDING EXPENSE	ELEC	334.30
		5-12-601	MATERIALS AND SUPPLI	ELEC	2.37
	KENNEMORE HOME	5-12-601	MATERIALS AND SUPPLI	ELEC	17.23
		5-12-601	MATERIALS AND SUPPLI	ELEC	111.19
		5-12-601	MATERIALS AND SUPPLI	ELEC	79.16
		5-12-601	MATERIALS AND SUPPLI	ELEC	43.76
	THOMPSON MACHINERY	5-12-653	REP & MAINT - GENERA	ELECTRIC	2,053.71
	LEGAL SHIELD	5-12-503	GROUP INSURANCE	ELECTRIC	25.90
	AMERICAN HERITAGE LIFE	5-12-503	GROUP INSURANCE	ELECTRIC	30.12
		5-12-503	GROUP INSURANCE	ELECTRIC	270.68
	TIFCO INDUSTRIES	5-12-601	MATERIALS AND SUPPLI	ELEC	247.25
		5-12-601	MATERIALS AND SUPPLI	ELEC	109.11
	CITIZENS FIDELITY INS	5-12-503	GROUP INSURANCE	ELECTRIC	81.73
	METLIFE GROUP BENEFITS	5-12-503	GROUP INSURANCE	ELECTRIC	141.96
		5-12-503	GROUP INSURANCE	ELECTRIC	146.08
	O'REILLY AUTO STORES INC	5-12-650	REPAIRS & MAINTENANC	ELEC	151.43
	DELTA DENTAL	5-12-503	GROUP INSURANCE	ELECTRIC	687.14
	VERIZON WIRELESS	5-12-610	TELEPHONE	ELEC	598.56
	DELTA VISION	5-12-503	GROUP INSURANCE	ELECTRIC	116.24
	EFTPS	5-12-502	PAYROLL TAX	FICA W/H	1,729.15
		5-12-502	PAYROLL TAX	FICA W/H	31.07
		5-12-502	PAYROLL TAX	FICA W/H	1,676.80
		5-12-502	PAYROLL TAX	MEDICARE W/H	404.40
		5-12-502	PAYROLL TAX	MEDICARE W/H	7.27
		5-12-502	PAYROLL TAX	MEDICARE W/H	392.17
	AT#T	5-12-620	UTILITIES	ELEC	273.12
	WEX FLEET UNIVERSAL	5-12-651	OPERATING EXPENSES -	ELEC	1,453.48
	BLACK HILLS ENERGY	5-12-620	UTILITIES	ELECTRIC# 3160 6055 42	85.61
		5-12-620	UTILITIES	ELECTRIC# 3160 9353 97	617.90
	MARMIC FIRE AND SAFETY CO.	5-12-619	BUILDING EXPENSE	ELECTRIC	825.83
	MUNICIPAL HEALTH BENEFIT FUN	5-12-503	GROUP INSURANCE	ELECTRIC	6,697.50
		5-12-503	GROUP INSURANCE	ELECTRIC	6,697.50
	CINTAS UNIFORM CORP 206	5-12-619	BUILDING EXPENSE	ELEC	365.40
	ARAMARK	5-12-515	SAFETY SUPPLIES	ELEC	142.72
	VERIZON NETWORK FLEET, INC.(	5-12-651	OPERATING EXPENSES -	ELEC	178.09
	RCS, INC.	5-12-860	CONSULTING SERVICES	ELEC	91.88
	AT&T MOBILITY	5-12-610	TELEPHONE	ELEC	165.51
	PARMAN ENERGY GROUP	5-12-650	REPAIRS & MAINTENANC	ELECTRIC	309.37

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	306.77
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	285.97
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	271.58
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	379.73
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	320.66
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	266.83
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	334.59
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	149.17
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	254.34
		5-12-650	REPAIRS & MAINTENANC	ELECTRIC	348.60
				TOTAL:	31,776.84
WATER DEPT	BUGMOBILE OF AR INC	5-13-619	BUILDING EXPENSE	WATER	154.00
	HACH CO	5-13-602	CHEMICALS AND SUPPLI	WATER	2,172.66
	FOUNTAIN PLUMBING	5-13-601	MATERIALS AND SUPPLI	WATER	10.06
	KENNEMORE HOME	5-13-608	TOOLS	WATER	67.06
		5-13-608	TOOLS	WATER	43.99
		5-13-601	MATERIALS AND SUPPLI	WATER	53.10
	LOWE'S BUSINESS ACCOUNT	5-13-608	TOOLS	WATER	1,023.08
	HENARD UTILITY PRODUCTS	5-13-602	CHEMICALS AND SUPPLI	WATER	3,521.97
	LEGAL SHIELD	5-13-503	GROUP INSURANCE	WATER	16.95
	AMERICAN HERITAGE LIFE	5-13-503	GROUP INSURANCE	WATER	32.32
	RITTER COMMUNICATIONS	5-13-620	UTILITIES	WATER	329.96
	METLIFE GROUP BENEFITS	5-13-503	GROUP INSURANCE	WATER	68.58
	O'REILLY AUTO STORES INC	5-13-601	MATERIALS AND SUPPLI	WATER	194.08
		5-13-608	TOOLS	WATER	57.17
		5-13-608	TOOLS	WATER	20.22
		5-13-650	REPAIRS & MAINTENANC	WATER	79.40
	DELTA DENTAL	5-13-503	GROUP INSURANCE	WATER	86.84
	APF FBO TEMPS PLUS	5-13-455	TEMP SERVICE WAGES	WATER	627.20
		5-13-455	TEMP SERVICE WAGES	WATER	728.00
		5-13-455	TEMP SERVICE WAGES	WATER	546.00
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	147.00
		5-13-455	TEMP SERVICE WAGES	WATER	313.60
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	705.60
	FASTENAL COMPANY	5-13-601	MATERIALS AND SUPPLI	WATER	58.01
	UTILITY SERVICE CO INC	5-13-683	PUMP AND TANK REPAIR	WATER	1,080.44
	VERIZON WIRELESS	5-13-610	TELEPHONE	WATER	200.51
	DELTA VISION	5-13-503	GROUP INSURANCE	WATER	5.86
	EFTPS	5-13-502	PAYROLL TAX	FICA W/H	687.22
		5-13-502	PAYROLL TAX	FICA W/H	709.38
		5-13-502	PAYROLL TAX	MEDICARE W/H	160.73
		5-13-502	PAYROLL TAX	MEDICARE W/H	165.90
	TRI STATE INDUSTRIAL SUPPLY	5-13-601	MATERIALS AND SUPPLI	WATER	103.46
		5-13-601	MATERIALS AND SUPPLI	WATER	50.49
	BLACK HILLS ENERGY	5-13-620	UTILITIES	WATER# 2405 1118 13	203.51
	MARMIC FIRE AND SAFETY CO.	5-13-619	BUILDING EXPENSE	WATER	498.75
	MUNICIPAL HEALTH BENEFIT FUN	5-13-503	GROUP INSURANCE	WATER	1,530.00
		5-13-503	GROUP INSURANCE	WATER	1,530.00
	CINTAS UNIFORM CORP 206	5-13-580	UNIFORM EXPENSE	WATER	1,100.96
	ARAMARK	5-13-515	SAFETY SUPPLIES	WATER	71.36
	VERIZON NETWORK FLEET, INC.(	5-13-651	OPERATING EXPENSES -	WATER	145.71

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	BRENNTAG MID-SOUTH, INC.	5-13-602	CHEMICALS AND SUPPLI	WATER	5,238.34
		5-13-602	CHEMICALS AND SUPPLI	WATER	931.28
	AT&T MOBILITY	5-13-610	TELEPHONE	WATER	165.52
	FLOW TECHNOLOGIES	5-13-640	DUES, MBRSHPS & SUBS	WATER	345.20
		5-13-640	DUES, MBRSHPS & SUBS	WATER	345.20
		5-13-640	DUES, MBRSHPS & SUBS	FLOW TECHNOLOGIES	345.40
	TERRY THOMAS FORD OF BLYTHEV	5-13-650	REPAIRS & MAINTENANC	WATER	1,506.16
				TOTAL:	29,746.23
SEWER DEPT	CAPITAL ONE	5-14-601	MATERIALS AND SUPPLI	SEWER	501.96
	HACH CO	5-14-601	MATERIALS AND SUPPLI	WATER	60.12
		5-14-601	MATERIALS AND SUPPLI	WATER	446.06
		5-14-601	MATERIALS AND SUPPLI	WATER	841.61
	QUILL CORP	5-14-601	MATERIALS AND SUPPLI	SEWER	59.99
		5-14-601	MATERIALS AND SUPPLI	SEWER	98.99
		5-14-601	MATERIALS AND SUPPLI	SEWER	173.78
		5-14-601	MATERIALS AND SUPPLI	SEWER	279.78
	FOUNTAIN PLUMBING	5-14-601	MATERIALS AND SUPPLI	SEWER	62.32
	TENCARVA MACHINERY COMPANY	5-14-683	PUMP AND TANK REPAIR	WATER	95.59
		5-14-683	PUMP AND TANK REPAIR	SEWER	397.23
	LEGAL SHIELD	5-14-503	GROUP INSURANCE	SEWER	69.80
	J.R. STEWART PUMP & EQUIPMEN	5-14-683	PUMP AND TANK REPAIR	SEWER	2,562.51
	AMERICAN HERITAGE LIFE	5-14-503	GROUP INSURANCE	SEWER	284.24
		5-14-503	GROUP INSURANCE	SEWER	29.84
	METLIFE GROUP BENEFITS	5-14-503	GROUP INSURANCE	SEWER	59.28
	O'REILLY AUTO STORES INC	5-14-601	MATERIALS AND SUPPLI	SEWER	11.36
		5-14-601	MATERIALS AND SUPPLI	SEWER	5.70
		5-14-650	REPAIRS & MAINTENANC	WATER	173.99
		5-14-650	REPAIRS & MAINTENANC	WATER	93.42
	DELTA DENTAL	5-14-503	GROUP INSURANCE	SEWER	193.13
	APF FBO TEMPS PLUS	5-14-455	TEMP SERVICE WAGES	SEWER	784.00
		5-14-455	TEMP SERVICE WAGES	SEWER-REG	784.00
		5-14-455	TEMP SERVICE WAGES	SEWER-OT	117.60
		5-14-455	TEMP SERVICE WAGES	STREET	616.00
		5-14-455	TEMP SERVICE WAGES	SEWER	784.00
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	784.00
	DELTA VISION	5-14-503	GROUP INSURANCE	SEWER	42.16
	EFTPS	5-14-502	PAYROLL TAX	FICA W/H	597.18
		5-14-502	PAYROLL TAX	FICA W/H	616.82
		5-14-502	PAYROLL TAX	MEDICARE W/H	139.67
		5-14-502	PAYROLL TAX	MEDICARE W/H	144.27
	MISSISSIPPI COUNTY ELECTRIC	5-14-620	UTILITIES	SEWER	109.71
	BLACK HILLS ENERGY	5-14-620	UTILITIES	SEWER# 2995 5000 39	35.58
		5-14-620	UTILITIES	SEWER# 4671 3918 70	40.93
	MUNICIPAL HEALTH BENEFIT FUN	5-14-503	GROUP INSURANCE	SEWER	1,230.00
		5-14-503	GROUP INSURANCE	SEWER	1,612.50
	GENFLOW, INC.	5-14-683	PUMP AND TANK REPAIR	SEWER	2,035.80
	PARMAN ENERGY GROUP	5-14-650	REPAIRS & MAINTENANC	WATER	383.46
		5-14-650	REPAIRS & MAINTENANC	WATER	357.47
		5-14-650	REPAIRS & MAINTENANC	WATER	474.67
		5-14-650	REPAIRS & MAINTENANC	WATER	400.83
		5-14-650	REPAIRS & MAINTENANC	WATER	418.23
		5-14-650	REPAIRS & MAINTENANC	WATER	435.75

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	MID-AMERICAN RESEARCH CHEMIC	5-14-602	CHEMICALS AND SUPPLI	SEWER	1,192.13
	AGILIX SOLUTIONS	5-14-601	MATERIALS AND SUPPLI	SEWER	130.19
				TOTAL:	21,495.65
ADMINISTRATION	VICKY GILLENTINE	5-15-606	POSTAGE	VICKY GILLENTINE	9.65
	H & H BUSINESS MACHINES	5-15-601	MATERIALS AND SUPPLI	OPD	209.00
	CAPITAL ONE	5-15-601	MATERIALS AND SUPPLI	ADMIN	419.92
	QUILL CORP	5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30799820	74.79
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30849537	12.42
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30771364	12.09
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30676290	183.00
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30672441	74.76
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV# 30667110	18.69
		5-15-601	MATERIALS AND SUPPLI	ADMIN	337.51
		5-15-601	MATERIALS AND SUPPLI	ADMIN	107.78
		5-15-601	MATERIALS AND SUPPLI	ADMIN	25.07
		5-15-601	MATERIALS AND SUPPLI	ADMIN ACCT# 3320309	57.35
		5-15-601	MATERIALS AND SUPPLI	ADMIN ACCT# 3320309	848.71
	UNITED PARCEL SERVICE	5-15-601	MATERIALS AND SUPPLI	ADMIN: INV#: 0000E51641103	359.42
	ARKANSAS MUNICIPAL POWER ASS	5-15-860	CONSULTING SERVICES	ELEC	869.22
	RAZORBACK CLEANERS	5-15-601	MATERIALS AND SUPPLI	CITY HALL	63.75
	THOMAS SPEIGHT & NOBLE	5-15-860	CONSULTING SERVICES	THOMAS SPEIGHT & NOBLE	28,375.00
	LEGAL SHIELD	5-15-503	GROUP INSURANCE	ADMIN- OMLP	33.90
	U.S. POSTAL SERVICE	5-15-606	POSTAGE	CYCLE 1 BILLING-POSTAGE	577.45
		5-15-606	POSTAGE	BILLING CYCLE 2 -POSTAGE	446.98
		5-15-606	POSTAGE	CYCLE 3 POSTAGE FOR BILLIN	370.68
	AMERICAN HERITAGE LIFE	5-15-503	GROUP INSURANCE	ADMIN-OMLP	47.64
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	19.92
	CITIZENS FIDELITY INS	5-15-503	GROUP INSURANCE	OMLP-ADMIN	9.62
	METLIFE GROUP BENEFITS	5-15-503	GROUP INSURANCE	ADMIN- OMLP	92.13
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	128.07
	DELTA DENTAL	5-15-503	GROUP INSURANCE	ADMIN- OMLP	176.46
	TYLER TECHNOLOGIES	5-15-647	LICENSES	ADMIN	5,692.39
	QUADIENT FINANCE USA, INC	5-15-606	POSTAGE	ADMIN	2,000.00
	ARKANSAS ONE-CALL SYSTEM INC	5-15-610	TELEPHONE	ADMIN	105.73
	SECURE ON SITE	5-15-601	MATERIALS AND SUPPLI	INVOICE # 19954	75.00
	VERIZON WIRELESS	5-15-610	TELEPHONE	CITY	156.66
	DELTA VISION	5-15-503	GROUP INSURANCE	ADMIN-OMLP	41.20
	RISK ASSESSMENT GROUP	5-15-516	HR MATERIALS & SUPPL	CODE ENF. INV# 539823	128.50
	EFTPS	5-15-502	PAYROLL TAX	FICA W/H	939.33
		5-15-502	PAYROLL TAX	FICA W/H	81.74
		5-15-502	PAYROLL TAX	FICA W/H	887.06
		5-15-502	PAYROLL TAX	MEDICARE W/H	219.70
		5-15-502	PAYROLL TAX	MEDICARE W/H	19.12
		5-15-502	PAYROLL TAX	MEDICARE W/H	207.46
	OSCEOLA PRINTING & OFFICE SU	5-15-601	MATERIALS AND SUPPLI	ADMIN INVOICE# 1650	770.00
	MUNICIPAL HEALTH BENEFIT FUN	5-15-503	GROUP INSURANCE	ADMIN-OMLP	4,837.50
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	2,760.00
	CINTAS UNIFORM CORP 206	5-15-619	BUILDING EXPENSE	CITY HALL	791.22
	ARAMARK	5-15-515	SAFETY SUPPLIES	CITY HALL	71.36
	VISA	5-15-601	MATERIALS AND SUPPLI	ADMIN	14.29
		5-15-601	MATERIALS AND SUPPLI	ADMIN	39.57
		5-15-516	HR MATERIALS & SUPPL	ADMIN-HR	216.91
		5-15-601	MATERIALS AND SUPPLI	ADMIN	80.84

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-15-601	MATERIALS AND SUPPLI	ADMIN	14.99
		5-15-601	MATERIALS AND SUPPLI	ADMIN	5.08
		5-15-601	MATERIALS AND SUPPLI	ADMIN	5.21
	AT&T MOBILITY	5-15-610	TELEPHONE	ADMIN-OMLP	165.51
	AT&T	5-15-610	TELEPHONE	AT&T	470.12
	ALLY IT	5-15-640	DUES, MBRSHPS & SUBS	ADMIN-#27795	2,761.00
	QUADIENT LEASING	5-15-686	EQUIPMENT RENTAL	QUADIENT LEASING	1,144.20
	TRAINING NETWORK	5-15-516	HR MATERIALS & SUPPL	SUBSCRIPTION FEE	1,000.00
	AMERICAN EXPRESS	5-15-601	MATERIALS AND SUPPLI	AMERICAN EXPRESS	19.99
		5-15-601	MATERIALS AND SUPPLI	AMERICAN EXPRESS	47.98
		5-15-601	MATERIALS AND SUPPLI	AMERICAN EXPRESS	18.66-
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	90.00
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	15.00
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	13.75
		5-15-516	HR MATERIALS & SUPPL	AMERICAN EXPRESS	30.81
		5-15-516	HR MATERIALS & SUPPL	AMERICAN EXPRESS	59.23
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	90.00
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	15.00
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	13.75
		5-15-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	75.00-
			TOTAL:		59,964.52

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ACSC	214	GARNISHMENTS PAYABLE	REMIT ID# 677485056 A. BO	106.89
		214	GARNISHMENTS PAYABLE	CASE ID# 885934568	252.00
		214	GARNISHMENTS PAYABLE	CASE ID# 885934568	252.00
		214	GARNISHMENTS PAYABLE	REMIT ID# 729000160 A. BO	100.00
		214	GARNISHMENTS PAYABLE	CS# 753128700 C NEWELL	232.00
		214	GARNISHMENTS PAYABLE	CS# 753128700 C NEWELL	232.00
		214	GARNISHMENTS PAYABLE	N.MOODY CS# 638974059	234.00
		214	GARNISHMENTS PAYABLE	N.MOODY CS# 638974059	234.00
		214	GARNISHMENTS PAYABLE	CASE# 418593212 J. RINEY	210.00
		214	GARNISHMENTS PAYABLE	CASE# 418593212 J. RINEY	210.00
		214	GARNISHMENTS PAYABLE	CS#893240601 N MOODY	200.00
		214	GARNISHMENTS PAYABLE	CS#893240601 N MOODY	200.00
		214	GARNISHMENTS PAYABLE	K.KEY CASE#751055322	120.00
		214	GARNISHMENTS PAYABLE	K.KEY CASE#751055322	120.00
		214	GARNISHMENTS PAYABLE	CS# 594189372	53.08
		214	GARNISHMENTS PAYABLE	CS# 594189372	53.08
		214	GARNISHMENTS PAYABLE	CS# 908264349 C MILLER	216.00
		214	GARNISHMENTS PAYABLE	CS# 908264349 C MILLER	216.00
		214	GARNISHMENTS PAYABLE	REMIT ID: 770316724 B. COR	85.38
		214	GARNISHMENTS PAYABLE	CS#567154685	165.00
		214	GARNISHMENTS PAYABLE	CS#567154685	165.00
		214	GARNISHMENTS PAYABLE	CS#783622107	222.00
		214	GARNISHMENTS PAYABLE	CS#783622107	222.00
		214	GARNISHMENTS PAYABLE	CASE#058477764 K.KEY	100.00
		214	GARNISHMENTS PAYABLE	CASE#058477764 K.KEY	100.00
	OSCEOLA FIRE DEPT	222	FIREMEN'S FUND	FIREMAN FUND	190.89
	DEPT OF FINANCE	222	FIREMEN'S FUND	FIREMAN FUND	147.14
		204	ARKANSAS W/H PAYABLE	STATE W/H	4,929.94
		204	ARKANSAS W/H PAYABLE	STATE W/H	4,716.90
	CITY PAYROLL	204	ARKANSAS W/H PAYABLE	STATE W/H	263.13
		116	BANCORP-CITY GEN PAY	CITY PY BCS 03/09/2023	15,486.01
		116	BANCORP-CITY GEN PAY	CITY PY REG DD 03/09/2023	101,285.61
		116	BANCORP-CITY GEN PAY	CITY PY BCS 03/23/2023	14,716.84
		116	BANCORP-CITY GEN PAY	CITY PY REG DD 03/23/2023	98,278.49
		116	BANCORP-CITY GEN PAY	ELECTED OFF PY BCS 03/24/2	1,847.34
		116	BANCORP-CITY GEN PAY	ELECTED OFF REGDD 03/24/20	6,934.85
		115	BANCORP-CITY GENERAL	CITY RETIREE PY 03/24/23 R	2,027.82
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	12,346.90
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	11,743.63
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	1,264.93
		203	SOC SECURITY W/H PAY	FICA W/H	7,077.15
		203	SOC SECURITY W/H PAY	FICA W/H	7,039.50
		203	SOC SECURITY W/H PAY	FICA W/H	693.56
		203	SOC SECURITY W/H PAY	MEDICARE W/H	2,218.41
		203	SOC SECURITY W/H PAY	MEDICARE W/H	2,146.46
		203	SOC SECURITY W/H PAY	MEDICARE W/H	162.20
		TOTAL:			299,818.13
ADMINISTRATION	MISS CO COURTHOUSE	5-01-898	ABANDONED/CONDEMNED	CODE ENFORCMENT	1,675.10
		5-01-601	MATERIALS AND SUPPLI	CITY GENERAL	541.97
		5-01-601	MATERIALS AND SUPPLI	CITY GENERAL	19.76-
	BUGMOBILE OF AR INC	5-01-619	BUILDING EXPENSE	CITY HALL	297.00
		5-01-619	BUILDING EXPENSE	CITY HALL	52.80
		5-01-750	ROSENWALD BLDG EXPEN	ROSENWALD COMM. CTR.	66.00

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-01-751	SR. CITIZEN BLDG EXP	SR. SITZ. BLDG.	105.60
	QUILL CORP	5-01-601	MATERIALS AND SUPPLI	OMLP ADMIN	98.19
		5-01-601	MATERIALS AND SUPPLI	ADMIN INV# 30914476	309.09
		5-01-601	MATERIALS AND SUPPLI	ADMIN INV# 30933005	14.95
		5-01-601	MATERIALS AND SUPPLI	ADMIN OMLP	241.06
		5-01-601	MATERIALS AND SUPPLI	ADMIN	254.69
		5-01-601	MATERIALS AND SUPPLI	ADMIN	43.99
		5-01-601	MATERIALS AND SUPPLI	ADMIN	36.81
		5-01-601	MATERIALS AND SUPPLI	ADMIN	74.14
		5-01-601	MATERIALS AND SUPPLI	ADMIN	185.63
		5-01-601	MATERIALS AND SUPPLI	ADMIN ACCT# 3320309	8.68
		5-01-601	MATERIALS AND SUPPLI	ADMIN ACCT# 3320309	43.80
	FOUNTAIN PLUMBING	5-01-601	MATERIALS AND SUPPLI	C. GEN	4.57
	AR DEMOCRAT GAZETTE	5-01-601	MATERIALS AND SUPPLI	CITY	37.00
	AMERICAN HERITAGE LIFE	5-01-503	GROUP INSURANCE	RETIREE-CITY	44.16
		5-01-503	GROUP INSURANCE	RETIREE-CITY	218.88
		5-01-503	GROUP INSURANCE	FIRE PENSION	75.68
	METLIFE GROUP BENEFITS	5-01-503	GROUP INSURANCE	ELECTED-CITY	96.87
		5-01-503	GROUP INSURANCE	RETIREE-CITY	179.07
		5-01-503	GROUP INSURANCE	CITY	345.12-
	MUNICIPAL PROPERTY PROGRAM	5-01-630	INSURANCE	INVOICE# IP23000127	40.70
	DELTA DENTAL	5-01-503	GROUP INSURANCE	ELECTED- CITY	153.36
		5-01-503	GROUP INSURANCE	RETIREE- CITY	746.69
		5-01-503	GROUP INSURANCE	COBRA	43.42
	MCCLELLAND CONSULTING ENGINE	5-01-860	CONSULTING SERVICES	CITY-PROJECT 225829	8,520.00
	DELTA VISION	5-01-503	GROUP INSURANCE	ELECTED CITY	35.16
		5-01-503	GROUP INSURANCE	RETIREE- CITY	182.64
		5-01-503	GROUP INSURANCE	COBRA	5.86
	EFTPS	5-01-502	PAYROLL TAX	FICA W/H	693.56
		5-01-502	PAYROLL TAX	MEDICARE W/H	162.20
	OSCEOLA PRINTING & OFFICE SU	5-01-601	MATERIALS AND SUPPLI	ADMIN	513.81
	ARKANSAS MUNICIPAL LEAGUE AD	5-01-644	LEGAL EXPENSES	ADMIN	20.00
	ACUSHNET COMPANY	5-01-860	CONSULTING SERVICES	GOLF	369.56
	BLACK HILLS ENERGY	5-01-751	SR. CITIZEN BLDG EXP	SENIOR CITIZEN# 2368 9136	430.35
		5-01-620	UTILITIES	CITY HALL# 2370 1026 74	789.13
	DELTA CREATIVE	5-01-607	PUBLISHING ORDINANCE	DELTA CREATIVE	400.00
	MUNICIPAL HEALTH BENEFIT FUN	5-01-503	GROUP INSURANCE	ELECTED-CITY	182.50
		5-01-503	GROUP INSURANCE	RETIREE-CITY	3,060.00
		5-01-503	GROUP INSURANCE	ELECTED-CITY	1,147.50
		5-01-503	GROUP INSURANCE	RETIREE-CITY	3,060.00
	YIG ADMINISTRATION	5-01-503	GROUP INSURANCE	CITY INV# 37156	863.01
	JONES SERVICE GROUP, INC.	5-01-619	BUILDING EXPENSE	CITY HALL INV# 2541	1,166.00
	BURNETT LAW FIRM	5-01-644	LEGAL EXPENSES	BURNETT LAW FIRM	1,675.00
		5-01-644	LEGAL EXPENSES	BURNETT LAW FIRM	1,675.00
	VISA	5-01-510	TRAVEL & TRAINING EX	ADMIN	143.97
		5-01-510	TRAVEL & TRAINING EX	ADMIN	132.97
		5-01-510	TRAVEL & TRAINING EX	ADMIN	132.97
		5-01-601	MATERIALS AND SUPPLI	ADMIN	64.68
		5-01-601	MATERIALS AND SUPPLI	ADMIN	282.34
		5-01-601	MATERIALS AND SUPPLI	ADMIN	119.11-
		5-01-601	MATERIALS AND SUPPLI	ADMIN	17.10-
		5-01-601	MATERIALS AND SUPPLI	ADMIN	27.49
		5-01-601	MATERIALS AND SUPPLI	ADMN	12.94
		5-01-601	MATERIALS AND SUPPLI	ADMN	5.26

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	AT&T	5-01-620	UTILITIES	AT&T	2,023.86
	GARY'S PIZZA	5-01-861	INDUSTRIAL INCENTIVE	4TH INSTALLEMENT (SECOND Y	3,000.00
	CODY SHREVE	5-01-601	MATERIALS AND SUPPLI	CODE ENF	60.00
	XMC	5-01-601	MATERIALS AND SUPPLI	XMC	2,515.08
	KUDZU COLLECTIVE PLLC/RYAN B	5-01-860	CONSULTING SERVICES	KUDZU COLLECTIVE PLLC/RYAN	2,880.00
	ELITE CONTRACTOR L.L.C.	5-01-619	BUILDING EXPENSE	OPD-1/2 JUSTICE BLDG. ROOF	178,299.13
		5-01-619	BUILDING EXPENSE	1/2 FOR ANIMAL SHELTER	39,789.69
		5-01-619	BUILDING EXPENSE	FIRE STATION #2-1/2	17,930.95
		5-01-619	BUILDING EXPENSE	LAB & SHOP	31,132.02
		5-01-619	BUILDING EXPENSE	A. SHELTER	39,789.69
		5-01-619	BUILDING EXPENSE	FIRE STATION #2-INV#7908	17,930.95
	APEX CONSULTING GROUP	5-01-860	CONSULTING SERVICES	APEX CONSULTING GROUP	3,750.00
		5-01-860	CONSULTING SERVICES	APEX CONSULTING GROUP,LLC.	3,750.00
	ARKANSAS MUNICIPAL LEAGUE	5-01-510	TRAVEL & TRAINING EX	ML SUMMER CONVENTION	900.00
	AMERICAN EXPRESS	5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	90.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	15.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	13.75
		5-01-899	MISCELLANEOUS	AMERICAN EXPRESS	2,789.97
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	90.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	15.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	13.75
		5-01-510	TRAVEL & TRAINING EX	AMERICAN EXPRESS	340.93
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	90.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	15.00
		5-01-640	DUES, MBRSHPS & SUBS	AMERICAN EXPRESS	13.75
			TOTAL:		378,181.23
POLICE DEPT	AR CRIME INFO CENTER	5-02-640	DUES, MBRSHPS & SUBS	OPD	222.67
	OPD BONDS & FINES ACCT	4-02-335	FINES & FORFEITURES	OPD-AMMI TUCKER	810.00
	PEGGY MEATTE, COUNTY TREASUR	4-02-335	FINES & FORFEITURES	PEGGY MEATTE, COUNTY TREAS	7,090.13
		4-02-335	FINES & FORFEITURES	OSCEOLA FEB 23 ADMIN JUSTI	7,090.13
	LEGAL SHIELD	5-02-503	GROUP INSURANCE	OPD	282.35
	DEPT OF FINANCE & ADMIN	4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	13,925.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	796.70
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	60.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	1,420.68
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	10,907.90
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	803.40
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	30.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	2,410.20
	AMERICAN HERITAGE LIFE	5-02-503	GROUP INSURANCE	OPD	388.16
	CITIZENS FIDELITY INS	5-02-503	GROUP INSURANCE	OPD	62.00
	LEXISNEXIS RISK DATA MANAGEM	5-02-640	DUES, MBRSHPS & SUBS	OPD	66.00
		5-02-640	DUES, MBRSHPS & SUBS	OPD	33.00
	ARKANSAS STATE TREASURY	4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	560.00
		4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	90.00
		4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	460.00
		4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	125.00
	RITTER COMMUNICATIONS	5-02-620	UTILITIES	OPD	173.95
	METLIFE GROUP BENEFITS	5-02-503	GROUP INSURANCE	OPD	391.50
		5-02-503	GROUP INSURANCE	OPD	219.40
	O'REILLY AUTO STORES INC	5-02-650	REPAIRS & MAINTENANC	OPD	43.52
		5-02-650	REPAIRS & MAINTENANC	OPD	14.08
		5-02-650	REPAIRS & MAINTENANC	OPD	28.14

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-02-650	REPAIRS & MAINTENANC	OPD	48.31
	DELTA DENTAL	5-02-503	GROUP INSURANCE	OPD	839.67
	VERIZON WIRELESS	5-02-610	TELEPHONE	OPD	1,341.61
	DELTA VISION	5-02-503	GROUP INSURANCE	OPD	192.48
	AT&T	5-02-610	TELEPHONE	OPD	1,134.61
	PRECISION DELTA CORP	5-02-700	EQUIPMENT PURCHASES	OPD INV# 25480	763.75
	EFTPS	5-02-502	PAYROLL TAX	FICA W/H	3,137.42
		5-02-502	PAYROLL TAX	FICA W/H	3,134.84
		5-02-502	PAYROLL TAX	MEDICARE W/H	761.13
		5-02-502	PAYROLL TAX	MEDICARE W/H	760.50
	DASH	5-02-601	MATERIALS AND SUPPLI	OPD	147.66
	OSCEOLA PRINTING & OFFICE SU	5-02-601	MATERIALS AND SUPPLI	CID-INV#1653	77.00
		5-02-601	MATERIALS AND SUPPLI	OPD	77.00
		5-02-601	MATERIALS AND SUPPLI	OPD	176.00
	WEX FLEET UNIVERSAL	5-02-651	OPERATING EXPENSES -	OPD	520.18
		5-02-651	OPERATING EXPENSES -	OPD	425.18
	BLACK HILLS ENERGY	5-02-619	BUILDING EXPENSE	OPD- JUSTICE BUILDING	357.12
	MUNICIPAL HEALTH BENEFIT FUN	5-02-503	GROUP INSURANCE	OPD	12,435.00
		5-02-503	GROUP INSURANCE	OPD	8,197.50
	ARAMARK	5-02-515	SAFETY SUPPLIES	OPD	142.72
	VERIZON NETWORK FLEET, INC.(	5-02-651	OPERATING EXPENSES -	OPD	372.37
	PARMAN ENERGY GROUP	5-02-650	REPAIRS & MAINTENANC	POLICE	1,073.67
		5-02-650	REPAIRS & MAINTENANC	OPD	1,000.91
		5-02-650	REPAIRS & MAINTENANC	OPD	1,329.06
		5-02-650	REPAIRS & MAINTENANC	POLICE	1,122.32
		5-02-650	REPAIRS & MAINTENANC	OPD	1,171.06
		5-02-650	REPAIRS & MAINTENANC	OPD	1,220.10
	BOB'S AUTO CENTER, LLC	5-02-650	REPAIRS & MAINTENANC	OPD	109.99
		5-02-650	REPAIRS & MAINTENANC	OPD	357.50
		5-02-650	REPAIRS & MAINTENANC	OPD	51.92
		5-02-650	REPAIRS & MAINTENANC	OPD	51.92
		5-02-650	REPAIRS & MAINTENANC	OPD	47.25
	KING FAMILY TIRE & AUTO	5-02-650	REPAIRS & MAINTENANC	OPD	796.24
		5-02-650	REPAIRS & MAINTENANC	OPD	320.77
		5-02-650	REPAIRS & MAINTENANC	OPD	1,159.60
		5-02-650	REPAIRS & MAINTENANC	OPD	1,062.72
	UNITED POLICE SUPPLY	5-02-580	UNIFORM EXPENSE	OPD	2,853.58
	COMFORT INN AND SUITES	5-02-510	TRAVEL & TRAINING EX	OPD	340.07
	WILL BOWMAN	5-02-510	TRAVEL & TRAINING EX	OPD	145.00
	TERRY TREADWAY	5-02-510	TRAVEL & TRAINING EX	OPD	145.00
			TOTAL:		97,904.64
FIRE DEPT	CAPITAL ONE	5-03-601	MATERIALS AND SUPPLI	FIRE	482.31
		5-03-619	BUILDING EXPENSE	FIRE	9.88
		5-03-650	REPAIRS & MAINTENANC	FIRE	13.07
	BUGMOBILE OF AR INC	5-03-619	BUILDING EXPENSE	FIRE	82.50
	GALLS, LLC	5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	157.46
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	26.89
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	3,441.15
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	244.53
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	679.26
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	434.71
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	510.75
		5-03-580	UNIFORM EXPENSE	FIE	183.15-

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-03-580	UNIFORM EXPENSE	FIRE	13.89
		5-03-580	UNIFORM EXPENSE	FIRE	130.47
		5-03-580	UNIFORM EXPENSE	FIRE	209.20
		5-03-580	UNIFORM EXPENSE	FIRE	100.72
		5-03-580	UNIFORM EXPENSE	FIRE	100.72
		5-03-580	UNIFORM EXPENSE	FIRE	100.72
		5-03-580	UNIFORM EXPENSE	FIRE	100.72
	LOWE'S BUSINESS ACCOUNT	5-03-619	BUILDING EXPENSE	FIRE	292.88
		5-03-619	BUILDING EXPENSE	FIRE-US STEEL CONTRIBUTION	923.29
		5-03-619	BUILDING EXPENSE	FIRE	412.96
		5-03-619	BUILDING EXPENSE	FIRE	136.45
	LEGAL SHIELD	5-03-503	GROUP INSURANCE	FIRE	256.10
	AMERICAN HERITAGE LIFE	5-03-503	GROUP INSURANCE	FIRE	235.56
	CITIZENS FIDELITY INS	5-03-503	GROUP INSURANCE	FIRE	37.59
	AUTOZONE	5-03-650	REPAIRS & MAINTENANC	FIRE	33.75
	MICHAEL GODSEY	5-03-619	BUILDING EXPENSE	FIRE-REPAIR HEATER-ST.#2	693.00
	JOHN DEERE FINANCIAL	5-03-619	BUILDING EXPENSE	ACCT#11112-61278-FIRE	134.81
	RITTER COMMUNICATIONS	5-03-620	UTILITIES	FIRE STATION#2#00010096-5	79.98
	METLIFE GROUP BENEFITS	5-03-503	GROUP INSURANCE	FIRE	219.48
		5-03-503	GROUP INSURANCE	FIRE	53.28
	O'REILLY AUTO STORES INC	5-03-619	BUILDING EXPENSE	FIRE	47.56
		5-03-619	BUILDING EXPENSE	FIRE	236.41
		5-03-619	BUILDING EXPENSE	FIRE	12.09-
		5-03-650	REPAIRS & MAINTENANC	FIRE	131.89
		5-03-650	REPAIRS & MAINTENANC	FIRE	8.79
		5-03-650	REPAIRS & MAINTENANC	FIRE	152.99
	DELTA DENTAL	5-03-503	GROUP INSURANCE	FIRE	565.26
	C & S CLEANING LLC	5-03-601	MATERIALS AND SUPPLI	FIRE	665.42
	DELTA VISION	5-03-503	GROUP INSURANCE	FIRE	92.30
	AT&T	5-03-610	TELEPHONE	FIRE	323.77
	TRACE ANALYTICS, LLC	5-03-686	EQUIPMENT RENTAL	FIRE	178.00
	EFTPS	5-03-502	PAYROLL TAX	FICA W/H	114.76
		5-03-502	PAYROLL TAX	FICA W/H	135.19
		5-03-502	PAYROLL TAX	MEDICARE W/H	528.50
		5-03-502	PAYROLL TAX	MEDICARE W/H	470.16
	MUNICIPAL EMERGENCY SERVICES	5-03-686	EQUIPMENT RENTAL	FIRE	1,393.85
		5-03-686	EQUIPMENT RENTAL	FIRE	514.13
		5-03-686	EQUIPMENT RENTAL	FIRE	535.46
		5-03-700	EQUIPMENT PURCHASES	FIRE	4,845.53
		5-03-686	EQUIPMENT RENTAL	FIRE	293.67
	BLACK HILLS ENERGY	5-03-620	UTILITIES	FIRE# 3057 3803 32	428.56
		5-03-620	UTILITIES	FIRE# 3058 0856 07	58.80
	MUNICIPAL HEALTH BENEFIT FUN	5-03-503	GROUP INSURANCE	FIRE	5,820.00
		5-03-503	GROUP INSURANCE	FIRE	4,672.50
	AT&T MOBILITY	5-03-610	TELEPHONE	FIRE	165.51
		5-03-686	EQUIPMENT RENTAL	FIRE	248.94
	PARMAN ENERGY GROUP	5-03-651	OPERATING EXPENSES -	FIRE	154.69
		5-03-651	OPERATING EXPENSES -	FIRE	51.13
		5-03-651	OPERATING EXPENSES -	FIRE	47.66
		5-03-651	OPERATING EXPENSES -	FIRE	135.79
		5-03-651	OPERATING EXPENSES -	FIRE	63.29
		5-03-651	OPERATING EXPENSES -	FIRE	53.44
		5-03-651	OPERATING EXPENSES -	FIRE	133.42
		5-03-651	OPERATING EXPENSES -	FIRE	55.76

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-03-651	OPERATING EXPENSES - FIRE		74.59
		5-03-651	OPERATING EXPENSES - FIRE		127.17
		5-03-651	OPERATING EXPENSES - FIRE		58.10
	NAPA AUTO PARTS	5-03-650	REPAIRS & MAINTENANC	FIRE	44.86
		5-03-650	REPAIRS & MAINTENANC	FIRE	350.09
	ROLLNRACK, LLC.	5-03-619	BUILDING EXPENSE	FIRE	117.00
	AED MARKET	5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	12,517.82
	SAFE LIFE DEFENSE	5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	15,053.73
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	11,866.14
		5-03-601	MATERIALS AND SUPPLI	US STEEL CONTRIBUTION	2,608.81
			TOTAL:		76,294.28
PARKS & RECREATION DEP	CAPITAL ONE	5-04-601	MATERIALS AND SUPPLI	OPAR	1,905.03
	FOUNTAIN PLUMBING	5-04-619	BUILDING EXPENSE	OPAR	227.28
	KENNEMORE HOME	5-04-601	MATERIALS AND SUPPLI	OPAR	49.47
		5-04-601	MATERIALS AND SUPPLI	OPAR	666.38
		5-04-601	MATERIALS AND SUPPLI	OPAR	12.65
		5-04-601	MATERIALS AND SUPPLI	OPAR	65.14
		5-04-601	MATERIALS AND SUPPLI	OPAR	5.45
		5-04-601	MATERIALS AND SUPPLI	OPAR	13.84
	LEGAL SHIELD	5-04-503	GROUP INSURANCE	OPAR	78.75
	LADD'S	5-04-650	REPAIRS & MAINTENANC	OPAR	215.59
		5-04-650	REPAIRS & MAINTENANC	OPAR	1,631.67
	AMERICAN HERITAGE LIFE	5-04-503	GROUP INSURANCE	OPAR	181.00
	CITIZENS FIDELITY INS	5-04-503	GROUP INSURANCE	OPAR	104.08
	METLIFE GROUP BENEFITS	5-04-503	GROUP INSURANCE	OPAR	73.38
		5-04-503	GROUP INSURANCE	OPAR	75.04
	DELTA DENTAL	5-04-503	GROUP INSURANCE	OPAR	293.24
	PNC EQUIPMENT FINANCE	5-04-895	CAPITAL LEASE PAYMEN	CONT#1195726-1	1,365.73
		5-04-895	CAPITAL LEASE PAYMEN	PNC EQUIPMENT FINANCE	839.19
	VERIZON WIRELESS	5-04-610	TELEPHONE	OPAR	84.22
	DELTA VISION	5-04-503	GROUP INSURANCE	OPAR	63.48
	EFTPS	5-04-502	PAYROLL TAX	FICA W/H	781.33
		5-04-502	PAYROLL TAX	FICA W/H	789.90
		5-04-502	PAYROLL TAX	MEDICARE W/H	182.72
		5-04-502	PAYROLL TAX	MEDICARE W/H	184.73
	AMERICAN CARNIVAL MART	5-04-601	MATERIALS AND SUPPLI	OPAR	1,355.03
		5-04-601	MATERIALS AND SUPPLI	OPAR	399.00
	WEX FLEET UNIVERSAL	5-04-651	OPERATING EXPENSES -	OPAR	485.97
	MUNICIPAL HEALTH BENEFIT FUN	5-04-503	GROUP INSURANCE	OPAR	3,690.00
		5-04-503	GROUP INSURANCE	OPAR	3,690.00
	CINTAS UNIFORM CORP 206	5-04-619	BUILDING EXPENSE	OPAR	1,081.22
	CORINTH COCA-COLA BOTTLING W	5-04-601	MATERIALS AND SUPPLI	OPAR	332.97
	ARAMARK	5-04-515	SAFETY SUPPLIES	OPAR#860068285	212.24
	VISA	5-04-601	MATERIALS AND SUPPLI	ADMIN	277.62
	AT&T MOBILITY	5-04-610	TELEPHONE	OPAR	165.51
	BOB'S AUTO CENTER, LLC	5-04-650	REPAIRS & MAINTENANC	OPAR	269.45
	WELLS FARGO FINANCIAL LEASIN	5-04-895	CAPITAL LEASE PAYMEN	OPAR	1,113.20
	AARON ALLEN	5-04-650	REPAIRS & MAINTENANC	OPAR-REFUND	50.00
	KATARIA JONES	4-04-350	ADMISSION FEES	OPAR-REIMB.	20.00
	ANDREA FAULKNER	4-04-350	ADMISSION FEES	OPAR	125.00
	JULIA GRIFFIN	4-04-350	ADMISSION FEES	OPAR	125.00
			TOTAL:		23,281.50

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
MUNICIPAL COURT	H & H BUSINESS MACHINES	5-05-601	MATERIALS AND SUPPLI	COURT	509.25
		5-05-601	MATERIALS AND SUPPLI	COURT	65.99
	U.S. POSTAL SERVICE	5-05-601	MATERIALS AND SUPPLI	COURT	63.00
	DEPT OF FINANCE & ADMIN	5-05-421	JUDGE'S SALARY	DEPT OF FINANCE & ADMIN	7,331.25
	METLIFE GROUP BENEFITS	5-05-503	GROUP INSURANCE	COURT	41.70
		5-05-503	GROUP INSURANCE	COURT	24.38
	DELTA DENTAL	5-05-503	GROUP INSURANCE	COURT	44.81
	DELTA VISION	5-05-503	GROUP INSURANCE	COURT	8.88
	EFTPS	5-05-502	PAYROLL TAX	FICA W/H	252.34
		5-05-502	PAYROLL TAX	FICA W/H	252.34
		5-05-502	PAYROLL TAX	MEDICARE W/H	59.02
		5-05-502	PAYROLL TAX	MEDICARE W/H	59.02
	MUNICIPAL HEALTH BENEFIT FUN	5-05-503	GROUP INSURANCE	COURT	547.50-
		5-05-503	GROUP INSURANCE	COURT	382.50
	OSCEOLA DISTRICT COURT	5-05-601	MATERIALS AND SUPPLI	OSCEOLA DISTRICT COURT	197.36
				TOTAL:	8,744.34
JAIL DEPARTMENT	H & H BUSINESS MACHINES	5-11-601	MATERIALS AND SUPPLI	OPD	87.99
		5-11-601	MATERIALS AND SUPPLI	OPD	65.98
		5-11-601	MATERIALS AND SUPPLI	OPD	110.00
		5-11-601	MATERIALS AND SUPPLI	OPD	110.00
	CAPITAL ONE	5-11-601	MATERIALS AND SUPPLI	JAIL	161.45
	BUGMOBILE OF AR INC	5-11-655	JAIL MAINTENANCE FUN	OPD-BI WEEKLY	93.50
	KENNEMORE HOME	5-11-601	MATERIALS AND SUPPLI	OPD	24.18
	ERVIN ENTERPRISE	5-11-655	JAIL MAINTENANCE FUN	OPD	26.96
		5-11-655	JAIL MAINTENANCE FUN	OPD	26.96
	SYSCO MEMPHIS, LLC	5-11-655	JAIL MAINTENANCE FUN	OPD	327.73
		5-11-655	JAIL MAINTENANCE FUN	OPD	302.23
		5-11-655	JAIL MAINTENANCE FUN	OPD	269.28
		5-11-655	JAIL MAINTENANCE FUN	OPD	134.44
		5-11-601	MATERIALS AND SUPPLI	OPD	1,482.90
		5-11-601	MATERIALS AND SUPPLI	OPD	1,030.20
		5-11-601	MATERIALS AND SUPPLI	OPD	44.51-
		5-11-601	MATERIALS AND SUPPLI	OPD	1,202.99
	LEGAL SHIELD	5-11-601	MATERIALS AND SUPPLI	OPD	1,441.77
		5-11-503	GROUP INSURANCE	JAIL	64.85
	METLIFE GROUP BENEFITS	5-11-503	GROUP INSURANCE	JAIL	120.39
		5-11-503	GROUP INSURANCE	JAIL	37.93
	DELTA DENTAL	5-11-503	GROUP INSURANCE	JAIL	153.36
	APF FBO TEMPS PLUS	5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL	767.97
		5-11-455	TEMP SERVICE WAGES	JAIL	463.68
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL	579.60
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL	579.60
		5-11-455	TEMP SERVICE WAGES	JAIL	463.68
		5-11-455	TEMP SERVICE WAGES	JAIL	463.68
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL-OT	101.43
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL	579.60
		5-11-455	TEMP SERVICE WAGES	JAIL	695.52
		5-11-455	TEMP SERVICE WAGES	JAIL	463.68

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-11-455	TEMP SERVICE WAGES	JAIL	483.00
		5-11-455	TEMP SERVICE WAGES	JAIL	444.36
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL OT	579.60
		5-11-455	TEMP SERVICE WAGES	JAIL	772.80
		5-11-455	TEMP SERVICE WAGES	JAIL OT	289.80
		5-11-455	TEMP SERVICE WAGES	JAIL	463.68
	ECOLAB	5-11-601	MATERIALS AND SUPPLI	OPD	120.16
		5-11-655	JAIL MAINTENANCE FUN	OPD	165.00
	SECURE ON SITE	5-11-655	JAIL MAINTENANCE FUN	OPD	75.00
	DELTA VISION	5-11-503	GROUP INSURANCE	JAIL	38.18
	EFTPS	5-11-502	PAYROLL TAX	FICA W/H	822.04
		5-11-502	PAYROLL TAX	FICA W/H	804.15
		5-11-502	PAYROLL TAX	MEDICARE W/H	192.25
		5-11-502	PAYROLL TAX	MEDICARE W/H	188.06
	CHARM-TEX, INC.	5-11-601	MATERIALS AND SUPPLI	OPD	563.76
	MUNICIPAL HEALTH BENEFIT FUN	5-11-503	GROUP INSURANCE	JAIL	2,677.50
		5-11-503	GROUP INSURANCE	JAIL	2,677.50
	VISA	5-11-601	MATERIALS AND SUPPLI	OPD	119.88
	HILAND DAIRY FOODS	5-11-601	MATERIALS AND SUPPLI	OPD	136.37
		5-11-601	MATERIALS AND SUPPLI	OPD	136.37
		5-11-601	MATERIALS AND SUPPLI	OPD	112.89
		5-11-601	MATERIALS AND SUPPLI	OPD	136.37
		5-11-601	MATERIALS AND SUPPLI	OPD	124.63
	MID-AMERICAN RESEARCH CHEMIC	5-11-655	JAIL MAINTENANCE FUN	OPD	952.37
	TURFMASTER LAWN CARE	5-11-655	JAIL MAINTENANCE FUN	OPD	135.96
				TOTAL:	30,237.50
CODE ENFORCEMENT	CAPITAL ONE	5-17-601	MATERIALS AND SUPPLI	CODE ENF	247.35
	METLIFE GROUP BENEFITS	5-17-503	GROUP INSURANCE	CODE ENFORCEMENT	45.69
	DELTA DENTAL	5-17-503	GROUP INSURANCE	CODE ENFORCEMENT	65.13
	DELTA VISION	5-17-503	GROUP INSURANCE	CODE ENFORCEMENT	17.58
	EFTPS	5-17-502	PAYROLL TAX	FICA W/H	65.81
		5-17-502	PAYROLL TAX	FICA W/H	65.81
		5-17-502	PAYROLL TAX	MEDICARE W/H	49.64
		5-17-502	PAYROLL TAX	MEDICARE W/H	49.64
	MUNICIPAL HEALTH BENEFIT FUN	5-17-503	GROUP INSURANCE	CODE ENF	1,230.00
		5-17-503	GROUP INSURANCE	CODE ENFORCEMENT	1,612.50
	VERIZON NETWORK FLEET, INC.(	5-17-651	OPERATING EXPENSES-	COD ENF	16.19
	VISA	5-17-601	MATERIALS AND SUPPLI	CODE ENF-POSTAGE	93.66
	PARMAN ENERGY GROUP	5-17-650	REPAIRS & MAINTENANC	CODE	76.69
		5-17-650	REPAIRS & MAINTENANC	CODE	71.49
		5-17-650	REPAIRS & MAINTENANC	CODE	94.93
		5-17-650	REPAIRS & MAINTENANC	CODE	80.17
		5-17-650	REPAIRS & MAINTENANC	CODE	83.65
		5-17-650	REPAIRS & MAINTENANC	CODE	87.15
	ARKANSAS DEPARTMENT OF ENERG	5-17-647	LICENSES	ARKANSAS DEPARTMENT OF ENE	115.00
		5-17-647	LICENSES	ARKANSAS DEPARTMENT OF ENE	115.00
	CODY SHREVE	5-17-510	TRAVEL & TRAINING EX	CODE ENF	300.00
	AMERICAN EXPRESS	5-17-510	TRAVEL & TRAINING EX	AMERICAN EXPRESS	300.00
		5-17-601	MATERIALS AND SUPPLI	AMERICAN EXPRESS	8.37
				TOTAL:	4,891.45
GOLF COURSE FUND	LADD'S	5-18-650	REPAIRS & MAINTENANC	GOLF	995.72

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	MICHAEL GODSEY	5-18-619	BUILDING EXPENSE	GOLF	151.69
		5-18-619	BUILDING EXPENSE	GOLF	383.68
	RITTER COMMUNICATIONS	5-18-620	UTILITIES	GOLF	217.77
	METLIFE GROUP BENEFITS	5-18-503	GROUP INSURANCE	GOLF	14.82
	DELTA DENTAL	5-18-503	GROUP INSURANCE	GOLF	21.71
	APF FBO TEMPS PLUS	5-18-455	TEMP SERVICE WAGES	GOLF	637.00
		5-18-455	TEMP SERVICE WAGES	GOLF	291.20
		5-18-455	TEMP SERVICE WAGES	GOLF	323.40
		5-18-455	TEMP SERVICE WAGES	GOLF	292.60
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
	VERIZON WIRELESS	5-18-610	TELEPHONE	GOLF	578.34
	DELTA VISION	5-18-503	GROUP INSURANCE	GOLF	5.86
	CALLAWAY	5-18-601	MATERIALS AND SUPPLI	GOLF	114.84
		5-18-601	MATERIALS AND SUPPLI	GOLF	33.44
	EFTPS	5-18-502	PAYROLL TAX	FICA W/H	135.90
		5-18-502	PAYROLL TAX	FICA W/H	135.90
		5-18-502	PAYROLL TAX	MEDICARE W/H	31.78
		5-18-502	PAYROLL TAX	MEDICARE W/H	31.78
	OSCEOLA PRINTING & OFFICE SU	5-18-601	MATERIALS AND SUPPLI	GOLF	105.60
	ACUSHNET COMPANY	5-18-601	MATERIALS AND SUPPLI	GOLF	132.53
	P&W GOLF SUPPLY LLC	5-18-601	MATERIALS AND SUPPLI	GOLF	1,251.59
	SRIXON/ CLEVELAND GOLF /XXIO	5-18-601	MATERIALS AND SUPPLI	GOLF	2,540.09
		5-18-601	MATERIALS AND SUPPLI	GOLF	767.16
		5-18-601	MATERIALS AND SUPPLI	GOLF	519.12
		5-18-601	MATERIALS AND SUPPLI	GOLF	200.40
	MUNICIPAL HEALTH BENEFIT FUN	5-18-503	GROUP INSURANCE	GOLF	382.50
		5-18-503	GROUP INSURANCE	GOLF	382.50
	J. PACE GOLF	5-18-601	MATERIALS AND SUPPLI	GOLF	405.90
	AT&T MOBILITY	5-18-610	TELEPHONE	GOLF	165.51
	PARMAN ENERGY GROUP	5-18-651	OPERATING EXPENSES -	GOLF	775.59
	WELLS FARGO FINANCIAL LEASIN	5-18-895	CAPITAL LEASE PAYMEN	GOLF	1,716.49
		5-18-895	CAPITAL LEASE PAYMEN	GOLF	1,716.49
				TOTAL:	16,382.90
ANIMAL CONTROL FUND	CAPITAL ONE	5-19-601	MATERIALS AND SUPPLI	SHELTER	1,924.28
	BUGMOBILE OF AR INC	5-19-601	MATERIALS AND SUPPLI	GOLF	79.20
	KENNEBROCK HOME	5-19-601	MATERIALS AND SUPPLI	SHELTER	194.37
		5-19-601	MATERIALS AND SUPPLI	SHELTER	25.25
		5-19-601	MATERIALS AND SUPPLI	SHELTER	5.49
		5-19-601	MATERIALS AND SUPPLI	SHELTER	26.38
		5-19-601	MATERIALS AND SUPPLI	SHELTER	27.80
		5-19-601	MATERIALS AND SUPPLI	SHELTER	3.30
		5-19-601	MATERIALS AND SUPPLI	SHELTER	4.95
		5-19-601	MATERIALS AND SUPPLI	SHELTER	194.37
	AMERICAN HERITAGE LIFE	5-19-503	GROUP INSURANCE	SHELTER	53.60
	RITTER COMMUNICATIONS	5-19-620	UTILITIES	SHELTER	149.89
	METLIFE GROUP BENEFITS	5-19-503	GROUP INSURANCE	SHELTER	22.17
		5-19-503	GROUP INSURANCE	SHELTER	6.66
	DELTA DENTAL	5-19-503	GROUP INSURANCE	SHELTER	43.42
	APF FBO TEMPS PLUS	5-19-455	TEMP SERVICE WAGES	SHELTER	537.60
		5-19-455	TEMP SERVICE WAGES	SHELTER-OT	289.80
		5-19-455	TEMP SERVICE WAGES	SHELTER	184.80
	VERIZON WIRELESS	5-19-610	TELEPHONE	A. SHELTER	140.99

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-19-610	TELEPHONE	ENF	107.84
	DELTA VISION	5-19-503	GROUP INSURANCE	SHELTER	5.86
	EFTPS	5-19-502	PAYROLL TAX	FICA W/H	226.02
		5-19-502	PAYROLL TAX	FICA W/H	159.59
		5-19-502	PAYROLL TAX	MEDICARE W/H	52.86
		5-19-502	PAYROLL TAX	MEDICARE W/H	37.32
	OSCEOLA PRINTING & OFFICE SU	5-19-601	MATERIALS AND SUPPLI	A. SHELTER	82.50
	WEX FLEET UNIVERSAL	5-19-651	OPERATING EXPENSES -	SHELTER	238.94
	MUNICIPAL HEALTH BENEFIT FUN	5-19-503	GROUP INSURANCE	SHELTER	382.50
		5-19-503	GROUP INSURANCE	SHELTER	382.50
	AT&T MOBILITY	5-19-610	TELEPHONE	SHELTER	165.51
	B.R. CATO DVM	5-19-611	VET BILLS	ANIMAL SHELTER ACCT# 308	899.00
	CORNING CONSTRUCTION AND LA	5-19-619	BUILDING EXPENSE	SHELTER-MOWING FOR 3/2023	275.00
				TOTAL:	6,929.76

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
STREET DEPT	MISS CO COURTHOUSE	5-06-840	DUMPING-DISPOSAL	STREET	3,990.88
		5-06-840	DUMPING-DISPOSAL	STREET	377.78-
	KENNEMORE HOME	5-06-601	MATERIALS AND SUPPLI	STREET	29.13
		5-06-601	MATERIALS AND SUPPLI	STREET	13.42
		5-06-601	MATERIALS AND SUPPLI	STREET	34.31
		5-06-601	MATERIALS AND SUPPLI	STREET	246.30
	NEXAIR LLC	5-06-601	MATERIALS AND SUPPLI	STREET	116.60
	LEGAL SHIELD	5-06-503	GROUP INSURANCE	STREET	110.16
	AMERICAN HERITAGE LIFE	5-06-503	GROUP INSURANCE	STREET	23.47
	CITIZENS FIDELITY INS	5-06-503	GROUP INSURANCE	STREET	36.06
	AUTOZONE	5-06-650	REPAIRS & MAINTENANC	STREET	18.89
		5-06-650	REPAIRS & MAINTENANC	STREET	10.55
	RITTER COMMUNICATIONS	5-06-620	UTILITIES	SAN	280.12
		5-06-503	GROUP INSURANCE	STREET	99.56
	METLIFE GROUP BENEFITS	5-06-503	GROUP INSURANCE	STREET	25.05
		5-06-601	MATERIALS AND SUPPLI	SAN	23.08
	O'REILLY AUTO STORES INC	5-06-650	REPAIRS & MAINTENANC	SAN	35.19
		5-06-650	REPAIRS & MAINTENANC	SAN	285.89
		5-06-650	REPAIRS & MAINTENANC	SAN	39.60-
		5-06-650	REPAIRS & MAINTENANC	SAN	6.04
		5-06-650	REPAIRS & MAINTENANC	SAN	21.11
		5-06-503	GROUP INSURANCE	STREET	182.40
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
	APF FBO TEMPS PLUS	5-06-455	TEMP SERVICES WAGES	STREET	582.40
		5-06-455	TEMP SERVICES WAGES	STREET	145.60
		5-06-455	TEMP SERVICES WAGES	STREET	315.70
		5-06-455	TEMP SERVICES WAGES	STREET	45.50
		5-06-455	TEMP SERVICES WAGES	STREET	331.10
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
		5-06-455	TEMP SERVICES WAGES	STREET OT	11.55
		5-06-455	TEMP SERVICES WAGES	STREET	492.80
		5-06-455	TEMP SERVICES WAGES	STREET	582.40
		5-06-455	TEMP SERVICES WAGES	STREET	284.90
		5-06-455	TEMP SERVICES WAGES	STREET	644.00
		5-06-455	TEMP SERVICES WAGES	STREET	492.80
		5-06-455	TEMP SERVICES WAGES	STREET	284.90
		5-06-610	TELEPHONE	STREET	118.75
		5-06-503	GROUP INSURANCE	STREET	42.98
		5-06-502	PAYROLL TAX	FICA W/H	638.76
		5-06-502	PAYROLL TAX	FICA W/H	653.98
		5-06-502	PAYROLL TAX	MEDICARE W/H	149.39
		5-06-502	PAYROLL TAX	MEDICARE W/H	152.95
	TRI STATE INDUSTRIAL SUPPLY	5-06-601	MATERIALS AND SUPPLI	STREET	8.12
	J & J MAINTENANCE SUPPLY	5-06-601	MATERIALS AND SUPPLI	STREET	281.60
	MARMIC FIRE AND SAFETY CO.	5-06-619	BUILDING EXPENSE	STREET&SAN	975.65
	MUNICIPAL HEALTH BENEFIT FUN	5-06-503	GROUP INSURANCE	STREET	2,760.00
		5-06-503	GROUP INSURANCE	STREET	2,760.00
	CINTAS UNIFORM CORP 206	5-06-580	UNIFORM EXPENSE	STREET	1,136.38
		5-06-619	BUILDING EXPENSE	STREET	208.98
	ARAMARK	5-06-515	SAFETY SUPPLIES	STREET&SAN	142.72
	ARDOT - FISCAL SERVICES	5-06-647	LICENSES	ARDOT - FISCAL SERVICES	24.17
	MOMAR, INC.	5-06-601	MATERIALS AND SUPPLI	STREET	1,557.40
	VERIZON NETWORK FLEET, INC.(	5-06-651	OPERATING EXPENSES -	STREET	161.90
	AT&T MOBILITY	5-06-610	TELEPHONE	STREET	165.51

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	PARMAN ENERGY GROUP	5-06-650	REPAIRS & MAINTENANC	STREET	417.64
		5-06-650	REPAIRS & MAINTENANC	STREET	562.40
		5-06-650	REPAIRS & MAINTENANC	STREET	524.28
		5-06-650	REPAIRS & MAINTENANC	STREET	366.63
		5-06-650	REPAIRS & MAINTENANC	STREET	696.18
		5-06-650	REPAIRS & MAINTENANC	STREET	587.88
		5-06-650	REPAIRS & MAINTENANC	STREET	360.22
		5-06-650	REPAIRS & MAINTENANC	STREET	613.41
		5-06-650	REPAIRS & MAINTENANC	STREET	201.39
		5-06-650	REPAIRS & MAINTENANC	STREET	343.37
		5-06-650	REPAIRS & MAINTENANC	STREET	639.10
	BOOM COUNTRY TIRE	5-06-650	REPAIRS & MAINTENANC	STREET	1,283.23
				TOTAL:	29,151.45

FUND: SANITATION FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CADENCE EQUIPEMENT FINANCE	269	N/P BCS COMML ROLL-O	CONT# 002-0070611-017	1,778.59
		267	N/P BCS KNUCKLEBOOM	CADENCE EQUIPEMENT FINANCE	1,766.00
		263	N/P BCS COMML GARBAG	CADENCE EQUIPEMENT FINANCE	3,762.49
				TOTAL:	7,307.08
SANITATION	MISS CO COURTHOUSE	5-07-840	DUMPING-DISPOSAL	SANITATION	15,979.74
	CAPITAL ONE	5-07-601	MATERIALS AND SUPPLI	SANITATION	216.55
	HILL MANUFACTURING	5-07-601	MATERIALS AND SUPPLI	SAN	609.12
	LEGAL SHIELD	5-07-503	GROUP INSURANCE	SANITATION	51.80
	AMERICAN HERITAGE LIFE	5-07-503	GROUP INSURANCE	SANITATION	21.60
		5-07-503	GROUP INSURANCE	SANITATION	80.84
	METLIFE GROUP BENEFITS	5-07-503	GROUP INSURANCE	SANITATION	67.29
	O'REILLY AUTO STORES INC	5-07-650	REPAIRS & MAINTENANC	SAN	69.60
	DELTA DENTAL	5-07-503	GROUP INSURANCE	SANITATION	184.10
	APF FBO TEMPS PLUS	5-07-455	TEMP SERVICE WAGES	SANITATION	492.80
		5-07-455	TEMP SERVICE WAGES	SANITATION	123.20
		5-07-455	TEMP SERVICE WAGES	SAN	554.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	554.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	554.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
	DELTA VISION	5-07-503	GROUP INSURANCE	SANITATION	44.70
	EFTPS	5-07-502	PAYROLL TAX	FICA W/H	902.77
		5-07-502	PAYROLL TAX	FICA W/H	907.80
		5-07-502	PAYROLL TAX	MEDICARE W/H	211.12
		5-07-502	PAYROLL TAX	MEDICARE W/H	212.30
	TRI STATE INDUSTRIAL SUPPLY	5-07-650	REPAIRS & MAINTENANC	SANITATION	220.58
	N.E.O. FAB	5-07-601	MATERIALS AND SUPPLI	SAN	13,970.00
	CROWS TRUCK SERVICE, INC	5-07-650	REPAIRS & MAINTENANC	SAN	5,002.53
		5-07-601	MATERIALS AND SUPPLI	SAN	1,295.05
		5-07-650	REPAIRS & MAINTENANC	SAN	113.26
		5-07-601	MATERIALS AND SUPPLI	SAN	420.00-
	J & J MAINTENANCE SUPPLY	5-07-601	MATERIALS AND SUPPLI	SAN	819.72
	MUNICIPAL HEALTH BENEFIT FUN	5-07-503	GROUP INSURANCE	SANITATION	2,377.50
		5-07-503	GROUP INSURANCE	SANITATION	2,760.00
	CINTAS UNIFORM CORP 206	5-07-619	BUILDING EXPENSE	SAN	208.98
		5-07-580	UNIFORM EXPENSE	SAN	486.15
	VERIZON NETWORK FLEET, INC.(	5-07-651	OPERATING EXPENSES -	SAN	64.76
	AT&T MOBILITY	5-07-610	TELEPHONE	SAN	165.51
	PARMAN ENERGY GROUP	5-07-650	REPAIRS & MAINTENANC	SANITATION	665.15
		5-07-650	REPAIRS & MAINTENANC	SANITATION	102.26
		5-07-650	REPAIRS & MAINTENANC	SANITATION	95.32
		5-07-650	REPAIRS & MAINTENANC	SANITATION	583.89
		5-07-650	REPAIRS & MAINTENANC	SANITATION	126.58
		5-07-650	REPAIRS & MAINTENANC	SANITATION	106.89
		5-07-650	REPAIRS & MAINTENANC	SANITATION	573.68
		5-07-650	REPAIRS & MAINTENANC	SANITATION	111.53
		5-07-650	REPAIRS & MAINTENANC	SANITATION	320.72
		5-07-650	REPAIRS & MAINTENANC	SANITATION	546.84
		5-07-650	REPAIRS & MAINTENANC	SANITATION	116.20
	CADENCE EQUIPEMENT FINANCE	5-07-886	INTEREST EXPENSE	CONT# 002-0070611-017	285.49
		5-07-886	INTEREST EXPENSE	CADENCE EQUIPEMENT FINANCE	405.67
		5-07-886	INTEREST EXPENSE	CADENCE EQUIPEMENT FINANCE	560.80
		5-07-886	INTEREST EXPENSE	CADENCE EQUIPEMENT FINANCE	4,346.63
	BOOM COUNTRY TIRE	5-07-650	REPAIRS & MAINTENANC	SANITATION-	3,209.97

FUND: SANITATION FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
				TOTAL:	61,676.19
PEST CONTROL FUND	VECTOR DISEASE CONTROL	5-20-602	CHEMICALS AND SUPPLI	VECTOR DISEASE CONTROL	7,875.45
				TOTAL:	7,875.45

FUND: FIREMEN'S PENSION FU

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CITY GENERAL FUND	207	GROUP INSURANCE W/H	HEALTH INSURANCE FIRE PENS	19.40
		207	GROUP INSURANCE W/H	HEART STROKE FIRE PENSION	100.44
		207	GROUP INSURANCE W/H	LIFE INSURANCE-FIRE PENSIO	18.96
		207	GROUP INSURANCE W/H	DENTAL FIRE PENSION	164.18
		207	GROUP INSURANCE W/H	VISION FIRE PENSION	45.16
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	1,492.00
				TOTAL:	1,840.14

===== FUND TOTALS =====

01	OSCEOLA LIGHT & POWER	1,923,349.58
02	CITY GENERAL FUND	942,665.73
03	STREET FUND	29,151.45
04	SANITATION FUND	76,858.72
07	FIREMEN'S PENSION FUND	1,840.14

GRAND TOTAL:		2,973,865.62

TOTAL PAGES: 21

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Osceola
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 3/01/2023 THRU 3/31/2023
CHECK DATE: 3/01/2023 THRU 3/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

OSCEOLA POLICE DEPARTMENT

Monthly Report for

March-23

**William Foster
Chief of Police**

OSCEOLA POLICE DEPARTMENT

Mar-23

INCOME

	<u>Mar</u>	<u>Year to Date</u>
Automation Fund (paid to District Court)	\$ (2,156.69)	\$ (3,514.44)
Bail Bond Fees	\$ 260.00	\$580.00
Bonds Paid to OMC	\$ 20,785.00	\$85,995.00
Credit Card Fees	\$ -	\$45.00
Drug Fess (paid to District Court)	\$ (100.00)	
Fines & Cost pd to OMC	\$ 32,342.87	\$72,564.90
Freedom of Information	\$ -	\$0.00
Interest Earned	\$ 7.57	\$23.46
Miscellaneous	\$ -	\$0.00
Postage	\$ -	\$0.00
Rebate	\$ -	\$6.04
Restitution to OPD	\$ -	\$0.00
SCC/Civil Services	\$ -	\$0.00
Unclaimed Restitution	\$ -	\$0.00
Yard Sales	\$ 10.00	\$10.00
Sub-Total	<u>\$51,148.75</u>	<u>\$155,709.96</u>

DETENTION FACILITY INCOME:

Background Checks	\$ -	\$15.00
Fingerprints	\$ 60.00	\$120.00
Incident Reports	\$ 180.00	\$450.00
Jail Board	\$ -	\$15,800.00
Misc/Comm balances unclaimed	\$ -	\$0.00
Vin Inspection	\$ 1,770.00	\$3,516.00
Work Release	\$ -	\$150.00
Sub-Total	<u>\$2,010.00</u>	<u>\$20,051.00</u>
Grand Total	<u>\$53,158.75</u>	<u>\$175,760.96</u>

OSCEOLA POLICE DEPARTMENT
BONDS & FINES ACCOUNT
MAR

Register Ending Balance	\$	10,671.00	
Bonds Payable	\$	10,671.00	
General	\$	9.03	
Bond Refund			
Checkbook Balance			<u>10,680.03</u>

TIME PAYMENTS SUMMARY

Accounts Receivable

New charges
Finance charge

Appeals
Bond Transfer
Community Service
Finance Charge Adj.
Jail Time Credits
Paid on account
Suspended OMC
Covid Card Credit

\$ _____ -

\$ _____ -

Accounts Receivable

\$ _____ -



32/17

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
PO BOX 443
OSCEOLA AR 72370-0443

STATEMENT DATE
03/31/23
ACCOUNT NUMBER
015-407-5

INFOLINE 1-888-797-7711

2022 CHECKING YEAR TO DATE INTEREST PAID 37.68
* * * * * CHECKING ACCOUNT SUMMARY * * * * *
PREVIOUS BALANCE 58,327.68 AVERAGE BALANCE
+ 38 CREDITS 61,296.99 70,864
- 18 DEBITS 46,997.70 YTD INTEREST PAID
- SERVICE CHARGES .00 25.65
+ INTEREST PAID 9.03
ENDING BALANCE 72,636.00

DAYS IN PERIOD

31

* * * * * CHECKING ACCOUNT TRANSACTIONS * * * * *
DEPOSITS AND OTHER CREDITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
03/01	1,890.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6252	CCD
03/01	1.00	DEPOSIT	
03/01	3,805.63	DEPOSIT	
03/02	1,530.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6254	CCD
03/03	1,310.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6256	CCD
03/03	3,870.00	DEPOSIT	
03/06	1,983.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6258	CCD
03/07	490.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6260	CCD
03/07	2,201.00	DEPOSIT	
03/08	884.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6262	CCD
03/08	3,355.84	DEPOSIT	
03/09	100.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6264	CCD
03/10	2,395.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6266	CCD
03/13	245.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6268	CCD
03/13	7,506.90	DEPOSIT	



CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
PO BOX 443
OSCEOLA AR 72370-0443

32/17
PAGE 2

STATEMENT DATE
03/31/23
ACCOUNT NUMBER
015-407-5

* * * * * CHECKING ACCOUNT TRANSACTIONS * * * * *
DEPOSITS AND OTHER CREDITS

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
03/14	2,725.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6270	CCD
03/15	465.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6272	CCD
03/16	1,895.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6274	CCD
03/17	165.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6276	CCD
03/17	400.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6276	CCD
03/17	4,517.62	DEPOSIT	
03/20	765.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6278	CCD
03/21	740.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6280	CCD
03/21	2,261.00	DEPOSIT	
03/22	110.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6282	CCD
03/22	2,335.00	DEPOSIT	
03/23	1,630.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6284	CCD
03/24	140.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6286	CCD
03/24	530.00	DEPOSIT	
03/27	530.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6288	CCD
03/27	1,208.00	DEPOSIT	
03/28	1,625.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6290	CCD
03/28	810.00	DEPOSIT	
03/29	905.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6292	CCD
03/29	2,483.00	DEPOSIT	
03/30	1,510.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6294	CCD
03/31	100.00	AIC_PORTAL 1200680589	
		OSCEOLA PD OTC 6296	CCD
03/31	1,880.00	DEPOSIT	
03/31	9.03	IOD INTEREST PAID	



CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
PO BOX 443
OSCEOLA AR 72370-0443

32/17
PAGE 3

STATEMENT DATE
03/31/23
ACCOUNT NUMBER
015-407-5

CHECKS

DATE..	CHECK NO.....	AMOUNT	DATE..	CHECK NO.....	AMOUNT
03/31	5720*	50.00	03/17	5747*	480.00
03/30	5728*	180.75	03/20	5748	2,020.00
03/21	5729	140.00	03/17	5749	40,539.90
03/06	5730	165.00	03/23	5750	125.00
03/02	5734*	10.00	03/17	5752*	1,158.05
03/03	5735	175.00	03/30	5754*	195.00
03/08	5736	370.00	03/30	5755	600.00
03/14	5744*	140.00	03/31	5757*	215.00
03/13	5745	245.00			

OTHER DEBITS

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
03/15	189.00	RIVERSIDE PA9886 1465387319	

FEB BB CCD

* * * * * DAILY BALANCE SUMMARY * * * * *

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
02/28	58327.68	03/10	81423.15	03/22	60641.72
03/01	64024.31	03/13	88930.05	03/23	62146.72
03/02	65544.31	03/14	91515.05	03/24	62816.72
03/03	70549.31	03/15	91791.05	03/27	64554.72
03/06	72367.31	03/16	93686.05	03/28	66989.72
03/07	75058.31	03/17	56590.72	03/29	70377.72
03/08	78928.15	03/20	55335.72	03/30	70911.97
03/09	79028.15	03/21	58196.72	03/31	72636.00

* * * * * INTEREST RATE SUMMARY * * * * *

EFF-DATE	RATE	EFF-DATE	RATE
----------	------	----------	------

09-26-22 0.00150000

	Citation	Warning	Warrant	Total
CARELESS AND PROHIBITED DRIVING	4	0	0	4
CITY OF OSCEOLA - INATTENTIVE DRIVING	6	0	0	6
CONTEMPT OF COURT	0	0	1	1
CONTEMPT OF COURT FOR FAILURE TO PAY FINES (FTP)	0	0	2	2
DISORDERLY CONDUCT	0	0	3	3
DRIVING ACROSS PRIVATE PROPERTY TO AVOID INTERSECTION	1	2	0	3
DRIVING LEFT OF CENTER	0	1	0	1
DRIVING ON CANCELLED LICENSE	1	0	0	1
DRIVING ON SUSPENDED LICENSE	25	0	1	26
DRIVING WHILE INTOXICATED - DWI 1ST DRUGS	1	0	0	1
DRIVING WRONG WAY ON ONE-WAY ROADWAY	0	1	0	1
DRUGS AND FIREARMS, SIMULTANEOUS POS OF	0	0	6	6
ENGAGE IN CONTACT W/CRIM GANG	0	0	6	6
FAIL TO APPEAR ON CLASS C MISDEMEANOR (FTA)	0	0	16	16
FAIL TO APPEAR ON UNCLASSIFIED MISDEMEANOR (FTA)	0	0	5	5
FAIL TO OBEY STOP SIGN	5	10	0	15
FAIL TO OBEY TRAFFIC CONTROL DEVICE	3	0	0	3
FAIL TO OBEY YIELD SIGN	1	0	0	1
FAIL TO PRESENT PROOF OF INSURANCE (NO PROOF)	9	0	0	9
FAIL TO STOP OR YIELD	0	1	0	1
FAILURE TO MAINTAIN CONTROL	1	0	0	1
FICTITIOUS LICENSE STICKER	1	0	0	1
FICTITIOUS TAGS	1	1	0	2
IMPROPER DISPLAY OF LICENSE TAGS	0	1	0	1
INATTENTIVE DRIVING	7	0	0	7
LITTERING - 1ST OFFENSE	1	0	0	1
NO CHILD PASSENGER RESTRAINT	1	0	0	1
NO DRIVER LICENSE OR LICENSE EXPIRED	15	1	0	16
NO LIABILITY INSURANCE	18	0	0	18
NO LIABILITY INSURANCE 3RD	1	0	0	1
NO SEATBELT	2	0	0	2
OWNER FAIL TO REGISTER VEHICLE - EXPIRED TAGS	15	4	0	19
OWNER FAIL TO REGISTER VEHICLE 2ND - EXPIRED TAGS	3	0	0	3
PARKED IN FIRE LANE	3	1	0	4
PARKING WHERE PROHIBITED	1	0	0	1
POSSESS CONTROLLED SUBSTANCE SCHED VI < 4 OZ	1	0	0	1
POSSESS DRUG PARAPHERNALIA	0	0	6	6
POSSESS W PURPOSE DEL CONTROLLED SUBSTANCE SCHED VI > 14g < 4 oz	0	0	6	6
POSSESSION OF A CONTROLLED SUBSTANCE SCHEDULE IV OR SCHEDULE V, <28 GRAMS (CLASS A MISDEMEANOR)	0	0	1	1
RECKLESS DRIVING - 1ST	1	0	0	1
SPEEDING - 1 TO 15 MPH OVER LIMIT	1	6	0	7
SPEEDING - MORE THAN 15 MPH OVER LIMIT	1	0	0	1
TERRORISTIC THREATENING - 1ST DEGREE	0	0	1	1
THEFT BY RECEIVING (CREDIT/DEBIT CARD/FIREARM)	0	0	6	6
UNSAFE VEHICLE -- DEFECTIVE EQUIPMENT	0	1	0	1
VEH LIGHTS - DEFECTIVE/IMPROPER AUXILLIARY DRIVING LIGHTS	0	1	0	1
VEH LIGHTS - DEFECTIVE/IMPROPER HEAD LAMPS	0	2	0	2
VEH LIGHTS - DEFECTIVE/IMPROPER TAIL LAMPS AND REFLECTORS	1	10	0	11
VEH LIGHTS - NO LIGHTS AT NIGHT	1	1	0	2
VEH LIGHTS - USE OF MULTIPLE-BEAM ROAD LIGHTING EQUIPMENT - HIGH BEAM	1	0	0	1
Totals	133	44	60	237
Averages	2.66	0.88	1.2	4.74

OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2023

**The Osceola Fire Department responded to (33) alarms in the month of March
The runs are as follows:**

	MONTH	YTD
Structure Fire	0	2
Vehicle Fires	0	3
Brush/Grass Fires	0	2
Trash Fires	3	7
Lift Assist/Medical Assist	8	15
Electrical Equipment	3	5
MVA assist	0	2
Mutual Aid	0	2
Rescue/Extrication	0	1
Smoke Scare	0	2
Spill/Leaks	2	5
Flammable Gas	0	0
Alarm Malfunction	3	13
Fire Alarm	0	4
Unintentional False Alarm	10	19
Confined Space Standby	1	8
Good Intent Call	3	9
TOTALS	33	99

Total dollar loss estimated from Structure Fires in month of March
\$0.00

Script cost in class time	\$139.00
Script cost in alarms	\$82.00
Total Script Cost	\$221.00
Injuries	0
Deaths	0

Respectfully submitted,

Peter Hill Chief
Osceola Fire Dept.

Osceola Parks & Recreation

Dickie Kennemore Community Center

Director: Michael Ephlin

April 2023 Report

- **Community Center**
- **Tip Tap Toes Dance Class**
- **Roof Repairs & Sr. Citizens Building**
- **OPAR Youth Baseball & Softball**
- **Master Plan: Water Park**

Community Center

We are still seeing growth at our community center. Many people are getting back into the routine of working out. It's good to see new members along with our regular crowd. The Arkansas State Police gives the Arkansas Driver's test on Thursday's and always has great participation. Our workout rooms are in need of some updating and hopefully with 2023 rolling in we can do just that. We have done some electrical work in the small gym to fix a problem with the lighting on the outside. A lot is going on at our great center, we are blessed to have this great facility!!!

OPAR's Tip Tap toes Dance Class

OPAR's Tip Tap Toes Dance Class has resumed and they have great numbers. Their classes are on Tuesday and Thursday nights. The dance class is for kids pre-school to high school. For more information you can contact the Community Center.

Roof Repairs & Senior Building

The OPAR Sports Complex Concession Stand, dugouts, Rosenwald Building and Sr. Citizen's Center have all received new roofs. These are shingle roofs. These were replaced due to the

hail damage claims with insurance. One of our two shop buildings has had the new metal roof replaced. We still have one shop and the community center remaining. The metal roofing has arrived for our community center.

OPAR Youth Baseball & Softball

OPAR finished registering for our boys baseball and girls softball summer program on February 26th. We have 23 teams playing in our OPAR League this year. Those are great numbers. The teams have been practicing the whole month of March. Games will begin on Tuesday April 17th and continue until June 8th. This is our biggest sport that we offer. We can't wait to see everyone out at the ball field.

Master Plan: Water Park

I would like to take this time to ask each and every one of you to start brainstorming ways that we can revisit our master plan: water park idea. I feel that we are missing the boat with this idea and I feel that it would be very beneficial to our city and would really boost our quality of life. As you know we tried to pass a 1 cent sales tax last year to fund the project and it was defeated. As you know our sales tax has doubled and really almost tripled since the workers are here building the industry that has located here. I feel that we are missing the boat on this idea and I feel that it is still not too late to do something about it. I challenge you to come up with ideas so we can revisit this project in the very near future. This would be just another improvement to our great city and another quality of life amenity that would benefit all of the great citizens of our awesome community!!!!

“Great Things Are Happening At Osceola Parks And Recreation, Come Out And Be A Part”.

GOLF COURSE MONTHLY REPORT APRIL 2023

We are as of now, April 6, up to date on our yearly spray regimen of the course. We have completed 95 percent of our tree trimming and removal for this spring also. We have been working on our drainage ditches throughout the entire course. We have a master plan and will work on them as time is available throughout the year. Mowing continues all around the course and we also slit the greens this past week followed by a small dose of fertilizer on all ten greens. Our plan moving forward is to continue all maintenance mowing and to verticut greens and aerate fairways and tees in the next 6-7 weeks in preparation for regular play and OFD tournament coming June 10/11.

As far as equipment we have a total of three rental carts down and they have been sent to Ladds for repair. We also have a progressive tri - deck mower that we are sending in to be repaired. All other equipment is okay.

We expect to see more and more crowds like this past weekend moving forward as the weather warms and course fully blooms. We are ready and striving to make our course the best it can be this year for all.

Any questions please feel free to call me at 870-549-0189.

Dylan Bowles. OMGC

ANIMAL CONTROL REPORT

MARCH 2023

MONTH

YTD

DOG 14 43

CATS 4 9

OTHER 1 1

TOTAL 19 53

COMPLAINTS 27 74

CITATIONS 1 3

VERBAL WARNINGS 2 7

WRITTEN WARNINGS 4 9

DOG/CAT BITES 1 4

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

2023 March
Osceola Light & Power Report

Preformed line maintenance through out the system this also included cutting trees.
Replaced Two Primary Switch Blades at Industrail Substation.
Preformed meter reading.
Preformed Disconnects for non payment.
Programmed new water meters that was put in service.

Electric Work Orders

Poles Installed	4
Poles Removed	2
Transformers Replaced	4
Services Installed	3
Services Removed	3
Service Repaired	24
Street Lights Installed	2
Street Lights Removed	2
Street Lights Repaired	18
Line Locates	46

Meter Service Orders

Connects	46
Disconnects	38
Meter Changes	8
Occupant Change	43
Reinstate	117
Service Changes	1
Misc.	1
Meter Info.	4
Re-Reads	35
<u>Check for Leaks</u>	<u>30</u>

Total Meter Service Orders 323

**OSCEOLA WATER & SEWER
MONTHLY REPORT
March, 2023**

Water Taps	0
Water Leaks	20
Fire Hydrants Repaired/Replaced	0
First Time Water Meters	0
Water Meters Replaced	14
Water Lines Installed	0
Pumps Repaired	2
Sewer Taps	1
Manholes Repaired	0
Sewer Lines Repaired	0
Sewers Unstopped	29
Sewer Lines Installed	0

Tim Jones, Superintendent
Water & Wastewater Distribution

CODE ENFORCEMENT, BUILDING INSPECTION, and HOUSING REPORT

4/17/2023

Report: Code Enforcement & Building Inspection

Code Enforcement – Luther Whitfield

Code Enforcement field team is continuing to clear city owned easements, ditches, and city owned properties.

We continue to monitor garbage being put out to early and on the wrong day. Warnings and fines will be issued to people putting garbage out to early and on the wrong days.

Code Enforcement department reported (22) code issues and violations.

Code Enforcement continues to develop the condemn/urgent action property list.

- 24 properties were identified and placed on condemn list.

Properties approved to be condemned at May Council Meeting.

1. 110 0 T Williams Osceola, AR 72370 – Waiting on Street Dept to finish
2. 614 N Pearl, Osceola AR 72370 – Waiting on Street Dept to finish

Building Inspection – Cody Shreve

Building Inspection and permit department have a total of six new permits issued. We have issued (2) electrical permits, (3) privilege license permits, (5) residential permits, (1) commercial permits, (2) sign permit, (0) HVAC permit, (2) Plumbing Permit

Codes and Inspection information is located on the iWorQ system or city website OsceolaArkansas.com.

New Development

- Three possible Hotels – 1 hotel has submitted plans for approval.
- Two retail plans have been submitted
- River Back Estates – Housing 25 permits applied for
- Various Industry

Osceola Street & Sanitation Department Report for 2023

City Council Meeting: 4-17-23

From: Ed Richardson

Subject: Daily Operations

March Updates

Street & Sanitation Department Update

The sanitation department is running smoothly without any major issues. For the month there weren't any major complaints. Refuse trucks 29, and 31 didn't experience any mechanical downtime during the month of March. Our commercial front-end loader is running well without any major complaints. We did pick up some new commercial customers, and some existing customers increased their pickup route. Transfer Station is complying with solid waste regulations and staying clean. We ordered a new pump for the transfer station, because the old pump went completely out. We received an inspection from ADEQ at the transfer station. ADEQ inspector stated everything looks great.

The street department is prepared for spring. The two leaf vac machines have been greased up and serviced. A full-time employee will be placed on the chip machine during our spring and summer months. Truck 54 is having transmission issues, and it sounds like the transmission is going out. I will keep everyone up to date on these issues. Daily maintenance checks are being done each day.

Street department has started cutting ditches and big lots throughout the city. We fixed a storm drain located on Greenbriar. We're working on identifying our signage issues throughout the city. Hopefully soon, we will be able to adopt a new signage program for the city. The Knuble boom truck went down for two days, because of two seals inside of the outriggers went out. This repair has been completed and the knuckle boom is back up and running.

The street department has purchased the forestry mulcher. We look forward to receiving this piece of equipment sometime at the end of April or first part of May. We're excited about this piece of equipment and how it will greatly benefit the city, our compost area, ditches, right of ways and other needs throughout the city that to be addressed.

Mosquito & Bird Control

There were no complaints for the month of February. We will start looking at passed areas of concern. We coming upon the rainy season and our ditches and other areas will be filled with water. Please notify me of any concerns.

Thank You,

Ed Richardson

Osceola Street, Sanitation, MRF & Mosquito Control Departments

MITCHELL WILLIAMS

Michele Simmons Allgood
Direct Dial: 501-688-8874
Fax: 501-918-7874
E-mail: mallgood@mwlaw.com

425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201
Telephone 501-688-8800

April 5, 2023

VIA FAX AND E-MAIL:
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TGREEN@OSD1.ORG

Dr. Toriano Green
Superintendent
Osceola School District
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Brannah Bibbs
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Peggy Meatte
Mississippi County Treasurer
P.O. Box 629
200 W. Walnut, Room 207
Blytheville, Arkansas 72316

VIA FAX:
(870) 762-4504

Susan Short
Mississippi County Collector
200 W. Walnut, Room 104
Blytheville, AR 72315

Re: City of Osceola, Arkansas / Hybar Project
Amended PILOT Agreement

Superintendent Green, Assessor Bibbs, Treasurer Meatte and Collector Short:

By letter dated March 10, 2023, a copy of which is provided with this letter, I provided notice to you that the City of Osceola, Arkansas (the "City") was considering a Payment in Lieu of Taxes Agreement with Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the "Company"). An Ordinance authorizing the issuance of bonds and the execution of the PILOT Agreement (the "Original Ordinance") was approved by the City Council of the City of Osceola, Arkansas at its regular meeting held on Monday, March 20, 2023.

The City and the Company have chosen to extend the tax abatement period from twenty (20) years to thirty (30) years. No other terms have changed.

A copy of the modified Payment in Lieu of Taxes Agreement and evidence of the modification are enclosed. An Ordinance amending the Original Ordinance will be considered by the City Council of the City of Osceola, Arkansas at its regular meeting to be held on Monday, April 17, 2023, at 5:00 p.m., or as soon as the matter comes upon the agenda, at City Hall, 303 West Hale Avenue, Osceola, Arkansas.

Superintendent Green
Assessor Bibbs
Treasurer Meatte
Collector Short
April 5, 2023
Page 2

If you have any questions about the bonds or the PILOT Agreement, please do not hesitate to contact me.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By

A handwritten signature in cursive script that reads "Michele Allgood".

Michele Simmons Allgood

Enclosure

cc: Mayor Joe Harris, Jr. (Via e-mail: mayorjoeharrisjr@osceolaar.org)
Mr. David Burnett, Osceola City Attorney (Via e-mail: burnett_law@yahoo.com)
Mr. Cody Shreve, Chief Operating Officer (Via e-mail: cody@osceolaar.org)

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS

**425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamslaw.com**

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$800,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ (the “Bonds”)¹

Ladies and Gentlemen:

The City of Osceola, Arkansas (the “City”) proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq.* (collectively, the “Act”) for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the “Project”) related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the “Company”). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the “Lease Agreement”) for a period of ~~20~~30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the “Leased Premises” as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

¹ Rather than entering into a single PILOT Agreement for \$800,000,000, the City may enter into separate PILOT Agreements with the identified entities. Other than then the counterparty and the not to exceed amount, the PILOT Agreements will be identical and will not exceed \$800,000,000 in the aggregate.

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS

**425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamslaw.com**

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$800,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ (the “Bonds”)¹

Ladies and Gentlemen:

The City of Osceola, Arkansas (the “City”) proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq.* (collectively, the “Act”) for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the “Project”) related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the “Company”). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the “Lease Agreement”) for a period of 30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the “Leased Premises” as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

¹ Rather than entering into a single PILOT Agreement for \$800,000,000, the City may enter into separate PILOT Agreements with the identified entities. Other than then the counterparty and the not to exceed amount, the PILOT Agreements will be identical and will not exceed \$800,000,000 in the aggregate.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Mississippi County, the City, the Osceola School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.* Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the land, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.*, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a

change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Mississippi County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Mississippi County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Mississippi County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the
Company and the City.

Very truly yours,

**[HYBAR LLC][GREEN & CLEAN
HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN
TERMINALS LLC] or a different affiliate
of Hybar LLC**

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

[S E A L]

MITCHELL WILLIAMS

Michele Simmons Allgood
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March 10, 2023

VIA FAX AND E-MAIL:
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Dr. Toriano Green
Superintendent
Osceola School District
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Osceola, Arkansas 72370

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Brannah Bibbs
Mississippi County Assessor
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Peggy Meatte
Mississippi County Treasurer
P.O. Box 629
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Blytheville, Arkansas 72316

VIA FAX:
(870) 762-4504

Susan Short
Mississippi County Collector
200 W. Walnut, Room 104
Blytheville, AR 72315

Re: City of Osceola, Arkansas / Hybar Project
PILOT Agreement

Superintendent Green, Assessor Bibbs, Treasurer Meatte and Collector Short:

The City of Osceola, Arkansas (the "City") intends to issue bonds under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for an industrial project located near the corporate boundaries of the City of Osceola, Arkansas and more specifically described as the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project") related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the "Company"). The Project will be leased by the City to the Company.

Superintendent Green
Assessor Bibbs
Treasurer Meatte
Collector Short
March 10, 2023
Page 2

This letter is written to notify you that bonds will be issued for the benefit of the Company and that the City intends to enter into a Payment in Lieu of Taxes Agreement ("PILOT") with the Company. A copy of the PILOT Agreement is enclosed. An Ordinance authorizing the issuance of bonds and the execution of the PILOT Agreement will be considered by the City Council of the City of Osceola, Arkansas at its regular meeting to be held on Monday, March 20, 2023, at 5:00 p.m., or as soon as the matter comes upon the agenda, at City Hall, 303 West Hale Avenue, Osceola, Arkansas.

If you have any questions about the bonds or the PILOT Agreement, please do not hesitate to contact me.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By



Michele Simmons Allgood

Enclosure

cc: Mayor Joe Harris, Jr. (Via e-mail: mayorjoeharrisjr@osceolaar.org)
Mr. David Burnett, Osceola City Attorney (Via e-mail: burnett_law@yahoo.com)
Mr. Cody Shreve, Chief Operating Officer (Via e-mail: cody@osceolaar.org)

CITY OF OSCEOLA, ARKANSAS

Issuer

and

[AFFILIATE OF COMPANY]

Purchaser

BOND PURCHASE AGREEMENT

Dated _____, 20__

Not to Exceed

\$800,000,000

City of Osceola, Arkansas

Taxable Industrial Development Revenue Bonds

([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean
Terminals LLC] Project)

Series 20__

_____%¹ per annum, payable annually on _____, commencing on _____, 20____. The Bonds will mature on _____, 20____². The proceeds from the sale of the Bonds shall be applied to acquire, construct and equip certain industrial facilities (the "Project") within the corporate boundaries of the Issuer (or to reimburse the Company for said costs). The Issuer shall lease the Project to the Company, pursuant to the terms of a Lease Agreement between the Issuer and [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] dated as of _____, 20____ (collectively, the "Lease Agreements"). The Bonds will be secured by (i) the assignment by the Issuer to the Trustee for the benefit of the owner(s) of the bonds of the rights of the Issuer under the Lease Agreement, and (ii) such other funds and accounts as are described in the Indenture.

1.2. Closing. The Issuer hereby agrees to sell the Bonds to [Affiliate of Company] and, subject to the terms and conditions herein set forth, you hereby agree to purchase from the Issuer, from time to time, all or any portion of the Bonds at 100% of the principal amount drawn by the Company pursuant to a Draw Certificate as provided in the Indenture. The closing of the purchase of the Bonds shall be at 10:00 A.M. local time, on _____, 20____ (the "Closing Date"), at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 425 West Capitol Avenue, Suite 1800, Little Rock, Arkansas 72201, or at such other time and place as shall be subsequently agreed upon by the parties. At the closing and upon each subsequent draw, the Company will deliver a duly executed Draw Certificate to the Trustee on behalf of the Issuer, you will deliver to the Trustee, in immediately available funds, the principal amount specified in the Draw Certificate, and the Trustee will deliver to the Company, or its order, in immediately available funds, the principal amount specified in the Draw Certificate.

Notwithstanding any provision of this Bond Purchase Agreement (the "Agreement") to the contrary, the Issuer, the Purchaser, the Company, and the Trustee may enter into or accept the terms of a home office payment agreement for the making of all payments due under this Agreement and other documents contemplated by this Agreement upon such conditions as shall be satisfactory to the parties thereto contemporaneous with the issuance of the Bonds (the "Home Office Payment Agreement").

SECTION 2. WARRANTIES, REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

The Issuer warrants, represents and agrees to and for your benefit and the benefit of the Company that:

2.1. Organization and Authority. The Issuer is a city of the first class and a duly organized and validly existing political subdivision of the State of Arkansas and has all requisite power and authority under Amendment 65 and Act 9 to issue, sell and deliver the Bonds as provided herein and to consummate all other transactions involving the Issuer contemplated by

¹ Rate of interest to be based on the Applicable Federal Rate for Long-Term Debt compounding on an annual basis published by the Internal Revenue Service for the month in which closing occurs.

² The Bonds will have a term of ~~20~~30 years that mirrors the term of the Lease Agreements and the PILOT Agreements.

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

**LEASE AGREEMENT
BY AND BETWEEN
CITY OF OSCEOLA, ARKANSAS
AND**

**[[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

MITCHELL WILLIAMS

**MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201**

agrees to, and does hereby lease, take and hire from Lessor, subject to the terms, conditions and provisions of this Lease Agreement expressed, the following:

The land described in **Exhibit B**, and the improvements, machinery, equipment, furnishings, and other personal property described in **Exhibit A**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement.

The properties described in this Section 3.01 are herein collectively referred to as the “**Leased Premises.**” Lessor and Lessee acknowledge and agree that **Exhibit A** will be supplemented and amended during the term of the Lease Agreement to identify additional improvements and fee and leasehold interests in machinery, equipment, furnishings, other personal property, and fixtures that are acquired with proceeds of the Bonds after the commencement date of this Lease Agreement.

TO HAVE AND TO HOLD the Leased Premises unto the Lessee for the term of this Lease Agreement as hereinafter set forth.

Section 3.02. Term of Lease Agreement. The initial term² of this Lease Agreement shall commence as of _____, 20__, and shall continue until _____, 20__ and as long thereafter as the Lessee has failed to make all required payments of Basic Rent or Additional Rent. At any time following or contemporaneous with the redemption of the Bonds in full or the expiration of the term of the Lease Agreement, if the purchase option set forth in Article XX has not been exercised, Lessee shall have the unconditional right and obligation to purchase the Leased Premises for the Purchase Price (as defined and described in the Option Agreement), and the Lease Agreement will be terminated contemporaneous with such purchase. Further, the Lease Agreement will be terminated contemporaneous with the full exercise of the purchase option set forth in Article XX.

Section 3.03. Basic Rent; Additional Rent; Absolute and Unconditional Obligation to pay Basic Rent and Additional Rent.

A. Basic Rent.

(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 3.04, Basic Rent annually in the amounts necessary to pay interest and principal of all outstanding Bonds as the same become due, either at maturity or upon optional redemption, under the provisions of the Indenture. Basic Rent shall be payable annually on _____ commencing on _____, 20__ through _____, 20__, or until the principal of and interest on the Bonds shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Trust Indenture. In the event a Basic Rent payment date falls on a non-business day, the Basic Rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a business day.

² Not to exceed ~~twenty~~thirty (2030) years.

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS

**425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamsllaw.com**

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$800,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ (the “Bonds”)¹

Ladies and Gentlemen:

The City of Osceola, Arkansas (the “City”) proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq.* (collectively, the “Act”) for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the “Project”) related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the “Company”). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the “Lease Agreement”) for a period of ~~20~~30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the “Leased Premises” as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

¹ Rather than entering into a single PILOT Agreement for \$800,000,000, the City may enter into separate PILOT Agreements with the identified entities. Other than then the counterparty and the not to exceed amount, the PILOT Agreements will be identical and will not exceed \$800,000,000 in the aggregate.

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

LEASE AGREEMENT

BY AND BETWEEN

CITY OF OSCEOLA, ARKANSAS

AND

**[[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

MITCHELL WILLIAMS

**MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201**

LEASE AGREEMENT

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LEASE AGREEMENT

This LEASE AGREEMENT¹ (the “**Lease Agreement**”) is entered into on this ____ day of _____, 20____, by and between the **CITY OF OSCEOLA, ARKANSAS** (“**Lessor**” or “**Issuer**”) and **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC]**, a [corporation][limited liability company] organized under and existing by virtue of the laws of the State of _____ (“**Lessee**”);

RECITALS:

A. Lessor is a city of the first class and a duly organized and existing political subdivision, under the laws of the State of Arkansas with full and lawful power and authority to enter into this Lease Agreement, acting by and through its City Council, in the public interest and for a public purpose in securing and developing industry, all pursuant to the provisions of Amendment 65 to the Constitution of the State of Arkansas and Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, codified as Ark. Code Ann. Sections 14-164-201 *et seq.* as amended (the “**Act**”) and as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998); and

B. The Issuer is authorized by the Act to issue the bonds for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act pursuant to a Trust Indenture dated as of _____, 20__ (the “**Indenture**”) by and between the Issuer and [TBD], as Trustee; and

C. Permanent financing of the Project Costs (as defined herein), necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer through issuance of its Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project) Series 20__ (the “**Bonds**”); and

D. The Lessor and the Lessee desire to enter into this Lease Agreement in connection with the issuance of the Bonds under the Indenture; and

E. Lessee is authorized under its [Articles of Incorporation and Bylaws][Articles of Organization and Operating Agreement] and under the laws of the State of its organization to enter into this Lease Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement; and

F. Lessor is authorized by the Act and under the laws of the State to enter into this Lease Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement; and

¹ In connection with project development, Hybar may elect to divide ownership of distinct portions of the project among affiliated entities. As appropriate, each entity will enter into substantially similar forms of this Lease Agreement with necessary distinctions to identify the entity, the principal amount and the distinct portion of the project.

G. Lessee is not prohibited under the terms of any outstanding trust indenture, deeds of trust, mortgages, loan agreements or other instruments or evidences of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement (or if so, a proper waiver or consent has been obtained) and affirmatively so represents to Lessor; and

H. The industrial undertaking will consist of the acquisition, construction, and equipping of an industrial facility within and near the corporate boundaries of the Issuer, including, but not limited to, the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas, all as financed with the proceeds of the Bonds (the “**Project**”) which Project shall otherwise exclude building, machinery and equipment financed by Lessee from other sources, if any.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor and Lessee, and in consideration of the mutual benefits and covenants herein contained, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms otherwise defined in this Lease Agreement, the following words and terms as used in this Lease Agreement shall have the following meanings unless the context clearly indicates a different meaning or intent:

“Authorized Lessee Representatives” - The person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Lessor containing the specimen signatures of any such person and signed on behalf of the Lessee. Such certificate may designate an alternate or alternates.

“Authorized Lessor Representative” - The person at the time designated to act in behalf of the Lessor by written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Lessor. Such certificate may designate an alternate or alternates.

“Bond Fund” - The Bond Fund created by Section 5.01 of the Indenture into which moneys are to be deposited and out of which disbursements are to be made for paying the principal of, premium, if any, and interest on the Bonds in the manner and for the purposes specified in the Indenture.

“Bonds” – The City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__.

“Completion Date” – The date of completion of the acquisition, construction and equipment of the Project as that date shall be determined by the Lessee and certified in writing to the Trustee.

“Home Office Payment Agreement” – The Home Office Payment Agreement between the Lessor, the Lessee, the Trustee, and the Purchaser evidencing the intent of the parties with respect to payment obligations under the Indenture, the bond purchase agreement between Lessor and the Purchaser relating to the Bonds, and this Lease Agreement.

“Lease Agreement” - This Lease Agreement between the Lessor and the Lessee.

“Lease Term” or **“Term”** - The term of the Lease Agreement set forth in Section 3.02.

“Leased Premises” – The personal property, land, facilities and related improvements covered by this Lease Agreement and defined in Section 3.01 hereof.

“Lessee”– [[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC], a _____ [corporation][limited liability company], and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

“Lessor” – City of Osceola, Arkansas.

“Loan” – The loan from the Lessor to the Lessee which permits Lessee to use Bond proceeds to finance Project Costs.

“Loan Fund” - The fund created by Section 5.06 of the Trust Indenture into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 of the Indenture is to be deposited and out of which disbursements are to be made for Project Costs in the manner and for the purposes specified in Article VI of the Trust Indenture and Section 2.01 hereof.

“Option Agreement” – The Option Agreement attached hereto as Exhibit C.

“Permitted Encumbrances” - At any particular time (i) this Lease Agreement and Indenture, (ii) the encumbrances which affect the Leased Premises as set forth in a title commitment, if any, (iii) utility, access and other easements and rights of way, restrictions, reversions and exceptions that the Lessee certifies will not interfere with or impair the operations being conducted in the Project, (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project, and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Lessor, (v) security interests, liens and mortgages in favor of creditors of Lessee as described in Section 6.05 hereof, and (vi) the Future Subleases, if any, as described in Section 6.05 hereof.

“Project” - The facilities and related improvements more specifically identified in the Recitals hereto and financed out of proceeds of the Bonds and leased under this Lease Agreement.

“Project Costs” - The costs of acquiring, developing, constructing and equipping the Project described in Section 2.02 of this Lease Agreement.

“Purchaser” - The original purchaser of the Bonds.

“Rent” or **“Rents”** - The Basic Rent (provided for in Section 3.03A(1) hereof) and the Additional Rent (provided for in Section 3.03B hereof), unless the context clearly indicates both are not intended.

“State” - The State of Arkansas.

“Trust Indenture” or **“Indenture”** - The Trust Indenture to be executed between the Lessor and the Trustee securing the Bonds.

“Trustee” - The Trustee for the time being, whether original or successor, with the original Trustee being [TBD], a state banking corporation organized and operating under the laws of _____ and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts created by the Indenture, and having a corporate trust office located in Little Rock, Arkansas.

Section 1.02. Use of Words. Words of the masculine gender shall be deemed and construed to include the correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words shall include the plural, as well as the singular, number.

ARTICLE II ACQUISITION OF PROJECT

Section 2.01. Acquiring of Project. The Lessee has undertaken and will complete the acquiring of the Project and has executed, or will execute all necessary contracts therefor. The Lessee shall be reimbursed out of the Loan Fund for all qualifying expenditures made by it in connection with acquiring, developing, constructing and equipping the Project in the manner set forth in Section 6.03 of the Indenture. Title to the machinery, equipment and facilities paid for with the proceeds of the Loan shall be transferred to the Lessor and become part of the Leased Premises described in Section 3.01. The same shall be subject to such liens or encumbrances as may be placed thereon by Lessee prior to such transfer.

Lessee, with the cooperation of Lessor when necessary, shall obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, development, construction and equipping of the Project, and the Project shall be acquired, developed and constructed in compliance with all State and local laws, ordinances and regulations applicable thereto. All requests, approvals and agreements required on the part of Lessor and on the part of Lessee shall be in writing, signed by the authorized representative of the party making such request, granting such approval, or entering into such agreement. The Lessor and Lessee shall, concurrently with the delivery of this Lease Agreement, notify each other of the Authorized

Lessor Representative and the Authorized Lessee Representative, respectively. It is agreed that each party may have more than one representative and may change the representative or representatives from time to time, with each such change to be in writing forwarded to the other party. The representative of each party so designated shall be authorized to enter into and execute any contracts or agreements or to grant any approvals or to take any action for and on behalf of the party hereto represented by such person and the other party to this Lease Agreement shall be entitled to rely upon the representative as having full authority to bind the party hereto represented by such person.

Section 2.02. Itemization of Project Costs. Costs incurred by Lessor and Lessee under Section 2.01 hereof and in other sections of this Article II shall be referred to as “Project Costs” and it is agreed that if Project Costs exceed the available proceeds received from the sale of the Bonds, the Lessee shall pay the entire amount of any such excess. Project Costs, as that term is used in this Lease Agreement, include the costs incurred by Lessor, Lessee or others in acquiring, developing, constructing and equipping the Project and the costs of making the Loan and the issuance of the Bonds.

It is covenanted and agreed by Lessee that the proceeds of the Loan will be used for Project Costs.

Proceeds derived from the sale of the Bonds shall be deposited in the funds, handled, invested and disbursed in accordance with the provisions of the Trust Indenture. It is agreed that the Trust Indenture will be delivered and become effective after the delivery and effectiveness of this Lease Agreement and it is covenanted and agreed that so long as the Lessee is not in default under this Lease Agreement beyond any applicable notice and cure period, the Trust Indenture shall not be amended or supplemented without the approval of the Lessee of the amendment or supplement being made.

Section 2.03. Certificate of Completion Date. Promptly after the Completion Date, the Lessee shall submit to the Issuer and the Trustee a certificate, executed by an Authorized Lessee Representative, which shall specify the Completion Date and shall state that acquisition, construction and equipping of the Project has been completed and the Project Costs have been paid or set aside for payment, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the Lessee. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

ARTICLE III DEMISING CLAUSES, DURATION OF LEASE TERM AND RENTAL PROVISIONS

Section 3.01. Demise of Leased Premises. Lessor, for and in consideration of the rents, covenants and agreements herein reserved, mentioned and contained, on the part of Lessee to be paid, kept and performed, agrees to and does hereby lease to Lessee, and Lessee agrees to, and does hereby lease, take and hire from Lessor, subject to the terms, conditions and provisions of this Lease Agreement expressed, the following:

The land described in **Exhibit B**, and the improvements, machinery, equipment, furnishings, and other personal property described in **Exhibit A**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement.

The properties described in this Section 3.01 are herein collectively referred to as the “**Leased Premises.**” Lessor and Lessee acknowledge and agree that **Exhibit A** will be supplemented and amended during the term of the Lease Agreement to identify additional improvements and fee and leasehold interests in machinery, equipment, furnishings, other personal property, and fixtures that are acquired with proceeds of the Bonds after the commencement date of this Lease Agreement.

TO HAVE AND TO HOLD the Leased Premises unto the Lessee for the term of this Lease Agreement as hereinafter set forth.

Section 3.02. Term of Lease Agreement. The initial term² of this Lease Agreement shall commence as of _____, 20__, and shall continue until _____, 20__ and as long thereafter as the Lessee has failed to make all required payments of Basic Rent or Additional Rent. At any time following or contemporaneous with the redemption of the Bonds in full or the expiration of the term of the Lease Agreement, if the purchase option set forth in Article XX has not been exercised, Lessee shall have the unconditional right and obligation to purchase the Leased Premises for the Purchase Price (as defined and described in the Option Agreement), and the Lease Agreement will be terminated contemporaneous with such purchase. Further, the Lease Agreement will be terminated contemporaneous with the full exercise of the purchase option set forth in Article XX.

Section 3.03. Basic Rent; Additional Rent; Absolute and Unconditional Obligation to pay Basic Rent and Additional Rent.

A. Basic Rent.

(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 3.04, Basic Rent annually in the amounts necessary to pay interest and principal of all outstanding Bonds as the same become due, either at maturity or upon optional redemption, under the provisions of the Indenture. Basic Rent shall be payable annually on _____ commencing on _____, 20__ through _____, 20__, or until the principal of and interest on the Bonds shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Trust Indenture. In the event a Basic Rent payment date falls on a non-business day, the Basic Rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a business day.

(2) If, during any year while any of the Bonds shall be outstanding, the Basic Rent shall be insufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due, the amount of the insufficiency

² Not to exceed thirty (30) years.

shall be paid by the Lessee as additional Basic Rent. If at any time the amount in the Bond Fund, hereinabove referred to and hereafter described in Section 3.04, is sufficient to pay in full the principal of, premium, if any, interest on, and, if redemption is involved, redemption expenses in connection with, all of the outstanding Bonds, then no further Basic Rent shall be payable hereunder. If any moneys remain in the Bond Fund after payment or the making of provision for payment in accordance with the provisions of Article V of the Trust Indenture, of the principal of, premium, if any, interest on, and, if redemption is involved, redemption expenses in connection with, all outstanding Bonds, such remaining moneys shall be refunded to Lessee as excess Basic Rent.

B. Additional Rent.

(1) During the term hereof, Lessee shall pay as Additional Rent to the Lessor \$20,000 payable annually on _____ commencing on _____, 20__ through _____, 20__, or until the principal of and interest on the Bonds shall have been fully paid.

(2) During the term hereof, Lessee shall pay as Additional Rent payable to the Lessor, any expenses which are required to be incurred by Lessor pursuant to the provisions of this Lease Agreement or the Trust Indenture the payment of which is not otherwise provided for by applicable provisions of this Lease Agreement or the Trust Indenture, and all impositions (as defined in Section 4.01), expenses, liabilities, obligations and other payments of whatever nature which Lessee has agreed to pay or assume under the provisions of this Lease Agreement; provided that, Lessor acknowledges that no such expenses are contemplated to be incurred on the date hereof and that Lessor will provide Lessee with notice of such expenses prior to being incurred by the Lessor, or, if incurred without Lessor's direct involvement or knowledge, within a reasonable time thereafter, or as soon thereafter as Lessor becomes, or reasonably should have become, aware of such expenses. If at any time any amounts paid by Lessee as Additional Rent hereunder are or become in excess of the amounts required for the purposes for which they were paid, such excess amounts shall be refunded to the Lessee.

C. Payment. Until the principal of, premium, if any, and interest on the Bonds shall have been paid or provision for such payment shall have been made in accordance with the provisions of Article V of the Trust Indenture, Lessee's obligation to pay Basic Rent and Additional Rent shall be absolute and unconditional and the Basic Rent and the Additional Rent shall be payable on the dates or at the times specified, and without abatement or set-off, and regardless of any contingencies whatsoever, and notwithstanding any circumstances or occurrences that may now exist or that may hereafter arise or take place, including, but without limiting the generality of the foregoing:

(1) The unavailability of the Leased Premises, or any part thereof, for use by the Lessee at any time by reason of the failure to complete the Project by

any particular time or at all or by reason of any other contingency, occurrence or circumstances whatsoever;

(2) Damage to or destruction of the Leased Premises, or any part thereof;

(3) Legal curtailment of Lessee's use of the Leased Premises, or any part thereof;

(4) Change in Lessor's legal organization or status;

(5) Any assignment under the provisions of Article XVI including, without limitation, an assignment as part of a transaction involving merger, consolidation or sale of all or substantially all of Lessee's assets, as provided in Section 16.01; subject, however, to the provisions of Section 16.01 that performance by an assignee or sublessee shall be considered as performance pro tanto by Lessee;

(6) Any termination of this Lease Agreement for any reason whatsoever, including, without limitation, termination under Article XIX;

(7) Failure of consideration or commercial frustration of purposes;

(8) Any default of the Lessor under this Lease Agreement, or any other fault or failure of the Lessor whatsoever.

Lessee covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which shall in any way limit, restrict or prevent Lessee from performing any of its obligations under this Lease Agreement.

Section 3.04. Method of Payment of Basic Rent and Additional Rent. Payments of Basic Rent shall be made to Lessor by Lessee remitting the same directly to the Trustee, for the account of Lessor, and shall be deposited by the Trustee in the Bond Fund provided for in the Trust Indenture, to be used by the Trustee as provided in the Trust Indenture. Additional Rent specified in Section 3.03B shall be paid by Lessee remitting the same directly to the Lessor, in the case of the Lessor's expenses and charges, and either making direct payment in the case of impositions and other costs, expenses, liabilities and payments assumed and agreed to be paid by Lessee under this Lease Agreement, or reimbursing Lessor, if, pursuant to the provisions of this Lease Agreement, Trustee shall make payment thereof.

Section 3.05. Home Office Payment Agreement. Notwithstanding any provision of this Lease Agreement to the contrary, the Lessor, the Lessee, the Purchaser, the Trustee and any of their successors or assigns may enter into or accept the terms of a home office payment agreement providing for the making of all payments due under this Lease Agreement at a place and in a manner other than as provided in this Lease Agreement upon such conditions as shall be satisfactory to the parties thereto, including, but not limited to, compliance with standards and recommendations promulgated by the Financial Accounting Standards Board.

Contemporaneous with the delivery of the Bonds and this Lease Agreement, the appropriate parties will enter into the Home Office Payment Agreement.

Section 3.06. Day for Payment. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, Sunday or a day banks are closed under the laws of the State or the United States of America, such payment shall be made on the next business day.

ARTICLE IV TAXES AND ASSESSMENTS (IMPOSITIONS)

Section 4.01. Taxes and Assessments. Subject to the provisions of Section 4.02, Lessee shall pay all taxes and assessments, general and specific, if any, levied and assessed on the Leased Premises during the term, and all water and sewer charges, assessments, and other governmental charges and impositions whatsoever, foreseen and unforeseen, which if not paid when due, would impair the lien of the Trust Indenture on the Leased Premises or the security of the Bonds, encumber Lessor's title, or impair the right of the Lessor to receive the rent hereunder or in any manner whatsoever diminish the amounts thereof, all of which are herein called "impositions;" provided, however, that any impositions relating to a fiscal period of the taxing authority, part of which extends beyond the term, shall be apportioned as of the expiration of the term. Lessor shall promptly forward to Lessee any notice, bill or other statement received by Lessor concerning any impositions. Lessee may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. Lessee may contest any imposition or the consent thereby by proper legal proceedings diligently conducted. It is anticipated that the only ad valorem taxes and assessments that may be paid by the Lessee relating to the Leased Premises will be controlled by the Payment in Lieu of Taxes Agreement dated _____, 20__ (the "**PILOT Agreement**").

Section 4.02. Leased Premises Exempt From Ad Valorem Taxes; Contest of Attempted Levy Authorized. The Lessor covenants that it will not part with title to the Leased Premises or any part thereof during the term or take any other affirmative action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Leased Premises; provided, however, that Lessor shall not contest the exercise of the Purchase Option provided in Article XX pursuant to the terms thereof.

Lessor has represented to Lessee and the Lessor and the Lessee acknowledge that under their and other interpretations of present law, no part of the Leased Premises will be subject to ad valorem taxation by the State or by any political or taxing subdivision thereof, and these factors, among others, materially induced the Lessee to enter into this Lease Agreement. However, the Lessee will pay all impositions, if any, in connection with the Leased Premises, which may be lawfully levied or assessed upon the Leased Premises, when the same shall become due; provided, however, that Lessee may contest any such impositions and need not pay during the pendency of such contest, except that the Lessee shall in all events pay to prevent the Leased Premises from becoming subject to loss or forfeiture. The Lessor hereby agrees that it will cooperate with the Lessee in resisting any such impositions if and to whatever extent the Lessee may request. Lessee's compliance with the PILOT Agreement will constitute compliance with the terms of this Section 4.02 with regard to any ad valorem taxation affecting the Leased Premises.

ARTICLE V INSURANCE

Section 5.01. Insurance Required.

A. Lessee shall, at Lessee's sole cost and expense, keep the Leased Premises insured in a commercially reasonable manner and in commercially reasonable amounts.

B. At all times during the term, Lessee shall, at no cost or expense to Lessor, maintain or cause to be maintained:

- (i) Commercial General Liability insurance against claims for bodily injury or death occurring upon, in or about the Leased Premises, with such insurance to afford protection to the limits of not less than \$500,000 in respect of bodily injury or death to any one person and to the limit of not less than \$1,000,000 in respect of any one accident; and
- (ii) Property damage insurance against claims for damage to property occurring upon, in or about the Leased Premises with such insurance to afford protection to the limit of not less than \$100,000 in respect of damages to the property of any one owner.

C. Copies or certificates of the insurance provided for by this Article or elsewhere in this Lease Agreement shall be delivered by Lessee to the Lessor upon the request of Lessor. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies shall be delivered by Lessee to Lessor upon the request of Lessor.

D. All insurance required by this Section 5.01 shall be effected with insurance companies qualified to do business in the State selected by the Lessee. The Lessee shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith.

ARTICLE VI REPAIRS AND MAINTENANCE OF LEASED PREMISES, ALTERATIONS PERMITTED ENCUMBRANCES

Section 6.01. Lessee Obligated to Maintain Buildings and Improvements. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained the improvements now or at any time erected on the lands included in the Leased Premises; provided that, it shall be in Lessee's sole discretion, what, if any, maintenance activities it performs on the Leased Premises and any other property owned by Lessee in Mississippi County, Arkansas.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. Without the consent of or notice to the Lessor, Lessee shall have the right from time to time to

make additions, alterations and changes in or to the improvements constituting part of the Leased Premises and shall have the right to construct new improvements, in its sole and absolute discretion, and whether or not such additions, alterations and changed or new improvements are financed with proceeds of the Loan. Lessee shall maintain detailed records of the nature and cost of such additions, alterations and changes, which shall be available for inspection by Lessor's representatives and agents on reasonable notice. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section 6.02, the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

Section 6.03. Structural Improvements and Alterations Become Property of Lessor; Machinery, Equipment and Other Property Installed at Lessee's Expense Remain Its Property With Right of Removal. All structural improvements and alterations made on the Leased Premises by or on behalf of Lessee shall immediately upon completion thereof be and become the property of the Lessor without payment therefor by Lessor but subject to this Lease Agreement. Any machinery and equipment, trade fixtures, movable partitions, furniture and furnishings and other property installed at the expense of Lessee, without reimbursement from Bond proceeds, shall remain the property of the Lessee with the right of removal, whether or not affixed and/or attached to the real estate, and the Lessee shall, so long as it is not in default hereunder, be entitled but shall not be obligated to remove the same, or any part thereof, during the term, or within a reasonable time thereafter, but Lessee shall at its own cost and expense repair any and all damages to the Leased Premises resulting from or caused by their removal therefrom.

Section 6.04. Property on Leased Premises at Sole Risk of Lessee. All property of any kind which may be on the Leased Premises (whether belonging to the Lessor, Lessee or to any third person) shall be at the sole risk of Lessee and those claiming by, through or under Lessee and Lessor shall not be liable to Lessee or to those claiming by, through or under Lessee or to said third persons for any injury, loss or damage to any person or property on the Leased Premises.

Section 6.05. Permitted Encumbrances. Lessor acknowledges that the Leased Premises will be subject to prior liens at the time title is transferred to the Lessor. Regardless of whether or not Lessor is permitted by Arkansas law to place a lien on the Leased Premises, the Lessor agrees that it is contractually prohibited from placing any lien or attempting to place any lien on the Leased Premises without the express written consent of Lessee which consent may be withheld in the sole discretion of Lessee, and any attempt by Lessor to impose a lien that is not consistent with this Section 6.05 or Arkansas law is void.

Lessor acknowledges that Lessee, at its sole option and discretion, may sublease tracts within the Leased Premises pursuant to Section 16.01 of this Lease Agreement (each, a "Future Sublease"). Lessor agrees for the benefit of each sublessee under Future Subleases that if this Lease Agreement is terminated, or Lessor comes into possession of the Leased Premises without termination, then in either such event Lessor shall recognize the Future Subleases and the rights of the lessees and sublessees thereunder provided that such lessees and sublessees attorn to Lessor. Notwithstanding the foregoing, Lessor will not be (i) liable for any act or

omission of Lessee, (ii) subject to any offsets or counterclaims that any such lessee or sublessee may have against Lessee, (iii) bound by any notices given to Lessee of which Lessor did not also receive notice, or (iv) obligated to commence or complete any construction or installation of any improvements or to make any contribution towards any construction or installation of any improvements relating to any Future Sublease. The liability of Lessor under any Future Sublease will continue only so long as Lessor is the owner of the property subject to any Future Sublease and such liability will not continue or survive with respect to claims accruing after further transfer of such interest.

Section 6.06. Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may at any time and from time-to-time, without Lessor's consent, encumber, hypothecate, mortgage, pledge or alienate Lessee's leasehold estate and rights hereunder as security for payment of any indebtedness of Lessee to one or more institutional lenders or other secured creditors of Lessee. Any such encumbrance, hypothecation, mortgage, pledge or alienation shall be referred to herein as a "**Leasehold Mortgage,**" and the holder of a Leasehold Mortgage shall be referred to herein as "**Leasehold Mortgagee.**" Lessor hereby consents to the assignment of and grant of a security interest in Lessee's interest under this Lease Agreement and leasehold interest in the Leased Premises to any Leasehold Mortgagee, and consents to the exercise by such Leasehold Mortgagee of any and all rights and remedies permitted under its Leasehold Mortgage and any security instruments executed by Lessee in connection therewith. A Leasehold Mortgagee may enforce its Leasehold Mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such Leasehold Mortgage, such Leasehold Mortgagee may take possession of and operate the Leased Premises. If a Leasehold Mortgagee succeeds to the interest of Lessee under this Lease Agreement, upon foreclosure of such Leasehold Mortgage by power of sale, judicial foreclosure, acquisition of the leasehold estate by assignment in lieu of foreclosure, or otherwise, a Leasehold Mortgagee may, upon written notice to Lessor, with respect to the applicable portion of the Leased Premises, assign this Lease Agreement and the leasehold estate hereby created, subject to all the requirements of this Lease Agreement. The foregoing provisions shall run with the land and survive foreclosure or exercise of power of sale by a Leasehold Mortgagee, or acceptance of an assignment in lieu thereof, and repayment or discharge of the debt secured by such Leasehold Mortgage in full.

Lessor, concurrently with the delivery to Lessee of any notice of a default or breach under this Lease Agreement, shall provide a copy of such notice to all Leasehold Mortgagees. Lessor may not terminate this Lease Agreement or accept surrender of Lessee's leasehold estate and interest in the Leased Premises, based on Lessee's default or breach unless such notice has been given to each Leasehold Mortgagee and the Leasehold Mortgagees, individually or collectively, fail to cure such default or breach within the timeframes provided in this Lease Agreement for Lessee's cure thereof, provided however, that in no event shall Leasehold Mortgagee have less than sixty (60) days for the payment of rent and up to ninety (90) days for other defaults, subject to additional time if cure cannot be reasonably completed within ninety (90) days and a Leasehold Mortgagee has commenced and is proceeding diligently and continuously in a commercially reasonable manner to cure such default or to gain possession of the Leased Premises where such possession is necessary to cure such default. Notwithstanding the foregoing, if there is a default that is not capable of or susceptible to cure, or if this Lease Agreement should automatically terminate by operation of law (including without limitation by

rejection in bankruptcy) or otherwise, each Leasehold Mortgagee shall have the option to enter into a new lease with Lessor upon termination of this Lease Agreement, which new lease shall be directly between Lessor and Leasehold Mortgagee, for a term equal to the remaining term hereof and otherwise on the same terms and conditions of this Lease Agreement, provided such Leasehold Mortgagee cures all defaults under this Lease Agreement which could be cured by the payment of money and pays to Lessor all rent and other amounts due and payable Lessee under this Lease Agreement but for such termination, rejection or disaffirmance. Any such new lease made pursuant to this Section 6.06 shall have the same priority with respect to other interests in the Leased Premises as the priority of this Lease Agreement. The provisions of this Section 6.06 shall survive the termination, rejection or disaffirmance of this Lease Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 6.06 were a separate and independent contract made by Lessor, Lessee and each Leasehold Mortgagee. The parties agree that fee title and the leasehold estate in the Leased Premises shall not merge, but shall always and in any event be kept separate and distinct, notwithstanding the union of said estates in Lessor, Lessee, Leasehold Mortgagees, or any other party, whether by purchase or otherwise. Lessor agrees that it will not modify or amend this Section 6.06 or any other provision of this Lease Agreement in any material respect, either orally or in writing, without the prior written consent of each Leasehold Mortgagee. The provisions of this Section 6.06 are for the benefit of each Leasehold Mortgagee and may be relied upon and shall be enforceable by each Leasehold Mortgagee as if each Leasehold Mortgagee were a party to this Lease Agreement. Lessor agrees to execute and deliver such documents, instruments and agreements as may be reasonably requested by Lessee or a Leasehold Mortgagee from time to time to evidence or confirm the provisions of this Section 6.06 including without limitation a "landlord consent", "collateral access agreement" or similar document in form and substance reasonably acceptable to a Leasehold Mortgagee, the terms of which shall include without limitation that Lessor (i) consents to such Leasehold Mortgage, (ii) waives any landlord's lien or other contractual or statutory lien and any rights of distress or distraint with respect to Lessee's property, or the property of its sublessees, successors or assigns, from time to time located on the Leased Premises, and (iii) with or without instituting any proceeding to foreclose its Leasehold Mortgage, Leasehold Mortgagee shall be permitted to enter the Leased Premises to take possession of, use, remove, sell (including auction sales), transfer or otherwise dispose of all or any part of the Leased Premises applicable to such Leasehold Mortgagee.

ARTICLE VII

USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

Section 7.01. Permitted Use of Leased Premises and Compliance with Laws, Etc.

Subject to the following provisions of this Section 7.01, Lessor and Lessee agree that Lessee shall use the Leased Premises as a manufacturing facility and for any activities and purposes incidental thereto or in furtherance thereof or for any lawful purpose approved by Lessor. Lessor agrees and confirms that Lessee's intended use of the Leased Premises for the manufacture, refinement or processing of steel and for any activities and purposes incidental thereto or in furtherance thereof is a permitted use. Lessee shall during the term promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or government authorities, now or hereafter applicable to the Leased Premises. Lessee shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in

abeyance during such contest without incidence of any liens on the Leased Premises, Lessee may postpone compliance until final determination of such contest, provided such contest shall be prosecuted with due diligence; and even though a lien against the Leased Premises may be incurred by reason of such non-compliance, Lessee may nevertheless delay compliance therewith during contests thereof, provided Lessee, if required, furnishes Lessor reasonably satisfactory security against any loss by reason of such lien and effectively prevents foreclosure thereof. Lessee shall during the term comply with the mandatory requirement, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease Agreement.

Section 7.02. Lessor's Covenant Not to Impose Burdensome Laws, Etc. Lessor covenants that, to the full extent permitted by law, it will not attempt to impose upon the use or occupancy of the Leased Premises by the Lessee any laws, ordinances, rules or regulations more burdensome or restrictive than those in effect upon the date of execution of this Lease Agreement.

Section 7.03. Lessor's Covenant Not to Condemn. The Lessor covenants that during the Lease Term it will not take or condemn any part of the Leased Premises or attempt to do so.

Section 7.04. Lessor to Grant Easements. The Lessor agrees that, when requested by the Lessee, it will take necessary steps to grant utility, road and other easements and rights of way over, along, across and under the Leased Premises. Instruments granting such easements and rights of way may be executed by the Mayor and City Clerk of the Lessor, who shall be entitled to rely upon and act in accordance with the written request of the Lessee signed by an authorized Lessee representative. Lessor shall not grant any utility, road and other easements and rights of way over, along, across and under the Leased Premises without the written consent of the Lessee.

ARTICLE VIII WORK PERFORMED BY LESSEE

Section 8.01. Obligations of Parties Concerning Work on Leased Premises and Obtaining Necessary Permits. Lessee shall not do or permit others under its control to do any work on the Leased Premises related to any repair, rebuilding, alteration of or addition to the improvements constituting part of the Leased Premises unless Lessee shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. Lessor shall join in the application for any such permit or authorization whenever required, but Lessee shall indemnify and hold Lessor harmless against and from all costs and expenses which may be thereby incurred by Lessor. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the reasonable requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of this Lease Agreement.

ARTICLE IX MECHANICS' LIENS

Section 9.01. Lessee to Keep Leased Premises Free of Construction Liens. If any lien shall be filed against the interest of Lessor or Lessee in the Leased Premises or asserted against any rents payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises at the request or with the permission of Lessee, or anyone claiming under Lessee, after receipt of notice of the filing thereof or the assertion thereof against such rents, Lessee shall cause the same to be discharged promptly of record, or effectively prevent the enforcement or foreclosure thereof against the Leased Premises or such rents, by contest, payment, deposit, bond, insurance, order of Court or otherwise, the actual method being within Lessee's discretion. Nothing contained in this Lease Agreement shall be construed as constituting the express or implied consent to or permission of Lessor for the performance of any labor or services or the furnishing of any materials that would give rise to any such lien against Lessor's interest in the Leased Premises.

ARTICLE X INDEMNIFICATION OF LESSOR

Section 10.01. Indemnification of Lessor. Commencing with the completion of the Project or when the Lessee takes possession if prior to the completion, Lessee shall and agrees to indemnify and save Lessor and the Trustee and to hold them harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Leased Premises during the term, and against and from all claims arising during the term from (a) any condition of the Leased Premises, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Lease Agreement, (c) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees, or (d) any act or negligence of any assignee or sublessee of Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Lessee. Upon Lessor and/or Trustee tendering the defense of such claim to Lessee, Lessee shall indemnify and save Lessor and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from any of them, Lessee shall defend them or either of them in any such action or proceeding. Provided, however, Lessee has no obligation related to and shall not indemnify or hold harmless the Lessor or Trustee for any claims resulting from the negligence or willful misconduct of either the Lessor or Trustee.

ARTICLE XI RESERVED

ARTICLE XII PUBLIC UTILITIES AND CHARGES

Section 12.01. Lessee to Pay Public Utility Charges. Lessee agrees to pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to or for the Lessee upon or in connection with the Leased

Premises throughout the term of this Lease Agreement, and to indemnify Lessor and save it harmless against any liability or damage on such account.

ARTICLE XIII INSPECTION OF LEASED PREMISES BY LESSOR

Section 13.01. Lessor to Have Right of Inspection Subject to Certain Restrictions. Lessee shall permit Lessor, by its authorized representative, to enter the Leased Premises at all reasonable times and on reasonable prior written notice during usual business hours for the purpose of inspection to determine Lessee's compliance with the terms hereof. In making such inspections, the Lessor will observe the Lessee's prevailing security and safety arrangements and protocols. Nothing contained herein shall be construed to entitle the Lessor to any information or inspection involving the confidential know-how or other proprietary information of the Lessee.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.01. Lessee to Restore in Event of Damage or Destruction; Application of Insurance Moneys.

A. Lessee covenants and agrees that in the event of damage to or destruction of a substantial portion of the Leased Premises by fire or other casualty, the Lessee shall notify the Lessor within a commercially reasonable period of time. In repairing any such damage, the Lessee may make such repairs in such manner and to such extent as it deems appropriate for its purposes and shall not be liable for the restoration of the Leased Premises to the condition existing prior to such casualty. Any item of machinery and equipment acquired as a replacement hereunder, or any item acquired, in whole or in part, out of insurance proceeds under this Article XIV, whether or not a replacement of or substitute for any item of damaged or destroyed machinery and equipment, if the insurance proceeds with which such item of machinery and equipment was purchased, in whole or in part, were derived from insurance on property which was part of the Project machinery and equipment, owned by Lessor, shall be and become the property of Lessor and shall be part of the Project machinery and equipment and subject to this Lease Agreement. Such restoration, repairs, replacements or rebuilding, if any, shall be commenced promptly and prosecuted with reasonable diligence.

B. The Lessor shall have no responsibility as to the application by the Lessee of any insurance proceeds.

If the insurance money shall be insufficient to pay all costs of the restoration undertaken by the Lessee, the Lessee shall pay the deficiency and proceed to complete the restoration and pay the cost thereof. Any balance of the insurance proceeds remaining over and above the cost of the restoration shall be retained by the Lessee.

Section 14.02. No Diminution in Lessee's Obligation to Pay Basic Rent and Perform Other Covenants. Lessee's obligation to make payment of the Basic Rent and all other covenants on the part of Lessee to be performed shall not be affected by any such destruction or damage, and Lessee hereby waives the provisions of any statute or law now or

hereafter in effect contrary to such obligation of Lessee as herein set forth, or which releases Lessee therefrom.

Section 14.03. Lessee Not Obligated to Restore if Purchase Option Exercised or All Outstanding Bonds Paid. Notwithstanding the provisions of the foregoing sections of this Article XIV, Lessee shall not be required to repair, restore, replace or rebuild the Leased Premises, or any part thereof, (a) if Lessee, pursuant to the provisions of Article XX, shall elect to purchase the Leased Premises and shall proceed to pay the specified purchase price or (b) if the full amount necessary under the provisions of the Trust Indenture to pay or redeem all outstanding Bonds shall have been paid and Lessee has not elected to purchase the Leased Premises or (c) if the value of the Project without restoration is at least equal to the outstanding principal amount of the Bonds. If Lessee shall so elect to purchase, the proceeds of all insurance may be used as part of the purchase price and upon the request of Lessee shall be so applied. If there be any excess insurance proceeds over and above the amount necessary to pay the purchase price, such excess shall be paid to and shall belong to the Lessee. If Lessee shall have paid the full amount necessary to pay or redeem all outstanding Bonds, any insurance proceeds shall be paid to and shall belong to Lessee.

ARTICLE XV CONDEMNATION

Section 15.01. Rights of Parties in Event of Condemnation; Bonds Protected in Any Event.

A. If during the term of this Lease Agreement title to all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, the net amount awarded as damages or paid as a result of such taking (being the gross award less attorneys' fees and other expenses and costs incurred in the condemnation proceedings, hereinafter referred to as the "net award") shall be used on the next redemption date to pay in accordance with the provisions of the Trust Indenture, the entire principal, premium, if any, and interest on all Bonds outstanding under the Trust Indenture. If the net award together with the amount then in the Bond Fund, shall be insufficient to pay in full, on the next redemption date, the amount necessary to pay all principal, premium, if any, interest, and all other costs of redemption, on all Bonds outstanding under the Trust Indenture (all of which, for purposes of this Section, shall be called "total bond redemption expense"), Lessee agrees to pay, promptly upon payment of the net award, as Additional Rent hereunder, the amount by which the total bond redemption expense shall exceed the net award plus the amount then on deposit in the Bond Fund and available for payment and redemption of the Bonds outstanding under the Trust Indenture. For purposes of this Article and of Article XX, "title to all or substantially all of the Leased Premises shall be taken or condemned" shall be deemed to mean a taking of all of the Leased Premises or a taking of such substantial portion of the Leased Premises that the Lessee, as determined by the Lessee in its sole discretion, cannot reasonably operate the remainder in substantially the same manner as before. In the event the net award, together with any available amount in the Bond Fund, shall be in excess of the amount necessary to pay the total bond redemption expense, such excess shall belong to and be paid to the Lessee.

B. If less than substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, neither the term nor any of the obligations of either party under this Lease Agreement shall be affected or reduced in any way, and

- (i) Lessee shall proceed to repair, rebuild and replace the remaining part of the Leased Premises as nearly as possible to the condition existing prior to such taking, to the extent that the same may be feasible, subject to the right on the part of the Lessee to make alterations which, in the reasonable judgment of Lessee (and in accordance with Article VI hereof), will improve the efficiency of the Leased Premises for the purposes of their intended use under this Lease Agreement; and
- (ii) The net award shall be paid to the Lessor and by it to the Lessee, and the Lessor hereby assigns the same to the Lessee for the use of the Lessee in repairing, rebuilding and replacing as provided in (i) above. The net award shall be transferred to the Lessee in the same manner as is provided in Section 14.01 with respect to insurance proceeds, provided that the words “insurance proceeds” there referred to shall for purposes of this subparagraph (ii) refer to “net award.” If the net award is in excess of the amount necessary to repair, rebuild and replace as specified in (i) above, such excess shall be deposited in the Bond Fund or if there are no Bonds outstanding under the Trust Indenture the excess shall belong to and shall be paid to the Lessee. If the net award is less than the amount necessary for the Lessee to repair, rebuild and replace as set forth in (i) above, the Lessee shall nevertheless complete the repair, rebuilding and replacement work and pay the cost thereof to the extent not covered by the net award.

C. In the event of a taking under either A or B above, the Lessee shall have the right to participate in and to submit proof in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation; provided, however, nothing in this subsection C shall be construed to diminish or impair in any way Lessee’s obligation under subsection A of this Section 15.01 to pay as Additional Rent the amount of any insufficiency of the net award and the funds in the Bond Fund to pay the total bond redemption expense as therein defined.

D. If the temporary use of the whole or any part of the Leased Premises shall be taken by right of eminent domain, this Lease Agreement shall not be thereby terminated and the parties shall continue to be obligated under all of its terms and provisions and Lessee shall be entitled to receive the entire amount of the award made for such taking, whether by way of damages, rent or otherwise.

Section 15.02. Lessee Obligated to Continue Basic and Additional Rental Payments Until Condemnation Award Available. In the event of a taking of all or substantially all of the Leased Premises as provided in Section 15.01A, the Lessee agrees to continue to make payment of the Basic Rent and the Additional Rent until the condemnation award shall be actually received by the Lessor.

Section 15.03. Lessee's Right to Exercise Purchase Option Continues in Force Notwithstanding Condemnation Proceedings. Notwithstanding the fact that all or any part of the Leased Premises shall be taken by right of eminent domain, Lessee shall have the right to exercise the Purchase Option granted to it by the provisions of Article XX hereof and the foregoing provisions of this Article shall be construed in the light of the effect of the Purchase Option so exercised by Lessee. In the event of the exercise of the Purchase Option under Article XX and payment of the required purchase price, whether before or after such taking, the net award shall belong to Lessee.

Section 15.04. Right of Lessee to Participate in Condemnation Proceedings. Lessee shall have the sole right, proceeding in the name of the Lessor, to handle the defense of any condemnation proceeding pertaining to or affecting the Leased Premises or to handle the prosecution of any proceeding in connection with a condemnation, pertaining to or affecting the Leased Premises, and shall have the sole right, proceeding in the name of the Lessor, to negotiate any settlement or compensation for a taking pertaining to or affecting the Leased Premises and the Lessor agrees that it will cooperate with the Lessee in such manner as the Lessee requests with the end in view of obtaining the maximum possible amount justifiable as damages for the taking. The Lessee shall have the right, proceeding in its own name, to participate in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation.

ARTICLE XVI ASSIGNMENT

Section 16.01. Assignment and Subletting Permitted But Lessee Not Relieved of Obligations; Assignment to Trustee Permitted.

A. Lessee may assign this Lease Agreement or sublet the Leased Premises or parts thereof provided that no such assignment or subletting and no dealings or transactions between the Lessor and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease Agreement and Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance pro tanto by Lessee; provided, however, that Lessee may assign this Lease Agreement, and be thereby relieved of further obligation hereunder, in connection with a transaction involving merger, consolidation or sale as permitted under Section 23.07 provided the requirements thereof are met. The Lessee shall give sixty (60) days prior notice of such assignment or subletting to the Lessor. Lessee may sell or assign its interest in this Lease Agreement and be relieved of its obligations under this Lease in situations other than those described in Section 23.07, but only with the written consent of Lessor.

B. The Lessor shall not assign, encumber, sell or dispose of all or any part of its rights, title and interest in and to the Leased Premises and this Lease Agreement, except to the Lessee or a creditor of Lessee to which Lessee has granted a security interest in either the Leased Premises or the Lease Agreement in accordance with the provisions of this Lease Agreement, but subject to the provisions of Article XVII hereof, without the prior written consent of the Lessee. Lessor may assign its interests in the Lease Agreement to the Trustee.

C. Anything in this Section 16.01 to the contrary notwithstanding, Lessee may sublease without Lessor's consent up to fifty percent (50%) of the Leased Premises, with such percentage based on value, in one or more subleases, in each case following written notice to the Lessor or otherwise in compliance with Section 6.05 hereof.

ARTICLE XVII PRIORITY OF LEASE

Section 17.01. Lease Agreement Superior and Prior. This Lease Agreement (and any amendment or supplement hereto executed in accordance with and pursuant to the provisions of this Lease Agreement) and the estate of Lessee hereunder are and shall continue to be superior and prior to the Trust Indenture (and all supplements thereto).

Section 17.02. Subordination in Bankruptcy. If the Lease Agreement is at any time determined to be a secured financing by a court of competent jurisdiction, then Lessee and Lessor, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the Lessor securing the obligations of Lessee under the Lease Agreement, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor of a lender, if any, under a document granting to such lender a prior lien on the Leased Premises (i) anything to the contrary contained in any agreement or filing to which Lessee may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between Lessee and any lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of a lender are otherwise subordinated, voided, avoided, invalidated or lapsed.

ARTICLE XVIII REMEDIES ARE CUMULATIVE - NO IMPLIED WAIVER

Section 18.01. Specific Relief; Remedies are Cumulative, No Implied Waiver. Lessor and Lessee shall each be entitled to specific performance, and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Lease Agreement are cumulative and are not exclusive of any other remedy.

The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rents with knowledge of any default shall be deemed a waiver of such default.

ARTICLE XIX DEFAULT PROVISIONS

Section 19.01. Events of Default. (a) The following shall be “events of default” under this Lease Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

A. Failure by the Lessee to pay the rents or any part thereof when due so as to prevent timely payment on the Bonds.

B. Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection A of this Section, (i) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor unless the Lessor shall agree in writing to an extension of such time prior to its expiration or (ii) for such longer period as may be reasonably necessary to remedy such default provided that the Lessee is proceeding with reasonable diligence, to remedy the same.

C. The dissolution of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under similar act which may hereafter be enacted. The term “dissolution or liquidation of the Lessee,” as used in this subsection, shall not be construed to include the cessation of the corporate or limited liability company existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or other entity or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in this Lease Agreement.

(b) In the event that Lessee has granted a leasehold mortgage to any third party, the leasehold mortgagee shall have the right to cure any of the above-referenced defaults. Lessor shall provide timely written notice of all defaults to all leasehold mortgagees at the addresses provided by such leasehold mortgagees to Lessor. Such notices shall state the term of the cure period which shall not be less than the greater of ten (10) business days or the cure period granted to Lessee hereunder or otherwise.

Section 19.02. Remedies. Whenever any event of default shall happen and then be continuing, the Lessor may take any of the following remedial steps:

A. The Lessor may, at its option, declare all installments of rent payable for the remainder of the term to be immediately due and payable, whereupon the same shall become immediately due.

B. The Lessor may re-enter and take possession of the Leased Premises without terminating this Lease Agreement, and sublease the Leased Premises on commercially reasonable terms for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the Lessee hereunder.

C. The Lessor may terminate the term, exclude the Lessee from possession of the Leased Premises and use its best efforts to lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of any such leasing.

D. The Lessor shall have access to inspect, examine and make copies of the books and records relating to the Leased Premises.

E. The Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Trust Indenture.

Notwithstanding the above, before exercising any remedy granted therein, Lessor shall by written notice, grant Lessee the option to cure any default for a period of thirty (30) days, and Lessor agrees that it shall contemporaneously provide a copy of any such notice and the opportunity to cure a default to all leasehold mortgagees.

Section 19.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 19.04. Rental, Damages and Reletting Handled as Provided in Lease and Agreement and Indentures. The foregoing provisions of this Article relating to the receipt of moneys by Lessor as the result of an acceleration, upon a reletting or otherwise are each to be construed as providing that all such payments by Lessee or others shall be handled as provided in this Lease Agreement and in the Trust Indenture.

ARTICLE XX PURCHASE OPTION

Section 20.01. Purchase Option. The Lessee shall have the right and option to purchase all or any part of the Leased Premises at any time (the “Purchase Option”). Contemporaneous with the execution of this Lease Agreement, Lessee and Lessor shall execute the Option Agreement attached hereto and incorporated herein as Exhibit C. Lessee and Lessor agree and acknowledge that the consideration for the Purchase Option includes, not only the stated consideration within the Option Agreement, but also the mutual benefits and covenants of this Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project’s construction and operation by the Lessee.

ARTICLE XXI

NOTICES

Section 21.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as set forth herein. The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

If intended for Lessee: [[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] OR A DIFFERENT AFFILIATE OF HYBAR LLC]

Attention:

With a copy to: [[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] OR A DIFFERENT AFFILIATE OF HYBAR LLC]

Attention:

If intended for Issuer: CITY OF OSCEOLA, ARKANSAS
303 West Hale Avenue
Osceola, Arkansas 72370
Attention: Mayor

With a copy to: City Attorney
303 West Hale Avenue
Osceola, Arkansas 72370

Any party may change the address and the name of addressee to which subsequent notices are to be sent by notice to the other parties given as aforesaid.

ARTICLE XXII RECORDING

Section 22.01. Recording. A Memorandum of this Lease Agreement and every assignment and modification thereof shall be recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Mississippi County, Arkansas, Osceola District, upon the request of Lessee or Lessor.

ARTICLE XXIII GENERAL

Section 23.01. Arkansas Law Applicable. This Lease Agreement shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation. All factual representations set forth in the whereas clauses of this Lease Agreement shall be construed as express representations and covenants on the part of the party to which each such recital is applicable to the same extent as though set forth as an express representation and covenant by that party.

Section 23.02. Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease Agreement and the application of its provisions to persons or circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 23.03. Captions for Reference Only. The Article captions in this Lease Agreement are for convenience and reference only and shall in no way define, limit or describe the scope or intent of this Lease Agreement or any part thereof, or in any wise affect this Lease Agreement and shall not be considered in any construction thereof.

Section 23.04. Provisions Binding on Successors. The provisions of this Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and sub-lessees (it being understood that assignments and subleasing are governed by the provisions of Article XVI hereof).

Section 23.05. Consent Required for Modification. It is agreed that the Lessor and the Lessee shall not alter, modify or amend any of the terms of this Lease Agreement except by mutual written agreement with the consent of the Trustee as required by the Indenture.

Section 23.06. Reasonable Consent. In each instance in this Lease Agreement where the consent or approval of Lessor is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 23.07. Consolidation, Merger or Sale Permitted In Certain Circumstances. Notwithstanding any other provision of this Lease Agreement to the contrary, the Lessee will maintain its existence as a [corporation][limited liability company] and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or other entity or permit one or more other corporations or other entities to consolidate with, convert into, or merge into it; provided, however, the Lessee may consolidate with or merge into another domestic corporation or other entity (that is a corporation or other entity organized and existing under the laws of one of the states of the United States of America), or permit one or more other corporations or other entities to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation or other entity all or substantially all of its assets as an entirety and thereafter dissolve on the condition that such surviving, resulting or transferee corporation or other entity shall expressly assume in writing all of the obligations of the Lessee contained in this Lease Agreement and that the net tangible assets of the other corporation or other entity after the consolidation, merger or sale be at least equal to the net tangible assets of Lessee immediately prior to such consolidation, merger or sale and qualifies to do business in the State. In the event of such consolidation, conversion, merger or sale, as permitted by this Section, and the assumption by the surviving, resulting or transferee corporation or other entity of the obligations hereof, the Lessee shall be relieved of all further obligations hereunder. As used herein, “net tangible assets” means all assets of the corporation or other entity (except there shall not be included goodwill) less all liabilities. Thirty (30) days, or such shorter period of time as is acceptable to Lessor, prior to any such consolidation, conversion, merger or sale, the Lessee shall give notice thereof to Lessor.

ARTICLE XXIV REMOVAL AND DISPOSAL OF PROPERTY

Section 24.01. Lessee’s Rights and Obligations Concerning Removal and Disposal of Building Service Equipment. The Lessee may, provided Lessee is not in default in the payment of Basic Rent or Additional Rent as required by the provisions of this Lease Agreement and has not received notice of any other default on its part hereunder, remove, free of any right or claim of Lessor, any building service equipment or other improvements (hereinafter defined), subject however, in all cases to the following:

- A. Except as provided in Section 24.02, building service equipment or other improvements may be so removed upon the substitution thereof, then or theretofore, by Lessee of other building service equipment or other improvements of a utility or value at least equal to that, at the time of removal, of the building service equipment removed;
- B. Lessee shall pay all the costs and expenses of any such removal.

The term “building service equipment” is intended to refer to such things as are affixed to or incorporated in a building for its operation, such as boilers, pumps, tanks, sprinklers, lighting

equipment and wiring, heating, plumbing and ventilating equipment, elevators, escalators, refrigerating, air conditioning and air cooling equipment, and items similar in general to any of the foregoing.

Section 24.02. Lessee's Rights and Obligations Concerning Removal and Disposal of Project Machinery and Equipment. The Lessor and the Lessee recognize that after the Project machinery and equipment is installed portions thereof may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. The Lessor shall not be under any obligation to renew, repair or replace any such inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary items of Project machinery and equipment. In any instance where the Lessee in its sound discretion determines that any items of Project machinery and equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises,

A. The Lessee may remove such items of Project machinery and equipment from the Leased Premises, and (on behalf of the Lessor) sell, trade-in, exchange or otherwise dispose of them without any responsibility or accountability to the Lessor therefor, provided that the Lessee substitute (either by direct payment of the cost thereof or by advance to the Lessor of the funds necessary there for, as hereinafter provided) and install anywhere in the Leased Premises other machinery or equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises and provided further that such removal and substitution shall not impair the operating unit of the Leased Premises, and all such substituted machinery or equipment shall be the sole property of the Lessor, shall be and become a part of the Project machinery and equipment subject to this Lease Agreement and shall be held by the Lessee on the same terms and conditions as items originally comprising Project machinery and equipment; or

B. The Lessee may remove such items of Project machinery and equipment from the Leased Premises and sell, trade-in or exchange them on behalf of the Lessor, either to itself or to another, or scrap them (in whole or in part), without being required to substitute and install in the Leased Premises other items of machinery or equipment in lieu thereof.

To the extent necessary to comply with the Trust Indenture and/or the PILOT Agreement, the Lessee will promptly report such removals, substitutions, sales and other dispositions of items of Project machinery and equipment to the Lessor and will execute and deliver to the Lessor such documents as may from time to time be requested to confirm the title of the Lessor (subject to this Lease Agreement) to any items of machinery and equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will pay any costs (including counsel fees) incurred in subjecting to the lien of the Trust Indenture any items of machinery or equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will not remove or permit the removal of any of Project machinery and equipment from the Leased Premises except in accordance with the provisions of this Section.

**ARTICLE XXV
RESERVED**

**ARTICLE XXVI
REPRESENTATIONS AND WARRANTIES**

Section 26.01. Representations and Warranties of the Lessor. The Lessor represents and warrants as follows:

A. The Lessor is a body corporate and politic, and is authorized pursuant to the provisions of the Act to enter into the transactions contemplated by this Lease Agreement.

B. The Lessor has full power and authority to enter into the transactions contemplated by this Lease Agreement and the Trust Indenture and to carry out its obligations hereunder and thereunder.

C. The Lessor is not in default under any provisions of the laws of the State material to the performance of its obligations under this Lease Agreement.

D. The Lessor is authorized by the Act to execute and deliver this Lease Agreement and the Trust Indenture and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Lessor, this Lease Agreement and the Indenture are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, (ii) general principles of equity, and (iii) the exercise of judicial discretion in appropriate cases.

E. The loan of the proceeds of the Bonds for the financing or refinancing of the acquisition, construction, and equipping of the Project by the Lessee, as provided by this Lease Agreement, will further the purposes of the Act.

Section 26.02. General Representations and Warranties of the Lessee. The Lessee represents and warrants as follows:

A. The Lessee is duly organized and existing under the laws of the State of _____ and has full power to enter into this Lease Agreement.

B. The making and performance of this Lease Agreement has been duly authorized by all necessary actions and does not contravene any law, regulation or decree or any contractual restriction binding on the Lessee.

C. Except for any Future Leases permitted by Section 6.05, the Lessee is or will be the only Lessee of the Project. Except for the Permitted Encumbrances, the Project is free and clear of all mortgages, liens, charges and encumbrances, which constitute a lien or charge against its property, real or personal, tangible or intangible

(except for such liens, if any, as will be waived or discharged at the time of the execution of this Lease Agreement).

D. The making and performance of this Lease Agreement, and each and every other document required to be delivered, has received or will receive in due course all necessary governmental approvals, and does not contravene any law, regulation or decree or any contractual restriction (other than those which shall be waived or discharged at the time of the execution of this Lease Agreement) binding on or affecting the Lessee.

E. This Lease Agreement, any other security documents and each and every other document required to be delivered under Article II hereof, when duly executed and delivered for value, will be legal and binding obligations of the Lessee, enforceable in accordance with their respective terms.

F. Except as otherwise disclosed by Lessee or its affiliates, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operations of the Lessee.

G. The Lessee is not in default under any material provision of any lease or rental agreement in such a manner that may materially adversely affect the financial condition or operations of the Lessee.

H. The Lessee is not in default under the terms of any material instrument or undertaking with respect to its obligations to repay any borrowed money.

I. The Lessee is not aware of any claim, or purported claim, of any laborer, materialman, contractor or other person who might assert a lien against the Property by reason of the construction or other improvement in such a manner that may materially adversely affect the financial condition or operations of the Lessee.

J. Estimated project costs have been determined in accordance with sound engineering and accounting principles, and the Lessee estimates that all of the proceeds of the Bonds (exclusive of accrued interest, if any, paid by the original purchasers thereof) will be expended to pay or reimburse such Project costs.

K. All financial information, data, representations, exhibits, terms and conditions required or submitted to the Lessor, if any, are true, accurate and complete in all material respects on the date of delivery by the Lessee.

All of the above representations and warranties shall survive the execution of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF OSCEOLA, ARKANSAS, Lessor

By: _____
Joe Harris, Jr., Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

Signature page to Lease Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC], Lessee
a _____ [corporation][limited liability company]

By: _____
Name: _____
Title: _____

Signature page to Lease Agreement

STATE OF ARKANSAS)
) ss: **ACKNOWLEDGMENT**
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **JOE HARRIS, JR.** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC]**, a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A

Fee and leasehold interests in real estate, buildings, machinery, equipment, furnishings, other personal property, and fixtures financed with proceeds of the [not to exceed \$800,000,000 in the aggregate] City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project) Series 20__ (the “Bonds”), located on the Real Property (described on Exhibit B), including, but not limited to:

All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property relating to the manufacture, refinement or processing of steel, and all related or ancillary improvements and equipment.

EXHIBIT B

Legal Description

The Land is located in Mississippi County, Arkansas and described as follows:

[To be inserted]

EXHIBIT C
Option Agreement
(See Attached)

OPTION AGREEMENT

This OPTION AGREEMENT (the "Option Agreement") is entered into and effective on the ____ day of _____, 20__, by and between the **CITY OF OSCEOLA, ARKANSAS** ("Grantor") and **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC]** or a **different affiliate of Hybar LLC**, a _____ [corporation][limited liability company] ("Grantee").

WHEREAS, Grantor, as Lessor, and Grantee, as Lessee, have entered into a Lease Agreement (the "**Lease Agreement**") dated as of _____, 20__ relating to the Leased Premises (as defined in the Lease Agreement), and

WHEREAS, pursuant to the Lease Agreement, Grantor has given Grantee the right and option to purchase all or part of the Leased Premises at any time.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee, and in consideration of the mutual benefits and covenants herein contained, Grantor and Grantee agree as follows:

1. Definitions. In addition to the words and terms otherwise defined in this Option Agreement, capitalized words and terms shall have the definition given to them in the Lease Agreement.

2. Grantee Option. (a) The Grantee shall have the right and option to purchase all or part of the Leased Premises at any time if:

- (i) The Leased Premises shall sustain major damage or destruction; or
- (ii) Title to all or substantially all of the Leased Premises shall be condemned, by any competent authority other than the Grantor, as provided in Article XV of the Lease Agreement; or
- (iii) As a result of changes in the Constitution of the United States or of the State, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after Grantee's contest thereof in good faith, or change in Grantor's legal organization or status, the Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or
- (iv) There is legal curtailment of Grantee's use and occupancy of all or substantially all of the Leased Premises for any reason other than condemnation referred to in subsection (ii); or
- (v) Grantee determines to do so in its sole and absolute discretion; or

- (vi) Grantee is directed or requested to do so by any lienholder to which the Leased Premises was pledged as security prior to the commencement of the Lease Agreement.

If the Lease Agreement is terminated as a result of a default pursuant to Article XIX therein or otherwise, Grantee shall have the right and option to purchase the Leased Premises at any time during the period ending ninety (90) days after the effective date of such termination, in which event the Purchase Price payable shall include all expenses and reasonable attorney's fees of Grantor in connection with such termination, in addition to the amounts described Section 4.

The term "major damage or destruction" as used in subsection (i) is defined to mean any damage or injury to or destruction of the Leased Premises or any part thereof (whether or not resulting from an insured peril) such that the Leased Premises cannot reasonably be restored to its condition immediately preceding such damage, injury or destruction within a period of six (6) months, or which would prevent Grantee from carrying on its operations therein for a period of at least six (6) months or the restoration cost of which would exceed the total amount of insurance carried on the Leased Premises in accordance with the provisions of Article V of the Lease Agreement, or such that it would not be economically feasible for the Grantee to repair the Leased Premises, as determined by the Grantee in its sole discretion.

(b) **Exercise of Purchase Option.** The Purchase Option may be exercised by Grantee with respect to all of the Leased Premises by giving written notice to Escrow Agent (hereinafter defined), with a copy to Grantor, of the exercise thereof specifying the time and place of closing. At the closing, Escrow Agent shall deliver the Conveyance Documents (hereinafter defined) to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Grantor and Grantee agree and acknowledge that the Conveyance Documents shall transfer title to the Leased Premises free and clear of all liens and encumbrances except those identified as Permitted Encumbrances under the Lease Agreement or resulting from any failure of Grantee to perform any of its obligations under the Lease Agreement; provided, however, that if the Purchase Option is exercised under the provisions of Section 2(a)(ii) above, such title may be subject to the rights, titles and interests of any party having taken or who is attempting to take title to or use of all or substantially all or part of the Leased Premises by eminent domain.

3. Obligation to Purchase. At any time following or contemporaneous with the redemption of the Bonds in full, if the purchase option under the provisions of Section 2 has not been exercised, Grantee shall have the further unconditional right and obligation to purchase the Leased Premises for the Purchase Price (defined below).

4. Purchase Price. If the Grantee exercises Grantee's option to purchase the Leased Premises under the provisions of the Option Agreement:

- (i) if no Bonds shall be outstanding under the Trust Indenture at the time of purchase, the purchase price of the Leased Premises (the "Purchase Price") shall be One

Hundred Dollars (\$100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased; and

- (ii) if Bonds are outstanding under the Trust Indenture at the time of the purchase, the purchase price of the Leased Premises shall be One Hundred Dollars (\$100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased, and in addition, if the entirety of the Leased Premises is being purchased, either (x) contemporaneous with or prior to the date determined in Section 2(b), the full amount necessary under the provisions of the Trust Indenture to pay or redeem (on the first date thereafter on which all outstanding Bonds may be paid and redeemed after giving the necessary notice) all Bonds outstanding under the Trust Indenture (including, without limitation, principal, interest, and expenses of redemption), but after deduction of any amount then in the Bond Fund and available for such payment and redemption shall have been paid or otherwise satisfied pursuant to the terms of the Trust Indenture or (y) the Grantee shall assume all obligations with respect to repayment of the Bonds.

5. Prepayment of Purchase Price; Consideration. Contemporaneous with the execution of this Option Agreement, Grantee has paid One Hundred Dollars (\$100) to Grantor, and Grantor acknowledges receipt of such amount contemporaneous with the execution of the Option Agreement. Grantee and Grantor agree and acknowledge that the consideration for the Purchase Option and the Purchase Price for the Leased Premises includes the mutual benefits and covenants of the Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project's construction and operation by the Grantee.

6. Expiration of Lease Agreement. Upon expiration of the Lease Agreement pursuant to its terms, Grantee shall have been deemed to have exercised its Purchase Option, and Escrow Agent shall deliver the Conveyance Documents to the Grantee.

7. Leasehold Mortgages. Pursuant to Section 6.05 of the Lease Agreement, Grantor consented to the Grantee granting one or more leasehold mortgages on the Leased Premises. Grantor acknowledges and agrees that such leasehold mortgages will result in an assignment of the Purchase Option to any leasehold mortgagees, and upon succession to the rights of the Grantee hereunder, such leasehold mortgagees may exercise the Purchase Option granted hereunder in compliance with the terms of the Lease Agreement and this Option Agreement.

8. Escrow of Transfer Documents. Contemporaneous with the execution of this Option Agreement, Grantor shall deliver into escrow a quitclaim deed, bills of sale and other appropriate conveyance instruments transferring title to the Leased Premises in a form consistent with Section 2(b) (collectively, the "**Conveyance Documents**"). The "**Escrow Agent**" shall be the Trustee for the Bonds or any successor trustee appointed pursuant to the Trust Indenture. The Escrow Agent shall hold the Conveyance Documents in escrow until (i) the Purchase Option for the entirety of the Leased Premises is exercised by the Grantee and notice of the same is provided pursuant to Section 2(b), (ii) the Bonds are fully redeemed, or (iii) receipt of written notice from the Grantee that the term of the Lease Agreement has expired pursuant to its terms.

Upon receipt of the notice specified in Section 2(b), redemption in full of the Bonds, or expiration of the term of the Lease Agreement, the Escrow Agent is authorized to release the Conveyance Documents to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Notwithstanding the escrow of the Conveyance Documents for all or part of the Leased Premises, upon exercise of the Purchase Option, Grantor shall execute and deliver new Conveyance Documents to Grantee at Grantee's request. It is agreed by Grantee and Grantor that the Escrow Agent shall be liable as a depository only and shall be and is hereby discharged from any and all liability for any act or omission done in good faith. The Escrow Agent may rely upon any paper, document or other writing reasonably believed to be authentic. The Escrow Agent shall not be required to construe this Option Agreement or any other instrument deposited herewith.

9. Notices. All notices, requests, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid, first-class, certified or express mail, return receipt requested, postage prepaid, to the addresses specified in the Lease Agreement or the Trust Indenture, as applicable.

10. No Recordation. This Option Agreement shall not be recorded. Grantor and Grantee shall sign and record a Memorandum of Lease, Option and PILOT Agreement as well as every assignment and modification of either the Lease Agreement or the Option Agreement in the office of the Circuit Clerk and Ex-Officio Recorder of Mississippi County, Arkansas.

11. General. Time is of the essence with respect to this Option Agreement. This option to purchase shall be governed by and construed under Arkansas law and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF OSCEOLA, ARKANSAS

By: _____
Joe Harris, Jr., Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC

By: _____
Name: _____
Title: _____

Acknowledged by Escrow Agent:

[TBD]

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **JOE HARRIS, JR.** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 20__.

Notary Public

My commission expires:

(S E A L)

STATE OF _____)
) ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC**, a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different
affiliate of Hybar LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamslaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$800,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ (the "Bonds")¹

Ladies and Gentlemen:

The City of Osceola, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project") related to the operations of Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC or a different affiliate of Hybar LLC (the "Company"). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the "Lease Agreement") for a period of 30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

¹ Rather than entering into a single PILOT Agreement for \$800,000,000, the City may enter into separate PILOT Agreements with the identified entities. Other than then the counterparty and the not to exceed amount, the PILOT Agreements will be identical and will not exceed \$800,000,000 in the aggregate.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Mississippi County, the City, the Osceola School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.* Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the land, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.*, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a

change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Mississippi County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Mississippi County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Mississippi County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the
Company and the City.

Very truly yours,

**[HYBAR LLC][GREEN & CLEAN
HOLDINGS LLC][GREEN & CLEAN
POWER LLC][GREEN & CLEAN
TERMINALS LLC] or a different affiliate
of Hybar LLC**

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

[S E A L]

TRUST INDENTURE

between

CITY OF OSCEOLA, ARKANSAS

as Issuer

and

[TBD]

as Trustee

for

\$800,000,000

City of Osceola, Arkansas

Taxable Industrial Development Revenue Bonds

**([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power
LLC][Green & Clean Terminals LLC] Project)**

Series 20__

Dated: _____, 20__

MITCHELL | WILLI

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.

425 WEST CAPITOL AVENUE, SUITE 1800

LITTLE ROCK, ARKANSAS 72201

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TRUST INDENTURE

THIS TRUST INDENTURE (the “**Indenture**”) executed and effective as of the ____ day of _____, 20__ by and between the **CITY OF OSCEOLA, ARKANSAS**, a city of the first class and a political subdivision of the State of Arkansas (the “**Issuer**”), duly existing under the laws of the State of Arkansas, as party of the first part, and [TBD], an _____ state banking corporation with a corporate trust office in _____, Arkansas (the “**Trustee**”), as party of the second part;

RECITALS:

A. The Issuer is authorized by the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 et seq. and Ark. Code Ann. §§ 14-164-701 et seq., each as amended from time to time (collectively, the “**Act**”) to issue the bonds herein authorized for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act; and

B. Pursuant to and in accordance with the Act, the Issuer proposes to issue its industrial development revenue bonds under the Act and to loan the proceeds thereof to [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC], a _____ [corporation][limited liability company] (the “**Company**” or the “**Borrower**”), for the purposes of financing the costs of acquiring, constructing, and equipping certain industrial facilities located within and near the corporate boundaries of the City of Osceola, Arkansas, such loan to be upon the terms and conditions set forth in the Lease Agreements dated as of _____, 20__, by and between the Issuer and [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] (collectively, the “**Lease Agreements**”); and

C. A portion of the permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer issuing its Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ under the provisions of the Act in an aggregate principal amount not to exceed Eight Hundred Million and No/100 Dollars (\$800,000,000.00) (the “**Bonds**”); and

D. The Bonds are to be sold in multiple series and issued in the principal amount, dated, bearing interest, maturing and subject to redemption as hereinafter in this Indenture set forth in detail; and

E. The execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by Ordinance _____ of the City Council of the Issuer, adopted and approved on the 20th day of March, 2023; and

F. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of revenues to the payment of the

principal of and interest on the Bonds, in accordance with the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS
INDENTURE

WITNESSETH:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and the sum of One Dollar (\$1.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

I.

All rights of the Issuer under the terms of the Lease Agreements between the Issuer and the Borrower (except the rights of the Issuer to indemnification and the payment of certain fees) and all Revenues (as herein defined) and the proceeds thereof;

II.

All the rights and interest of the Issuer in and to the Bond Fund and the Loan Fund (as hereinafter defined) and all moneys and investments therein, but subject to the provisions of this Indenture pertaining thereto, including the making of disbursements therefrom.

III.

Any other property hereinafter pledged to or coming into the possession of the Trustee.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all owners of the Bonds issued under and secured by this Indenture with the privileges, priority or distinction as to lien of the Bonds as provided in the Bond form for the Bonds; provided, however, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due thereon, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited

with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby assigned and pledged and the income, revenues and receipts and other sums of money payable or receivable under the Lease Agreement, hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreement, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant, with the Trustee and the respective holders from time to time of the Bonds, as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

“Act” - Collectively, the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 et seq. and Ark. Code Ann. §§ 14-164-701 et seq., each as amended from time to time.

“Advance” – The advancement from time to time of the proceeds of the Bonds to the Borrower pursuant to requisitions submitted in accordance with Section 6.03 hereof.

“Agreements” or **“Lease Agreements”** -- The Lease Agreement dated as of _____, 20__, by and between the Issuer and [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] providing for a loan to [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] for payment of a portion of the Project costs.

“Bond Fund” -- The fund of the Issuer created by Section 5.01 of the Indenture into which the funds specified in Article V are to be deposited and out of which disbursements are to be made as expressly authorized and directed by this Indenture.

“Bonds” or **“bonds”** – City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20__ issued under and secured by the Indenture, in the aggregate principal amount of not to exceed \$800,000,000.

“Borrower” or **“Company”** - [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC], a _____ [corporation][limited liability company].

“Borrower Representative” – The person or persons at the time designated to act on behalf of the Borrower as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person signed on behalf of the Borrower by its appropriate officer or officers.

“City Clerk” - The person holding the office and performing the duties of City Clerk of the Issuer.

“Closing Date” -- The date on which the Bonds are issued and delivered to Purchaser.

“Completion Date” – The date of completion of the acquisition, construction and equipping of the Project as that date shall be determined by the Borrower and certified in writing to the Trustee.

“Costs of Issuance Fund” -- The Costs of Issuance Fund created pursuant to Section 5.01 of this Indenture.

“Delivery Instructions” -- The written request and authorization given by the Issuer on the Closing Date directing the use and deposit of the proceeds of the Bonds or other funds deposited with the Trustee by the Borrower.

“Government Securities” – Direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Home Office Payment Agreement” – The Home Office Payment Agreement among the Issuer, the Borrower, the Trustee, the Purchaser and any Bondholder evidencing the intent of the parties with respect to payment obligations under this Indenture, the Bond Purchase Agreement, and the Lease Agreement.

“Indenture” - This Trust Indenture with all indentures supplemental hereto.

“Issuance Costs” -- All costs and expenses of issuance of the Bonds, including, but not limited to: (i) counsel fees, including bond counsel and Issuer’s counsel, as well as any other specialized counsel fees; (ii) trustee fees and trustee counsel fees; (iii) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (vi) accountant fees; (vii) printing costs of the Bonds; (viii) publication costs associated with the financing proceedings; and (ix) recording fees.

“Issuer” – City of Osceola, Arkansas, a city of the first class and a political subdivision of the State of Arkansas.

“Loan” - The loan from the Issuer to [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] evidenced and governed by the Lease Agreements.

“Loan Fund” - The fund created by Section 5.06 into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 is to be deposited and out of which disbursements are to be made in the manner and for the purposes specified in Article VI of the Indenture.

“Mayor” - The Mayor of the Issuer.

“Outstanding hereunder” - **“Bonds outstanding hereunder”** - All Bonds which have been authenticated and delivered under the Indenture, except:

(a) Bonds canceled because of payment or redemption prior to maturity;

(b) Bonds, for the payment or redemption of which, cash or investment securities in the amount required by Section 8.01 of the Indenture shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or satisfactory provision shall have been made therefor, or a waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.08.

“Owner” or **“Bondowner”** or **“owner of the bonds”** or **“Bondholder”**- The registered owner of any bond.

“Paying Agent” - The bank or trust company named by the Issuer as the place at which the principal of and interest on the Bonds is payable. The original Paying Agent is the Trustee. References to Paying Agent include any alternate Paying Agent.

“Person” - Includes natural persons, firms, associations, corporations, other legal entities and public bodies.

“Pledged Property” - The properties, interests and rights set forth in the granting clauses of this Indenture.

“Project” - The land, improvements, infrastructure, equipment and facilities being financed out of the proceeds of the Bonds, together with other expenses in connection therewith, including architectural and engineering fees, and the costs of the issuance of the Bonds.

“Purchaser”— [Affiliate of Borrower], a _____ [corporation][limited liability company]. The Purchaser is the original purchaser of the Bonds.

“Record Date” - The fifteenth calendar day of the month preceding the month in which the interest payment date occurs.

“Revenues” - The income, including penalties and interest, derived by the Issuer under the Lease Agreements.

“State” - The State of Arkansas.

“Temporary Bonds” - Bonds issued pursuant to Section 2.13 of the Indenture if definitive bonds are not available upon the initial delivery of the Bonds to the Purchaser.

“Trust Estate” - Property herein conveyed, also called the Pledged Property.

“Trustee” - The Trustee for the time being, whether original or successor, with the original Trustee being [TBD], a state banking corporation organized and operating under the laws of _____ and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created, and having a corporate trust office located in _____, Arkansas. The Trustee is also a Paying Agent and Registrar.

“Written Request” - With reference to Issuer, a request in writing signed by the Mayor and City Clerk, and, with reference to the Borrower, a request in writing signed by a Borrower Representative.

Section 1.02. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the word “bond,” “owner,” “holder,” and “person” shall include the plural, as well as the singular, number.

ARTICLE II. THE BONDS

Section 2.01. Authorization. In accordance with and subject to the terms, conditions and limitations established in this Indenture, industrial development revenue bonds are hereby authorized in the aggregate principal amount of not to exceed \$800,000,000. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

Section 2.02. Details of Bonds. The Bonds shall be designated “City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20___,” in the principal amount of not to exceed \$800,000,000. The Bonds will be dated _____, 20___, and interest thereon shall be payable as set forth in the forms of Bond attached hereto as Exhibit A and Exhibit B. The Bonds shall be registered bonds, without coupons, in denominations of \$100,000 each or any integral multiple of \$5,000 in excess of \$100,000 and the principal amount shall be payable, unless sooner redeemed in the manner provided in this Indenture, as set forth in the form of Bond heretofore set forth in this Indenture.

The Bonds shall be initially issued in the form of one fully registered bond in the principal amount of not to exceed \$800,000,000, and may not be submitted in exchange for more than one fully registered bond until the Completion Date, at which time the Bond initially issued may, but shall not be required to, be submitted to the Trustee pursuant to the provisions of Section 2.09 hereof in exchange for more than one fully registered bond. The proceeds of the Bonds shall be advanced from time to time upon the submission of draw requests or requisitions by the Borrower, to the Trustee pursuant to the provisions of Section 6.03 hereof and Article II of the Lease Agreement. Upon receipt of each requisition by the Trustee, the Trustee shall notify, either telephonically or by e-mail, the Bondholder of the principal amount of the Bonds which the Bondholder must purchase, which shall be the amount set forth in such draw request or requisition. Promptly upon receipt of such notice, the Bondholder shall pay to the Trustee the principal amount requisitioned by the Borrower, and the Trustee shall make a notation of such principal amount purchased on the Record

of Advances and Principal Payments attached to the Bond. The amount shown on the Record of Advances and Principal Payments attached to the Bond shall be deemed to be conclusive evidence of the principal amount of the Bonds purchased by the Bondholder, absent manifest error. The principal amount of the Bonds so purchased shall be submitted by the Purchaser to the Trustee, and such amount shall be deposited by the Trustee into the Loan Fund. Any portion of the Bonds not sold to the Bondholder and any portion of the corresponding proceeds not delivered to the Borrower by the Completion Date shall not be issued or delivered thereafter. Notwithstanding anything herein to the contrary, until the Completion Date, upon the request of the Bondholder, the Trustee may maintain custody of the Bond as agent of the Bondholder.

The Bonds shall bear interest from its date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Bonds issued on the Completion Date and prior to the next Interest Payment Date shall bear interest from the Completion Date, and the Bonds issued thereafter shall bear interest from the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, unless such date of authentication and delivery shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication and delivery or unless such date of authentication and delivery shall be during the period from the Record Date to the next Interest Payment Date, in which case they shall bear interest from such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on any Bonds surrendered for transfer or exchange shall be in default, the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered. Interest shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable.

Section 2.03. Maturity. The Bonds shall mature on _____, 20__ and bear interest payable annually on each _____ (each an “**Interest Payment Date**”), commencing _____, 20__ and continuing through _____, 20__ with the final principal payment due on maturity, _____, 20__, at the rate per annum of ____ and __/100 percent (____%).

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor (by his/her original or facsimile signature) and the City Clerk (by his/her original or facsimile signature) thereof and shall have impressed thereon the seal of the Issuer. The Mayor and the City Clerk may file the certificates required by the Uniform Facsimile Signature Public Officials Act (Arkansas Code Annotated §§ 21-10-1010 *et seq.*) and otherwise comply with the provisions of that Act, and the Mayor and the City Clerk's facsimile signatures shall have the same force and effect as if they had personally signed. The Bonds, together with interest thereon, shall be payable from the Bond Fund, as hereinafter set forth, and shall be a valid claim of the owners thereof only against such fund and the revenues pledged to such fund, which revenues are hereby pledged and mortgaged for the payment of the Bonds and shall be used for no other purpose than to pay the principal of and interest on the Bonds, and the Trustee's, the Paying Agent's and Bond Registrar's fees, except as may be otherwise expressly authorized in this Indenture. In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form included in the bond forms attached hereto as Exhibit A and Exhibit B duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee, and such Certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's Certificate of Authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Bond. The Bond originally issued and delivered shall be substantially in the form set forth in Exhibit A attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Indenture. The Bonds exchanged for the originally issued Bonds and delivered on and after the Completion Date shall be substantially in the form set forth in Exhibit B attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and, with the direction of the Purchaser, either deliver them to the Purchaser or maintain custody of the Bond as agent of the Purchaser upon payment of the initial Advance, and the Trustee shall be entitled to rely upon any certificate, ordinance or resolution as to the purchase price and the Purchaser. Prior to the Trustee's delivery of the Bonds to the Purchaser, the Trustee shall make appropriate notation on Schedule A attached to the Bond certificate of the amount and date of the initial draw thereunder and such amount shall be deemed to be conclusive evidence of the principal amount purchased by the Purchaser, absent manifest error.

Section 2.08. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, number,

maturity and tenor in exchange and substitution for any such mutilated, destroyed or lost Bond, upon the owners paying the reasonable expenses and charges of the Issuer and the Trustee in connection therewith, and, in case of a Bond destroyed or lost, his filing with the Trustee of evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof and furnishing the Issuer and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the Issuer may pay the same without the surrender thereof.

Section 2.09. Registration and Transfer of Bonds. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee as Bond Registrar. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his, her or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. The principal of any Bond shall be payable only to or upon the order of the registered owner or his legal representative. Interest shall be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his, her or its legal representative, and neither the Issuer, the Trustee, nor the Bond Registrar shall be affected by any such notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

On and after the Completion Date, Bonds may be exchanged, and upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, will be exchanged, at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Section 2.10. Payment on Saturday, Sunday or Holiday. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State of Arkansas a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday or Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period from and after the date of maturity or date fixed for redemption.

Section 2.11. Interest Commencement Date. The Bonds initially issued shall bear interest from their date; provided, that the date of each Advance under such Bond shall be the interest

commencement date from which the principal amount of such Advance bears interest. Otherwise, each Bond, upon subsequent transfer, shall be dated as of the Interest Payment Date to which interest has been paid. Payment of each installment of interest shall be made to the person in whose name the Bond is registered on the registration books of the Trustee as Bond Registrar at the close of business on the fifteenth calendar day of the month (whether or not a business day) next preceding each Interest Payment Date, irrespective of any transfer or change of any such Bond subsequent to such date. On or before each Interest Payment Date, the Borrower or the Bondholder shall provide notice to the Trustee by e-mail, in writing or in such other form as is acceptable to Trustee, evidencing the amount of principal outstanding and the interest that has accrued and is payable as of such Interest Payment Date (the "Interest Notice"). Upon delivery of the Interest Notice, Borrower shall remit the amount of interest payable to the Trustee for deposit in the Bond Fund, and the Trustee shall transmit interest due and payable to the Bondholder. Provided, however, that so long as a Home Office Payment Agreement (as defined in Section 2.16 hereof) is in effect, Trustee may presume that interest payments have been made directly to the Bondholder by the Borrower, and no further action shall be required of the Trustee whether or not it receives the Interest Notice.

Section 2.12. Cancellation. To the extent held by the Trustee, all Bonds which are paid, either at maturity or by redemption prior to maturity, shall be canceled and, at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate describing the Bonds involved and the manner of disposition.

Section 2.13. Temporary Bonds. The Issuer shall have the right to execute and deliver Temporary Bonds reflecting the indebtedness secured hereby, which Temporary Bonds, if issued and delivered, shall be entitled to the same security, rights and protection provided under this Indenture for Bonds in definitive form. Temporary Bonds of the Issuer, if executed, authenticated and delivered shall be replaced by Bonds in definitive form by the Trustee when the Temporary Bonds are returned to the Trustee for exchange. To the extent held by the Trustee, all Temporary Bonds, when returned to the Trustee and when exchanged for Bonds in definitive form shall then be canceled and at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of and/or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate reflecting the Temporary Bonds involved and the manner of disposition.

Section 2.14. Additional Bonds. No additional bonds shall be issued under this Indenture.

Section 2.15. Conversion of Bonds upon Completion Date. Upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, the Trustee shall give notice thereof to the registered owner of the Bonds. Such notice shall be given by mail or by other acceptable method, including facsimile or e-mail, and shall state that such registered owner must deliver his, her or its Bond to the Trustee for conversion. The Trustee shall cancel the Bond so delivered and issue a form of Bond in lieu thereof pursuant to the provisions hereof.

Section 2.16. Home Office Payment Agreement. Notwithstanding any provision of this Indenture or of any Bond to the contrary, the Trustee may enter into or accept the terms of a home office payment agreement with the Issuer, the Borrower and the owner of any Bond providing for the

making to such owner of all payments of principal (whether at maturity or redemption) and interest on such Bond or any part thereof at a place and in a manner other than as provided in this Indenture and in the Bonds without presentation or surrender of such Bonds, upon such conditions as shall be satisfactory to the Trustee. The Trustee agrees to make payments of principal, and interest on the Bonds in accordance with the provisions thereof. Upon the transfer of any Bond being paid in accordance with the provisions of a home office payment agreement permitted by this Section, the Trustee, if the Trustee is the custodian of the Bond for the Bondholder, or the transferor, prior to the delivery of such Bond to the transferee, shall make a notation on such Bond of the date to which interest has been paid thereon and the amount of any prepayments or redemptions made on account of the principal thereof. Contemporaneous with the delivery of the Bonds and this Indenture, the appropriate parties will enter into the Home Office Payment Agreement. The Trustee may conclusively rely on the Issuer's, the Borrower's and the Bondholder's intent to comply with and make all payments pursuant to the Lease Agreement, this Trust Indenture and the Bonds in conformity and compliance with the Home Office Payment Agreement until notified in writing that the Home Office Payment Agreement has been terminated. The Borrower and Bondholder may terminate the Home Office Payment Agreement at any time in their sole and absolute discretion, and the Home Office Payment Agreement may not be terminated without the written consent of both Borrower and Bondholder.

ARTICLE III. REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption. The Bonds shall be callable for redemption prior to maturity in accordance with the provisions pertaining thereto appearing in the form of Bond heretofore set forth in this Indenture.

Section 3.02. Notice of Redemption. Notice of the call for redemption shall be by first class mail or by other acceptable standard, including facsimile or e-mail, to the owner or owners of the Bonds not less than thirty (30) days prior to the date fixed for redemption, or such shorter period of time as is acceptable to the owner or owners of the Bonds and the Trustee. Published notice of the call for redemption need not be given. Each notice shall specify the numbers and the maturities of the Bonds being called, and the date on which they shall be presented for payment.

Failure to give notice to the Owner of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall cease to accrue after the date fixed for redemption until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.08 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.04. Cancellation. All Bonds which have been redeemed shall be canceled by the Trustee pursuant to Section 2.12.

ARTICLE IV. GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest (except interest, if any, paid from accrued interest) are payable solely from the Revenues, which Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer (except the securing of the indebtedness evidenced by the Bonds by the provisions of the Lease Agreement). Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the Issuer makes any covenants involving financial commitments, including, without limitation, those in the various sections of this Article IV, it pledges no funds or revenues other than the Revenues and the right, title and interest of the Issuer in the Lease Agreement (except for the obligations of the Borrower to pay Issuer's expenses and to indemnify the Issuer) and the revenues derived from the avails of the Pledged Property, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues.

Section 4.02. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all ordinances pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge and covenants in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 4.03. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indenture or Indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming to the Trustee the Trust Estate.

Section 4.04. Payment of Taxes, Charges, etc. The Issuer covenants that it will promptly cause to be paid all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the Trust Estate, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the Issuer to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings.

Section 4.05. Obligation to Maintain and Repair. The Issuer covenants that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly and so that the Project shall

be fully maintained, to the extent permitted by available funds. It is understood that the Issuer has made provisions in the Lease Agreement for such maintenance, pursuant to the terms of which the Borrower is obligated to maintain the Project as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect the Issuer shall be deemed to be in compliance with its obligations under this Section 4.05.

Section 4.06. Recordation of Trust Indenture. The Issuer covenants that it will cause this Indenture, and all instruments supplemental thereto, to be kept, recorded and filed in such manner and in such places (if any) as may be required by law in order fully to preserve and protect the security of the bondowners and the rights of the Trustee hereunder. If any such filing is required to be made by the Issuer, the Issuer shall provide the Trustee with file-marked copies thereof.

Section 4.07. Rights under Lease Agreements. The Lease Agreements, duly executed counterparts of which have been filed with the Trustee, sets forth covenants and obligations of the Issuer and the Borrower. Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Lease Agreements, for and on behalf of the bondholder, whether or not the Issuer is in default hereunder.

Section 4.08. List of Bondowners. If the Trustee is directed in writing by the Issuer to so provide, the list of the names and addresses of the registered owners of the Bonds may be inspected and copied by owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of Bonds outstanding hereunder, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.09. Lien of Trust Indenture; Enforcement of Obligations and Rights. The Issuer covenants that so long as any Bonds authorized by and issued under this Indenture are outstanding, it will not convey or otherwise dispose of its interest in the Pledged Property, and that it will not encumber the same, or any part thereof, or its interest therein, or create or permit to be created any charge or lien on the Revenues derived therefrom, except as provided in this Indenture. Nothing contained herein shall prohibit the Issuer from issuing bonds the payment for which specified revenues of a particular project is pledged as provided in the Act, it being the purpose of this covenant to limit only a subsequent pledge of the Pledged Property and Revenues as defined in this Indenture.

Section 4.10. Obligation to Insure. The Issuer covenants that at all times while any Bonds are outstanding, it will keep or cause to be kept the Project insured against the perils and to the extent set forth in the Lease Agreement. It is understood that the Issuer has made provisions in the Lease Agreement for such insurance, pursuant to the terms of which the Borrower is obligated to keep the property insured as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect, the Issuer shall be deemed to be in compliance with its obligations under this Section 4.10.

ARTICLE V. REVENUE AND FUNDS

Section 5.01. Creation of Funds. There are hereby created and established with the Trustee as trust funds and trust accounts the following:

- (a) Costs of Issuance Fund; and
- (b) City of Osceola, Arkansas Taxable Industrial Development Revenue Bond ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project) Fund, Series 20__ (the “**Bond Fund**”).

Trustee may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Indenture.

Section 5.02. Deposit of Bond Proceeds.

There shall be deposited into the Bond Fund as and when received:

- (a) That portion of the proceeds of the sale of the Bonds as set forth in the Delivery Instructions;
- (b) The payments and other moneys paid by the Borrower pursuant to the Lease Agreements;
- (c) Amounts transferred to the Bond Fund pursuant to the provisions of Sections 3.03 and 6.04 hereof; and
- (d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture which are not directed to be paid in a fund other than the Bond Fund.

Money in the Bond Fund shall be kept separate and apart from other funds or accounts and shall be pledged, appropriated, used and transferred to other funds for the purposes specified in this Article. Furthermore, the Issuer covenants and agrees that so long as any of the Bonds secured by this Indenture are outstanding, it will at all times deposit, or cause to be deposited, in the Bond Fund sufficient moneys from payments and other moneys paid by the Borrower pursuant to the Lease Agreements to promptly meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Lease Agreements for the payment of the principal of and interest on the Bonds and discharging other obligations of the Issuer under this Trust Indenture, but nothing herein shall be construed as prohibiting the Issuer from doing so.

Trustee may also hold such other documents or assets in the Bond Fund, including, but not limited to, documents held pursuant to the Option Agreements (as defined in the Lease Agreements).

Section 5.03. Use of Moneys in Bond Fund.

The Bond Fund shall be in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw from the Bond Fund sufficient funds to pay the principal of, premium, if any, and interest on the Bonds at maturity and redemption or prepayment prior to maturity, and the Trustee’s and Paying Agent’s fees in connection therewith, and to remit the funds to the Paying Agent for the purpose of paying the principal and interest in accordance with the

provisions hereof pertaining to payment, which authorization and direction the Trustee hereby accepts.

If a surplus shall exist in the Bond Fund over and above the amount necessary (together with reasonably projected revenue receipts in the event no default has occurred) to ensure the prompt payment of the principal of, and premium if any, in connection with the Bonds as the same become due, such surplus shall be applied to investments as permitted under Article VII herein.

Subject to the provisions of the Home Office Payment Agreement, the Trustee shall cause to be transferred from the Bond Fund an amount sufficient to pay the interest on the Bonds as the same become due at least one (1) day prior to the interest payment date for the Bonds and see to the deposit with the Paying Agent. It shall be the duty of the Trustee to see to the withdrawal from the Bond Fund at least one (1) day before the maturity or redemption date of any Bond issued hereunder and then outstanding and see to the deposit with the Paying Agent, whether or not a different institution, of an amount equal to the amount due for such Bonds for the sole purpose of paying the same.

Section 5.04. Non-presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Paying Agent for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, together with all interest unpaid and due thereon, to the date of maturity thereof, for the benefit of the owner, all liability of the Issuer to the owner thereof for the payment of the principal thereof and interest thereon shall forthwith cease, terminate and be completely discharged, and thereon it shall be the duty of the Paying Agent to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bond.

Section 5.05. Costs of Issuance Fund.

(a) Trustee shall deposit into the Costs of Issuance Fund (i) that portion of the proceeds of the Bonds required to be deposited therein pursuant to this Indenture or directed to be deposited therein pursuant to the Delivery Instructions or (ii) such moneys as are delivered to the Trustee by the Borrower. Moneys deposited into the Costs of Issuance Fund pursuant to this Indenture shall be expended to pay the Issuance Costs of said Bonds: (i) upon receipt by Trustee of requisitions signed by a Borrower Representative for any Issuance Costs not set forth in the Delivery Instructions or (ii) in accordance with the directions contained in the Delivery Instructions. Any funds remaining in the Costs of Issuance Fund two (2) months after having been deposited therein shall be returned to the Borrower. At such time as there is a \$0 balance in the Costs of Issuance Fund, it may be closed.

(b) The Trustee shall use moneys in the Cost of Issuance Fund to pay Issuance Costs for the Bonds or to reimburse the Issuer to the extent of payments made for such Issuance Costs previously paid. Before any payment shall be made for Issuance Costs, there shall be filed with the Trustee a Written Request of the Issuer, stating:

- (i) The name of the person, firm or corporation to whom the payment is due;
- (ii) The amount to be paid;
- (iii) The purpose for which the Issuance Costs was incurred; and
- (iv) That such person, firm or corporation has not previously been paid for such Issuance Costs.

The Delivery Instructions executed contemporaneously with this Indenture shall constitute a “Written Request” of the Issuer in compliance with this section. The Trustee shall be fully protected in disbursing amounts in accordance with properly signed requisitions and the Delivery Instructions and has no duty or obligation to confirm that any such requested disbursements constitute Issuance Costs.

Section 5.06. Loan Fund. There is hereby created with the Trustee a special fund to be designated “City of Osceola, Arkansas Taxable Industrial Development Loan Fund” or “Loan Fund,” which fund and account shall be issued and applied as specified in Sections 6.01 through 6.04. Issuer and Trustee agree that deposits to and withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 5.07. Any Fees, Charges and Expenses of Trustee and Paying Agent. It is understood and agreed that pursuant to the provisions of the Lease Agreement, the Borrower agrees to pay the reasonable fees, expenses and charges of the Trustee and Paying Agent as authorized and provided by this Indenture. The Borrower is to make payments on statements rendered by the Trustee. All such additional payments under the Lease Agreement which are received by the Trustee shall be paid into the Bond Fund to make payment therefrom for said purposes.

Section 5.08. Moneys and Documents to be Held in Trust. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of which redemption has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Moneys received by or paid to the Trustee pursuant to any provisions of the Lease Agreement calling for the Trustee to hold, administer and disburse the same in accordance with the specific provisions of the Lease Agreement shall be held, administered and disbursed pursuant to the provisions, and where required by the provisions of the Lease Agreement, the Trustee shall set the same aside in a separate account. If the Issuer shall receive any moneys pursuant to applicable provisions of the Lease Agreement, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with the provisions of the Lease Agreement, pursuant to which the Issuer may have received the same. Furthermore, if for any reason the Lease Agreement ceases to be in force and effect while any Bonds are outstanding, and if the Issuer shall receive any moneys derived from the Pledged Property, it will forthwith upon receipt thereof pay the same over the Trustee to be held,

administered and disbursed by the Trustee in accordance with provisions of the Lease Agreement that would be applicable if the Lease Agreement were then in force and effect, and if there be no such provisions which would be so applicable, then the Trustee shall hold, administer and disburse such moneys solely for the discharge of the Issuer's obligations under this Indenture. In addition, any documents or securities tendered to the Trustee to be held in trust or escrow shall be received by Trustee only upon receipt of written instructions from the Issuer or bondholder, as applicable, directing the Trustee as to the documents' or securities' custody and the mechanism for releasing any such documents and securities from escrow or Trustee's custody.

Section 5.09. Refunds to Borrower. Anything herein to the contrary notwithstanding, so long as an event of default has not occurred and is continuing under this Indenture or under the Lease Agreement, the Trustee is authorized to refund to the Borrower within two weeks after the principal payment date annually all excess amounts remaining in the Bond Fund after payment of all amounts due in the previous twelve months including the Trustee's and Issuer's fees, if any. Such refund may be made as a credit on a loan payment. The foregoing notwithstanding, moneys in the Bond Fund being held pending redemption of the Bonds shall not be refunded to the Borrower.

ARTICLE VI. CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 6.01. Disbursement of Issuance Costs. When the Bonds have been executed as provided in this Indenture, they shall be delivered to the Trustee which shall authenticate them and deliver them to the Purchaser as specified in the Delivery Instructions of the Issuer. On the Closing Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with instructions as specified in the Delivery Instructions of the Issuer. Subsequent to the Closing Date and prior to the Completion Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with Written Requests received by the Trustee in a manner consistent with Section 2.02 hereof.

Section 6.02. Deposit in the Loan Fund. After making the necessary use of funds as provided in Section 6.01 above, the Trustee shall then deposit the remainder of the proceeds in the Loan Fund. Issuer and Trustee agree that deposits to the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.03. Disbursements from the Loan Fund. Moneys in the Loan Fund shall be disbursed to the Borrower as a reimbursement of or paid directly to vendors to pay Project costs which shall include costs of acquisition, costs of construction, architect's and engineer's fees, payment of interim indebtedness of the Borrower incurred for Project costs, and all other necessary expenses incidental to the completion of the Project. Such expenditures shall be paid in accordance with and pursuant to written draw requests which shall be signed by one or more duly designated representatives of the Borrower (which designation shall be in writing and filed with the Trustee). In addition to the requirements of the Lease Agreement, draw requests shall specify:

- (1) The number of the request for payment;
- (2) The name of the person, firm or corporation to whom payment is to be made;
- (3) The amount of the payment; and
- (4) That the disbursement is for a proper expense of or pertaining to the Project.

Upon receipt of each properly executed draw request and receipt of the Advance from the Purchaser, the Trustee shall issue its check upon the Loan Fund payable to the person, firm or corporation designated in the draw request. Issuer and Trustee agree that withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.04. Transfer to Bond Fund. Whenever the Issuer shall notify the Trustee in writing that any balance remaining in the Loan Fund will not be needed for completion of the Project, the remaining balance (if the balance is at least \$5,000) shall be deposited into the Bond Fund and used to redeem the Bonds on the first Interest Payment Date following notification. If the balance is less than \$5,000, it shall be transferred to the Bond Fund, and applied as a credit against a subsequent payment.

ARTICLE VII. INVESTMENTS

Section 7.01. Investment of Moneys in Funds. Moneys on deposit with the Trustee shall be invested at the direction of the Borrower.

ARTICLE VIII. DISCHARGE OF LIEN

Section 8.01. Discharge of Lien. If the Issuer shall pay or cause to be paid to the owners of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien thereof, and reconvey to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer and property at the time subject to the lien of this Indenture which may then be in its possession, including trust funds, except funds held by it for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption or otherwise), either (i) shall have been made or caused to be made in accordance with the terms of the Indenture, or (ii) shall

have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities, maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payments, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Lease Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

The Issuer may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE IX.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDOWNERS

Section 9.01. Events of Default. If any of the following events occur, subject to the provisions of Section 9.12 hereof, it is hereby defined as and declared to be and to constitute an “event of default”;

(a) Default in the due and punctual payment of any interest on any Bond hereby secured and outstanding;

(b) Default in the due and punctual payment of the principal of, and premium, if any, on any Bond hereof secured and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of covenants, agreements or conditions on the Issuer’s part to be performed in this Indenture, or in the Bonds contained, and the continuance thereof for a period of thirty (30) days after written notice to the Issuer by the Trustee or by the owners of not less than ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder; or

(d) The occurrence of an “Event of Default” under the Lease Agreement.

The term “default” shall mean default by the Issuer in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default an “event of default” as hereinabove provided.

Section 9.02. Acceleration. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Issuer and the Borrower declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 9.03. Trustee's Right to Enter and Take Possession. Upon the occurrence of an event of default, the Issuer, upon demand of the Trustee after Trustee's receipt of written direction of the Bondholders, shall forthwith surrender to it the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all or any part of the Pledged Property with the books, papers and accounts of the Issuer pertaining thereto and to hold, operate and manage the same, and from time to time to make all needful repairs and improvements as the Trustee shall deem wise; and the Trustee, with or without such permission, may collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom (exclusive of any of the foregoing which may have been pledged to secure other obligations of the Issuer) and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder and any taxes, assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received by the Trustee in accordance with the provisions of Section 9.08 hereof. Whenever all that is due upon such Bonds and installments of interest under the terms of this Indenture shall have been paid and all defaults made good, the Trustee shall surrender possession to the Issuer, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the owners of the Bonds, at their addresses as set forth on the bond registration book maintained by the Trustee, a summarized statement of income and expenditures in connection therewith.

Section 9.04. Other Remedies; Rights and Obligations with Reference to Remedies. Upon the occurrence of an event of default, the Trustee may, as an alternative, proceed either after entry or without entry, to pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then outstanding hereunder or to enforce compliance with any other covenant or obligation of the Issuer, including without limitation, foreclosure and mandamus.

Upon the occurrence of an event of default, the Trustee shall, if so requested in writing by sixty-six and two-thirds percent (66-2/3%) in value of the registered owners of the Bonds, assign to the registered owners of the Bonds all its right, title and interest in the Lease Agreement in exchange for the Bonds, which assignment shall be full and complete satisfaction and discharge of all liabilities and obligations of the Issuer on the Bonds and of the Trustee under this Indenture.

If an event of default shall have occurred, and if it shall have been requested in writing so to do by the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder and shall have been indemnified as provided in Section 10.01 hereof, the Trustee shall be

obligated to exercise such one or more of the rights and power conferred upon it by this Section and by Section 9.03 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondowners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the bondowners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the bondowners, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 9.05. Right of Majority of Bondowners to Take Charge. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of Bonds outstanding hereunder shall have the right upon the occurrence of an Event of Default, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provision of law and of this Trust Indenture. Anything in this Indenture to the contrary notwithstanding, so long as a single person or entity owns 100% of the outstanding Bonds, the Trustee shall not exercise any remedies except those that the Trustee is specifically directed to take in a writing by the sole Bondholder.

Section 9.06. Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Property and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Section 9.07. Waiver by Issuer of Benefit of Laws and Rights of Appraisal and Redemption. In case of an event of default on its part, as aforesaid to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption as now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State of Arkansas.

Section 9.08. Application of Available Moneys. Issuer and Trustee agree and anticipate that amounts due and payable pursuant to this Indenture (other than the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties) shall be evidenced in a manner consistent with the Home Office Payment Agreement. Moneys remaining, if any, after payment of the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties shall be applied by the Trustee as follows:

(a) To the payment of the fees of the Trustee and the costs and expenses of suit, if any, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by any bondowner and the creation of a reasonable reserve for anticipated fees, costs and expenses.

(b) Unless the principal of all the Bonds all have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND: To the payment to persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(c) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and or privilege.

(d) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (c) of this Section, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (b) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional

moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.09. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any owners of the Bond hereby secured, and any recovery of judgment shall be for the equal benefit for the owners of the outstanding Bonds in the order herein provided.

Section 9.10. Rights and Remedies of Bondowners. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 10.01, or of which by the subsection it is deemed to have notice, nor unless such default shall have become an event of default and the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01; nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver for any other remedy hereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided for the equal benefit of the owners of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any bondowners to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or to the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed,

and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 9.12. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the owners of (i) 50% in aggregate principal amount of all the Bonds outstanding hereunder in respect of which default in the payment of principal and/or interest exists, or (ii) 50% in aggregate principal amount of all the Bonds outstanding hereunder in the case of any other default, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Bonds issued hereunder and outstanding at the date of maturity specified therein or (b) any default in the payment of the interest or of Bond Fund moneys, unless prior to such waiver or rescission all arrears of interest, with interest at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of Bond Fund payments, as the case may be, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for, and in case of any such waiver or rescission or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the bondowners shall be restored to their former positions and rights thereunder respectively; but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X. THE TRUSTEE

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the duties and obligations of the Trustee under this Indenture upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the Issuer prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured herein, or for the value of the title of the property here conveyed or otherwise as to the maintenance of the security hereof; except that

in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the Issuer, except as hereinafter set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreement aforesaid as to the condition of the property herein conveyed.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if not Trustee. No merger of title shall occur if at any time the Trustee owns all of the Bonds.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its Mayor and attested by its City Clerk as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which it has been notified as provided in sub-section (g) of this Section, or of which by said subsection it is deemed to have notice, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion, at the reasonable expense of the Issuer, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer under its seal to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to make or cause to be made any of the payments to the Trustee required to be made by Article IV unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid; provided, however, if there is a Home Office Payment Agreement in effect the Trustee shall only be deemed to have notice of the failure by the Issuer to make or cause to be made any of the payments required to be made under Article IV hereof if the

Trustee is specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but no duty or obligation) fully to inspect all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. Provided, however, Trustee shall not undertake any such inspection without receipt of written direction of the Bondholders.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificate, opinions, appraisals, or the information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

(m) The Trustee shall have no duty to risk, advance or expend its own funds in the performance of the duties and obligations of the Trustee hereunder.

(n) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for its reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by the Trustee of the powers and duties of the Trustee hereunder, and for

all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). In this regard, it is understood that the Issuer pledges no funds or revenues other than those provided for in the Lease Agreement and the Revenues derived from and the avails of the Pledged Property to the payment of any obligation of the Issuer set forth in this Indenture, including the obligations set forth in this Section, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues for the payment of any of its obligations under this Indenture. Upon default by the Issuer but only upon default, pursuant to the provisions of this Indenture pertaining to default, the Trustee shall have a first lien with right of payment prior to payment on account of principal or interest of a Bond issued hereunder upon the Trust Estate for the reasonable and necessary advances, fees, costs and expenses incurred by the Trustee.

Section 10.03. Notice to Bondowners of Default. If a default occurs of which the Trustee is by Section 10.01(g) deemed to have notice, is notified by the Issuer or by the owners of at least 10% in aggregate principal amount of Bonds then outstanding, then the Trustee shall give written notice by mail or by other acceptable standard, including facsimile, to each owner of Bonds then outstanding and to such other person or entity any owner directs the Trustee to notify.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of Bonds issued hereunder, the Trustee may intervene on behalf of the bondowners and shall do so if requested in writing by the owners of at least ten percent (10%) of the aggregate principal amount of Bonds outstanding hereunder, solely to the extent indemnified to the satisfaction of the Trustee from and against any losses, costs, claims, liabilities or expenses, including fees and expenses of its attorneys and agent incurred by the Trustee related to or arising from such action by the Trustee. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 10.05. Successor Trustee. Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated or any bank or trust company resulting from any such merger or consolidation, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least \$75,000,000, and provided that the Issuer approves the successor trustee.

Section 10.06. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer and the registered owners of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor trustee by the bondowners or by the Issuer. Such notice may be served personally or sent by registered mail or other acceptable standard, including facsimile.

Section 10.07. Removal of Trustee; Sale of Trust Business. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the owners of a majority in aggregate principal amount of Bonds outstanding hereunder. The Trustee may be removed by the Issuer at any time if a successor trustee has been appointed.

In the case of the sale of all or substantially all of the Trustee's trust business to another bank or trust company, the Issuer shall have the absolute right, at its sole discretion, to appoint a successor trustee pursuant to Section 10.08 hereof.

Section 10.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Issuer by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal. Every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than \$75,000,000.

Section 10.09. Successor Trustee Qualifications. Every successor appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of the Issuer or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall, at the expense of the Issuer, be forthwith filed and/or recorded by the successor trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case the Issuer shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the property herein conveyed, to the extent, if any, that the Issuer may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be repaid by the Issuer upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of revenues collected from the property herein conveyed, if not otherwise caused to be paid by the Issuer, but the Trustee shall not be under obligations to make any such payment unless it shall have been requested to do so by the owners of at least ten percent (10%) of the aggregate principal amount of the Bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the payment and withdrawal of cash hereunder.

Section 10.12. Trustee Which Has Resigned or Been Removed Ceases to be Paying Agent. In the event of a change in the office of Trustee, if the Trustee is the Paying Agent, the former Trustee which has resigned or been removed shall cease to be Paying Agent.

Section 10.13. Paying Agent's Fees and Charges. There shall be paid reasonable Paying Agent's fees and charges of the Paying Agent for handling the payment of the principal of, premium (if any) and interest on the Bonds, and funds sufficient to pay the same shall be deposited with the Paying Agent prior to the dates on which payments are required to be made on principal and interest.

Section 10.14. Appointment of Co-Trustee or Separate Trustee. The Issuer and the Trustee shall have power to appoint and upon the request of the Trustee the Issuer shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, or to act as separate trustee or trustees of all or any such property, with such powers as may be provided in the instrument of appointment and to vest in such corporation or person or persons as such separate trustee or co-trustee any property, title, right or power deemed necessary or desirable. In the event that the Issuer shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed for more fully and certainly vesting in and confirming to him or to it such properties, rights powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Every such co-trustee and separate trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee or separate trustee, shall refer to this Indenture and the conditions of this Article X expressed, and upon the acceptance in writing by such separate trustee or co-trustee, it shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such separate trustee or co-trustee may at any time, by an instrument in writing, constitute the Trustee as its agent or attorney, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by it, for and on behalf of it and its name. In case any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all the estates properties, rights, powers, trusts, duties and obligations of the separate trustee or co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such separate trustee or co-trustee.

Section 10.15. Borrower and Bondholder Rights. Notwithstanding any provision hereof to the contrary, Borrower and Bondholder may hire a successor Trustee to replace any existing Trustee. Further, upon the written direction of the Borrower and the owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding and evidence that written notice of such direction has been provided to the Issuer, the Trustee may conclusively rely on such written notice and may take such action as is thereby directed; provided, however, that such action is not in the reasonable judgment of the Trustee to the prejudice of the Trustee.

ARTICLE XI. SUPPLEMENTAL INDENTURES AND AMENDMENTS TO THE LEASE AGREEMENT

Section 11.01. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may, from time to time, without the consent of or notice to the bondholders, and upon the written direction of the Borrower, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall hereafter form a part hereof) (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture; or (b) to grant to or confer or impose upon the Trustee for the benefit of the bondowners any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred, or imposed; (c) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect; (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Revenues of the Issuer from the Lease Agreement or of any other moneys, securities or funds; (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended; or (f) to modify, alter, amend or supplement this Indenture in any other

respect which, in the opinion of bond counsel, is not materially adverse to the bondholders and which does not involve a change described in clause (a), (b), (c), (d) or (e) of Section 11.02 hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Bondowners. Subject to the terms and provisions contained in this Section, and not otherwise, with the written consent of the Borrower, the owners of one hundred percent (100%) of the principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bondholder for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or redemption premium or the rate of interest thereon, or (c) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate, except as expressly permitted herein, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval of bondowners of the execution of any supplemental indenture as provided in Section 11.01 of this Article.

If at any time the Bondholder or the Borrower shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Borrower cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail or sent by other acceptable standard, including facsimile or e-mail, to each owner at his, her or its address on the Bond registration book maintained by the Trustee. Such notice shall be prepared by the Issuer, Bondholder or Borrower and shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by bondowners. The Trustee shall not, however, be subject to any liability to any bondowner by reason of its failure to disseminate such notice, and any such failure shall not affect the validity of such supplemental indenture consented to and approved as provided in this Section. Upon the execution of any such supplemental indenture, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.03. Amendments to the Lease Agreements. Upon the written request of the Borrower, with written notice to the Issuer in conformity with the Lease Agreements, the Trustee may from time to time, and at any time, consent to any amendment, change or modification of the Lease Agreements for the purpose of curing any ambiguity or formal defect or omission or making any other change therein, which in the reasonable judgment of the Trustee, in reliance on an opinion of bond counsel, is not to the prejudice of the Trustee or the holders of the Bonds. The Trustee shall not consent to any other amendment, change or modification of the Lease Agreements without the approval or consent of owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding.

Section 11.04. Procedure for Amendments. If at any time the Issuer or Borrower shall request the Trustee's consent to a proposed amendment, change or modification requiring bondholder approval under Section 11.03 hereof, the Trustee, shall, at the expense of the requesting

party, cause notice of such proposed amendment, change or modification to be sent in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file in the principal office of the Trustee for inspection by any interested bondholder. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to by the Trustee in the manner hereinabove provided.

ARTICLE XII. MISCELLANEOUS

Section 12.01. Consents, etc., of Bondowners. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondowners in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive if in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by any affidavit of any witness to such execution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person other than the parties hereto, and the owners of the Bonds secured by this Indenture, any legal or equitable rights, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the owners of the Bonds secured as herein provided.

Section 12.03. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notice. Notices as required in this Indenture shall be considered delivered when posted in United States mail, postage prepaid and addressed as set forth below (or at such other address as may have been provided by the party to all other parties hereto by proper notice):

If intended for the Issuer:	CITY OF OSCEOLA, ARKANSAS 303 West Hale Avenue Osceola, Arkansas 72370 Attention: Mayor
With a copy to:	City Attorney 303 West Hale Avenue Osceola, Arkansas 72370
If intended for the Trustee:	[TBD] _____ _____ Attn: Corporate Trust Department
If intended for Company:	[[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] OR A DIFFERENT AFFILIATE OF HYBAR LLC] _____ _____ Attention: _____
With a copy to:	[[HYBAR LLC]][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] OR A DIFFERENT AFFILIATE OF HYBAR LLC] _____ _____ Attention: General Counsel
If intended for the Bondholder:	[AFFILIATE OF COMPANY] _____ _____ _____ Attention: President
With a copy to:	Such other persons and entities as the Bondholder may identify in writing.

Section 12.05. Arkansas Substantive Law Governs. This Indenture shall be considered to have been executed in the State and it is the intention of the parties that the substantive law of the State governs as to all questions of interpretation, validity and effect.

Section 12.06. Uniform Commercial Code. This Indenture is also a security agreement under the Uniform Commercial Code of the State. The Issuer shall file one or more financing statements and renewals thereof with respect to the security interest granted by this Indenture and file such statements or renewals thereof in the appropriate public office.

Section 12.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Limitation on Liability. Notwithstanding any other provision of this Indenture to the contrary:

(a) the obligations of the Issuer with respect to the Bonds are not general obligations of the Issuer but are special, limited obligations of the Issuer payable by the Issuer solely from the security for the Bonds;

(b) nothing contained in the Bonds or in this Indenture shall be considered as assigning or pledging any funds or assets of the Issuer other than the Trust Estate;

(c) except with respect to their status as special, limited obligations of the Issuer, payable by the Issuer solely from the security for the Bonds, the Bonds shall not be a debt of the State or of any other political subdivision of the State, and neither the State nor any other political subdivision of the State shall be liable for the payment of the Bonds;

(d) neither the faith and credit of the Issuer, the State nor any other political subdivision of the State are pledged to the payment of the principal or of interest on the Bonds;

(e) neither the revenues nor the property of the Issuer, the State or any other political subdivision of the State are pledged to the payment of the principal or of interest on or as security for the Bonds except as specifically set forth in this Indenture;

(f) no failure of the Issuer to comply with any term, condition, covenant or agreement in this Indenture or in any document executed by the Issuer in connection with the Pledged Property, or the issuance, sale and delivery of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other charge except to the extent that the same can be paid or recovered from the Trust Estate; and

(g) the Issuer shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes of this Indenture, any of the other bond documents or any of the loan documents, whether for the payment of the principal or redemption price of, or interest on, the Bonds, the payment of any fees or administrative expenses or otherwise.

Section 12.09. No Personal Liability; No Recourse. No recourse under or upon any obligation, covenant, warranty or agreement contained in this Indenture or in any Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against the members of the Issuer's City Council or any of the members, officers, agents or employees of the Issuer, as such, past, present or future of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver of the Issuer, or for or to the owner of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of the members of the Issuer's City Council or of any such member, officer, agent or employee, as such, by reason of any

act or omission on his or her part or otherwise, for the payment for or to the owner of any Bond or otherwise of any sum that may remain due and unpaid upon the Bonds secured by this Indenture of any of them is, by the acceptance of such Bond, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds. Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee or any Bondholder as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee (with respect to record keeping only, and not with respect to any legal services) or by the Bondholders and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action. No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds or for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, purchase or ownership of the Bonds shall be had against the members of the Issuer's City Council or any officer, member, agent or employee of the Issuer, as such, all such liability being expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds. No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the members of the Issuer's City Council in other than that person's official capacity. No member, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor, and, to further evidence its acceptance of the trust hereby created, Issuer has caused these presents to be signed in its name and behalf by its duly appointed officers all as of the day and year first above written.

CITY OF OSCEOLA, ARKANSAS

By: _____
Joe Harris, Jr., Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

[TBD], as Trustee

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)

) ss.

ACKNOWLEDGMENT

COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **JOE HARRIS, JR.** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

ACKNOWLEDGMENT

Notary Public

(S E A L)

Exhibit A

Form of Initial Bond

R-1

\$3,000,000,000

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
\$800,000,000
CITY OF OSCEOLA, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean
Terminals LLC] PROJECT)
SERIES 20__**

	INTEREST RATE	MATURITY DATE:	ISSUE DATE
	_____%	_____, 20__	_____, 20__
REGISTERED OWNER:	[AFFILIATE OF COMPANY], A _____ [LIMITED LIABILITY COMPANY][CORPORATION]		
PRINCIPAL AMOUNT:	EIGHT HUNDRED MILLION AND NO/100 DOLLARS (OR THE TOTAL AMOUNT OUTSTANDING AS REFLECTED BY THE RECORD OF ADVANCES AND PRINCIPAL PAYMENTS ATTACHED HERETO)		

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Osceola, Arkansas, a city of the first class and a political subdivision under the laws of the State of Arkansas (the “**Issuer**”) for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ of each year, beginning on _____, 20__ with the final principal and interest payment due on the maturity date, _____, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer’s obligation with respect to payment of such Principal Amount shall be discharged; provided that, the date of each Advance hereunder shall be the interest commencement date from which the principal amount of such Advance bears interest. Payment of interest shall be by check or draft of [TBD], as Trustee and Paying Agent (the “**Trustee**”), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in _____, Arkansas, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of not to exceed Eight Hundred Million and No/100 Dollars (\$800,000,000.00) (the “**Bonds**”) which are issued for the purpose of providing funds for the making of loans to [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] (the “**Borrower**”) to finance certain industrial enterprise within the State of Arkansas (the “**Project**”). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the “**Indenture**”), dated as of _____, 20____, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to Lease Agreements between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE “ACT”), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreements for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated “City of Osceola, Arkansas Industrial Development Revenue Bond Fund” (the “**Bond Fund**”). Certain

Project revenues (including particularly repayments of the loans under the Lease Agreements) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in \$5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than

thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the ____ day of _____, 20__.

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By:

Authorized Signatory

Dated: _____, 20__

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Social Security or Federal Taxpayer Identification Number)

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Advances and Principal Payments

DATE OF ADVANCE* OR PAYMENT	AMOUNT OF ADVANCE	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

* The date of each Advance shall be the interest commencement date from which the principal amount of each Advance bears interest.

[END OF FORM]

Exhibit B

Form of Bond After Completion Date

R-__

\$ _____

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF OSCEOLA, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean
Terminals LLC] PROJECT)
SERIES 20__**

INTEREST RATE	MATURITY DATE:	ISSUE DATE
_____%	_____, 20__	_____, 20__
REGISTERED OWNER:	[AFFILIATE OF COMPANY], A _____ [LIMITED LIABILITY COMPANY][CORPORATION]	
PRINCIPAL AMOUNT:	_____ AND 00/100 DOLLARS	

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Osceola, Arkansas, a city of the first class and a political subdivision under the laws of the State of Arkansas (the "Issuer") for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ of each year, beginning on _____, 20__ with the final principal and interest payment due on the maturity date, _____, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer's obligation with respect to payment of such Principal Amount shall be discharged. Payment of interest shall be by check or draft of [TBD], as Trustee and Paying Agent (the "Trustee"), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in _____, Arkansas, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of \$_____ (the "Bonds") which are issued for the purpose of providing funds for the making of loans to [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] (the "Borrower") to finance certain industrial

enterprise within the State of Arkansas (the "Project"). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the "Indenture"), dated as of _____, 20__, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreements for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Osceola, Arkansas Industrial Development Revenue Bond Fund" (the "Bond Fund"). Certain Project revenues (including particularly repayments of the loans under the Lease Agreements) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of

default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreements, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreements and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in \$5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no

longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the _____ day of _____, 20__.

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By: _____
Authorized Signatory

Dated: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Social Security or Federal Taxpayer Identification Number)

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Principal Payments

DATE OF PAYMENT	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

[END OF FORM]

**This instrument was prepared by,
and after recording, return to:**

MICHELE SIMMONS ALLGOOD
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 W. CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201

**RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 20__, among **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC]** or a different affiliate of Hybar LLC], a _____ [corporation][limited liability company] ("Company"), the **CITY OF OSCEOLA, ARKANSAS**, a city of the first class and a political subdivision of the State of Arkansas (the "City"), **[Affiliate of Company]**, a _____ [corporation][limited liability company] ("Bondholder"), and _____, _____ ("Lender").

RECITALS

A. The City has issued industrial revenue bonds (the "Bonds") for the purpose of financing the costs of the acquisition, construction, and equipping of an industrial facility within and near the corporate boundaries of the Issuer, including, but not limited to, the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment used both directly and indirectly in the manufacture, refinement or processing of steel located on approximately 1300 acres within all or portions of Sections 6, 12 and 13 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 6, 7, 17 and 18 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and located east of Highway 61 and north and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas, all as financed with the proceeds of the Bonds (the "Project").

B. In connection with the issuance of the Bonds, the Company has transferred or will transfer to the City title to certain real property, leasehold improvements, personal property and fixtures, including all machinery and equipment acquired or constructed in furtherance of the Project described on **Exhibit A**, attached hereto and incorporated by reference (with such real

property, leasehold improvements, personal property and fixtures, collectively called the “Leased Premises” herein), and the City has entered into a Lease Agreement with [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] dated as of _____, 20__ (collectively, the “Lease Agreements”) pursuant to which City demised to the Company a interest in the Leased Premises subject to the Pre-Transfer Liens (as defined in Recital C, below). Contemporaneous with the execution and delivery of the Lease Agreement, the City and [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] executed an Option Agreement (collectively, the “Option Agreements”) dated as of _____, 20__ permitting [[Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] or a different affiliate of Hybar LLC] to purchase the Leased Premises at any time.

C. The Company has obtained a loan from the Lender (the “Loan”) secured by liens on, security interests in, or assignments of the Company’s right, title, and interest in and to the Leased Premises pursuant to the following instruments:

1. [Title of Document], dated _____, 20__, granted by the Company in favor of _____, filed for record _____, 20__ in the office of the Circuit Clerk for Mississippi County, Arkansas in **Book** _____, **Page** _____;

2. [Title of Document], dated _____, 20__, granted by the Company in favor of _____, filed for record _____, 20__ in the office of the Circuit Clerk for Mississippi County, Arkansas in **Book** _____, **Page** _____;

3. [Title of Document], dated _____, 20__, granted by the Company in favor of _____; and

4. [Title of Document], dated _____, 20__, granted by the Company in favor of _____.

Items 1 through [4] above are collectively referred to as “Pre-Transfer Liens” or, as appropriate, the “Security Documents.”

D. By this Agreement, the parties desire to establish and acknowledge certain rights, obligations, protections and priorities with regard to their respective interests in the Leased Premises.

AGREEMENT

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the parties hereto, the parties hereto agree as follows:

1. Recognition of Prior Liens and Interests. The Company and City hereby acknowledge and consent to all liens and encumbrances on, security interests in and rights to, the title to the Leased Premises created by or pursuant to the Security Documents, and acknowledge that the Company’s and City’s interest in the title to the Leased Premises has been, or will be,

transferred to the Company and City, as applicable, subject to the Pre-Transfer Liens and subordinate to the Lender's interest created under the Pre-Transfer Liens.

The City hereby acknowledges the Company's execution and delivery of the Security Documents and consents to the performance of the respective parties' rights and obligations thereunder, including, without limitation, the rights of Lender to access the Leased Premises in accordance with the Security Documents and the rights of Lender as attorney-in-fact on behalf of the Company to cause the exercise of the Purchase Option (as defined in the Lease Agreement and evidenced by the Option Agreement) during the existence of an Event of Default (as defined in the Security Documents), and agrees that the execution, delivery and recording of, and performance under, the Security Documents does not and will not constitute a default under the Lease Agreement.

In the event that Lender attempts to obtain title to the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of the Pre-Transfer Liens, the Company and City shall, upon receipt of written notice thereof, cooperate with Lender in executing a deed, deed in lieu of foreclosure, bill of sale and/or such other conveyance instrument or consent to such foreclosure, replevin, sale, transaction or other action or proceeding as Lender may reasonably request and that will assist or effectuate the transfer of title to the Leased Premises to Lender.

2. Notice and Opportunity to Cure; Nondisturbance. If any default or breach under the Lease Agreement occurs (a "Company Default"), then the City shall promptly provide Lender a notice describing in reasonable details such Company Default and the potential remedies to be pursued in connection therewith (a "Default Notice"). The City shall accept Lender's cure of any Company Default at any time until the later of (i) 30 days after provision of the Default Notice (or if the Lender reasonably cannot cure the Company Default within such 30-day period, then the period to cure shall be extended to the period reasonably required to effect the cure), or (ii) the expiration of any applicable cure period provided under the Lease Agreement. At any time after the occurrence of a Company Default and before expiration of the applicable cure period set forth herein or in the Lease Agreements, (a) the City shall not terminate the Lease Agreements, accelerate rent, or otherwise interfere with Company's or the Lender's possession or quiet enjoyment as long as the Lender otherwise complies with its obligations under this Agreement and (b) the Lender may enter or use the Leased Premises to seek to cure a Company Default. Notwithstanding the foregoing, Lender has no obligation to cure a Company Default.

3. Recognition, Non-Disturbance and Attornment. If any transfer of the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of a Security Document or deed or assignment in lieu thereof (a "Transfer") occurs, upon receipt of written notice setting forth in reasonable detail the terms of the Transfer, the Company and City shall recognize the transferee(s), including Lender ("Successor"), as the tenant or lessee under the Lease Agreements upon the same terms, provisions and conditions as are set forth in the Lease Agreements. If the City shall have received written notice from Successor that Successor has succeeded to the interest of the Company under the Lease Agreements or otherwise has the right to use or occupy the Leased Premises or to require the Company or City to perform its obligations under the Lease Agreement, the City shall perform

all of the obligations of lessor pursuant to the Lease Agreements for the benefit of Successor and shall not disturb the possession of Successor so long as no the Company Default exists beyond any applicable notice and cure period. Successor shall attorn to the City and recognize all of the rights of the City under the Lease Agreement, and the Lease Agreements shall continue in full force as a direct lease between City and Successor, and the respective executory rights and obligations of City and Successor, to the extent of the then-remaining balance of the term of the Lease Agreements, shall be and are the same as set forth therein. This recognition, non-disturbance and attornment shall be effective and self-operative, without the execution of any further instrument on the part of any of the parties hereto, immediately upon Successor succeeding to the Company rights under the Lease Agreement.

4. Amendments to Lease Agreement. Without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, neither the Company nor City shall (a) enter into any agreement amending, modifying or terminating the Lease Agreements or (b) request a waiver by the Company of City's rights or remedies or by City of the Company's rights and remedies under the Lease Agreements.

5. Limitation on Lender's Performance and Liability. The Company and City acknowledge that (a) Lender shall not have any duty, liability or obligation whatsoever under the Lease Agreements unless and until Lender, as Successor, succeeds to the Company's rights under the Lease Agreements or obtains possession of the Leased Premises under the terms of the Security Documents and (b) Successor shall have no duty, liability or obligation whatsoever under the Lease Agreements unless such duty, liability or obligation accrues during the period after Successor succeeds to the Company's rights under the Lease Agreements or obtains possession of the Leased Premises under the terms of the Security Documents.

6. City Bankruptcy. Upon the filing by or against the City of a petition pursuant to applicable provisions of the United States Code relating to bankruptcy as now constituted or hereafter amended or under any other applicable Federal or State Bankruptcy law or other similar law (hereinafter referred to as the Bankruptcy Code), and the subsequent rejection of the Lease Agreements by City, the Company shall not, without the prior written consent of the Lender (i) elect to treat the Lease Agreements as terminated pursuant to Section 365(h)(i) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Lease Agreements the amount of any damages caused by the City's rejection of the Lease Agreements. The Company shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Lender copies of all notices, summonses, pleadings, applications and other documents received by the Company in connection with such petition or proceeding by the City.

7. Notices under Lease Agreements. Pursuant to the terms hereof, the Company and City, as applicable, shall give Lender, concurrently with giving any material notice to the Company and City, as applicable, a copy of any such notice given to the Company and City, in the manner set forth below. No such notice given to the Company by City or to City by the Company which is not concurrently given to the Lender shall be valid or effective for any purpose with respect to the Lender to which the Company or City, as applicable, fails to give such notice.

8. Miscellaneous.

(a) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with .pdf copy attached and confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on **Exhibit B**, or such other address for a party as specified in a notice given in accordance with this Section.

(b) **Interpretation.** For purposes of this Agreement, (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(c) **Entire Agreement.** This Agreement and the Lease Agreement contain all of the terms and conditions of the parties’ agreement regarding the subject matter set forth herein. If there is any conflict between the provisions of this Agreement and those of the Lease Agreement, the provisions of this Agreement shall prevail.

(d) **Amendments and Modifications; Release.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Upon full payment of the Loan, the Lender shall promptly execute and deliver to the Company upon request a release of this instrument in recordable form, if this Agreement has been recorded.

(e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege

hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(f) **Governing Law.** This Agreement shall be governed by the law of the State of Arkansas, without regard to the choice of law rules of that State.

(g) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(i) **Counterparts and Original Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other form of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the Company promptly after execution.

9. Waiver of Jury Trial. EACH OF THE LENDER, THE COMPANY, AND TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE LENDER AND THE COMPANY AND ANY EMERGENCY STATUTE OR ANY OTHER STATUTORY REMEDY.

10. Subordination in Bankruptcy. If one or more of the Lease Agreements are at any time determined to be a secured financing by a court of competent jurisdiction, then the Company and City, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the City securing the obligations of the Company under the Lease Agreements, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor of the Lender under the Security Documents (i) anything to the contrary contained in any agreement or filing to which the Company may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between the Company and Lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of the Lender are otherwise subordinated, voided, avoided, invalidated or lapsed. Notwithstanding any failure by Lender to perfect its security interests in the Project or the Leased Premises or any avoidance,

invalidation or subordination by any third party or court of competent jurisdiction of the security interests in the Project or the Leased Premises granted to the Lender, the priority and rights as between the Lender and the City with respect to the Project or the Leased Premises shall be as set forth herein.

11. Validity of Lender's Liens. To the extent permitted by law, the City shall not object to or contest, or support any other person in contesting or objecting to, in any proceeding (including any bankruptcy proceeding), the validity, extent, perfection, priority or enforceability of any security interest in the Project or the Leased Premises granted to Lender.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

CITY:

CITY OF OSCEOLA, ARKANSAS,
an Arkansas municipality

By: _____
Joe Harris, Jr., Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **JOE HARRIS, JR.** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires:

(SEAL)

COMPANY:

[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC], Lessee
a _____ [corporation][limited liability company]

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss:

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of **[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC]**, a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

LENDER:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of **[Lender]**, a _____, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

Exhibit A

Description of Leased Premises

Fee and leasehold interests in real estate, buildings, machinery, equipment, furnishings, other personal property, and fixtures financed with proceeds of the [not to exceed \$800,000,000 in the aggregate] City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project) Series 20__ (the “Bonds”), located on the Real Property (described on Exhibit B), including, but not limited to:

All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property relating to the manufacture, refinement or processing of steel, and all related or ancillary improvements and equipment.

The Leased Premises is located in Mississippi County, Arkansas and described as follows:

[To be inserted]

Exhibit B

Notices

1. If to Company:

[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC]

Attention: _____

With a copy to:

[[HYBAR LLC][GREEN & CLEAN HOLDINGS LLC][GREEN & CLEAN POWER LLC][GREEN & CLEAN TERMINALS LLC] or a different affiliate of Hybar LLC]

Attention: General Counsel

2. If to [Lender]:

[Lender]

Attention: _____
E-mail: _____

With a copy to:

[To be inserted]

3. If to City:

CITY OF OSCEOLA, ARKANSAS

303 West Hale Avenue
Osceola, Arkansas 72370

Attention: Mayor

With a copy to:

City Attorney
303 West Hale Avenue
Osceola, Arkansas 72370

ORDINANCE NO. 2023-__

(Hybar PILOT Project)

AN ORDINANCE AMENDING ORDINANCE NO. 2023-06 OF THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS; MODIFYING THE PERIOD OF ABATEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the “City”) is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, each as amended from time to time (collectively, the “Act”), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, in Ordinance No. 2023-06, duly adopted on March 20, 2023 (the “Original Ordinance”), the City agreed to issue its Taxable Industrial Development Revenue Bonds ([Hybar LLC][Green & Clean Holdings LLC][Green & Clean Power LLC][Green & Clean Terminals LLC] Project), Series 20[23], in one or more series as each are specifically designated, in the aggregate principal amount of not to exceed \$800,000,000.00 (collectively, the “Bonds”) to support the development of an industrial project relating to the manufacture, refinement or processing of steel by Hybar LLC, Green & Clean Holdings LLC, Green & Clean Power LLC, Green & Clean Terminals LLC, or a different affiliate of Hybar LLC (the “Company”); and

WHEREAS, the Original Ordinance approved forms of a Lease Agreement, a Payment in Lieu of Taxes Agreement (the “PILOT Agreement”), a Bond Purchase Agreement, a Trust

Indenture, and a Recognition of Prior Interests, Nondisturbance and Attornment Agreement (collectively, the “PILOT Bond Documents”); and

WHEREAS, the City and the Company have mutually agreed to extend the term of the PILOT Agreement from twenty (20) years to thirty (30) years; and

WHEREAS, copies of the PILOT Bond Documents incorporating the thirty (30) year term have been presented to and are before this meeting, and a copy of each are on file with the City Clerk and available for inspection by any interested person.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

Section 1. The Original Ordinance is hereby amended to modify the term of the PILOT Agreement from twenty (20) years to thirty (30) years. The percentage of abatement remains unchanged at 65%. To evidence the change in the period of abatement, modification of the forms of the PILOT Bond Documents approved in substantially final form in the Original Ordinance are hereby approved. The modified PILOT Bond Documents are hereby approved in substantially the forms submitted to this meeting, with such changes as shall be approved by such persons executing the respective documents, their execution to constitute conclusive evidence of such approval.

Section 2. Ratification. All other terms and provisions of the Original Ordinance not modified herein are hereby ratified and shall remain in full force and effect.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 4. *Repealer.* All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: April 17, 2023

ATTEST:

APPROVED:

Jessica Griffin, City Clerk

Joe Harris, Jr., Mayor

[S E A L]

RESOLUTION NO. 2023-

**A RESOLUTION APPROVING HIRING KELLEY COMMERCIAL PARTNERS FOR
PROFESSIONAL SERVICES**

WHEREAS, Kelly Commercial Partners will help develop retail business development and projects to help expand tourism; and

WHEREAS, Kelly Commercial Partners possess professional expertise in professional real estate services, and consulting services with government relations; and

WHEREAS, Kelley Commercial Partners agrees to perform professional services in connection with Real Estate and other consulting roles for the City's use; and

WHEREAS, Kelley Commercial Partners charges shall not exceed \$2,000 per month without prior approval; and

NOW THEREFORE, BE IT

RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the

Mayor is hereby authorized to sign a contractual agreement with Kelley Commercial Partners.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2023.

Joe Harris Jr., Mayor

ATTEST

Jessica Griffin, City Clerk

Assistant



**KELLEY COMMERCIAL
PARTNERS**

CHAINLINKS
RETAIL ADVISORS

AMO

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective the 23rd day of February, 2023 ("Effective Date") by and between the City of Osceola, Arkansas (the "City"), having an address of 303 W Hale Avenue, Osceola, Arkansas 72370 and Kelley Commercial Partners, Inc., (the "Consultant") an Arkansas Corporation, with its principal place of business located at 425 West Capitol Avenue, Suite 300, Little Rock, Arkansas (hereinafter the City and Consultant collectively the "Parties"),

WHEREAS, City intends to develop its existing operations through, among other things, real estate sales, leasing, development, contract negotiation assistance, retail business development and projects to expand tourism.

WHEREAS, Consultant possesses professional expertise in professional real estate services, consulting services and governmental relations;

WHEREAS, City agrees to engage Consultant and Consultant agrees to perform professional services in connection with Real Estate and other consulting roles for the City's use as set forth herein.

Article 1. Scope of Services and Compensation

1.1 City agrees to engage Consultant on a non-exclusive basis to perform or cause to be performed certain professional services related to Real Estate and Consultant roles for City's use and pay Consultant compensation for such services all as set out in Exhibit "A" entitled "Scope of Services and Compensation" attached hereto and incorporated herein by reference. Services shall be performed to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions. The City approves Consultant utilizing approved subcontractors and/or vendors as part of its work, including without limitation Tracey Rancifer of Ausum Realty.

Article 2. Term

2.1 The term of this Agreement shall commence upon the Effective Date and end on December 31, 2025. Upon consent by both parties in writing, this Agreement may be extended for one three-year term.

Article 3. Payment

3.1 The Consultant shall submit a valid monthly invoice to the City within 30 days of completion of services described in Exhibit "A" for each monthly period. The City will make monthly payment within 30-days of its receipt of each valid monthly invoice.

Article 4. Termination

4.1 Either party to this Agreement may terminate the agreement on thirty (30) calendar day's written notice, which notice shall be provided in writing and deemed to be fully given upon receipt at the Parties' addresses provided herein or at such other addresses as the Parties may provide in writing to the other from time to time.

4.2 If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.



4.3 Regardless of how the Agreement is terminated, Consultant will affect an orderly transfer to City or to such persons as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, and other materials or information produced as a result of or pertaining to the services rendered by Consultant. Any record retention shall be completed within thirty (30) calendar days of written termination notice. Final payment of compensation due or to become due to Consultant is conditioned upon delivery of such documents, if requested.

4.4 Upon receipt of a written termination notice, Consultant shall cease all work. City will reimburse Consultant for approved time and materials reasonably expended to accomplish the services performed up to the point of termination notice receipt. Within thirty (30) calendar days of the effective date of completion or termination or expiration of this Agreement, Consultant shall submit to City its claim for monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said thirty (30) calendar days shall negate any liability on the part of the City and constitute a waiver by Consultant of any and all right or claim to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

Article 5. Alterations or Additional Services

5.1 Changes to this Agreement may be accomplished by the issuance of a mutually approved written amendment hereto. Amendments may involve increases or decreases in the City's requirements and compensation therefore. No effort shall be incurred by Consultant or paid for by the City, beyond the agreed upon scope of work, amounts negotiated, or the associated period of performance without a formal written amendment executed between the Parties to this Agreement.

Article 6. Work Product and Retention

6.1 All work product, including, but not limited to, documents, strategic material, plans, correspondence, agreements, and all parts thereof, which are prepared or obtained in the performance of this Agreement are and will be the exclusive property of the City. There will be no limitations upon the City as to subsequent use of the materials, plans, or ideas incorporated into the work product and the City will have the full and free right to use such property at its discretion, either directly or through agents or otherwise without further compensation paid to Consultant; however, the City does agree to release Consultant of any liability related to the reuse of the materials by others.

6.2 Consultant shall retain any and all documents and material produced as a result of services provided hereunder for a period of two (2) years (hereafter referred to as "retention period") from the date of termination of this Agreement. If, at the end of the retention period, there is litigation or other questions arising from this documentation or the services provided, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period.

Article 7. Adherence to Laws

7.1. This Agreement will be construed in accordance with the laws of the State of Arkansas. The parties hereto agree that any action related to this Agreement will be brought solely in the District Court of Pulaski County, Arkansas. Each provision and clause required by state and federal law to be inserted into the Agreement will be deemed to be included herein and the Agreement will be read and



enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement will be mutually amended to make such insertion, on application by either party.

7.2. Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it shall neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any state or federal laws, decrees, rules, or regulations in effect, including any ordinances or codes of the City; or (ii) would have the effect of causing the City to be in violation of any state or federal laws, decrees, rules, or regulations, including any ordinances or codes of the City. The Consultant will protect, defend and indemnify the City against any claim or liability from or based on any violation of the same.

7.3 Consultant agrees that in connection with this Agreement, it shall not, directly or indirectly, give, offer, or promise, or authorize to be given, offered, or promised, anything of value to any entity or individual with the intent to (i) influence any act or decision of such entity or individual, or (ii) induce such entity or individual to use their influence to affect or influence any act or decision in order to assist the City. Consultant agrees to notify the City immediately of any solicitation, demand, or other request for anything of value, by or on behalf of any entity or individual, relating to the subject matter of this Agreement.

Article 8. Confidentiality

8.1 As part of the total compensation which the Authority has agreed to pay Consultant for the services to be rendered under this Agreement, Consultant agrees that all finished and unfinished material which are produced by Consultant are, and will remain, the property of the City. Consultant shall not use such work products for Consultant's purposes unless Consultant receives advanced written permission from the City.

8.2 Commercial, financial, proprietary and confidential information relating to this Agreement, which is gathered or exchanged by the Parties prior to or during the term of this Agreement shall be maintained in confidence and such information shall not be utilized except for the purposes of the work activity of this Agreement. Such shared information will not be disclosed to any third party except as there is a good faith need to know in the ordinary course of business until the expiration of the confidentiality period, which is deemed to be five years from the date of this Agreement.

8.3 The Parties acknowledge that the City is a public entity and subject to the Arkansas Freedom of Information Act, therefore any information in the City's possession or control may be subject to disclosure, including documents related to the City's business in the possession of Consultant. Any confidential information that is written, other than that prepared specifically for or by Consultant, will be returned to the City immediately upon the City's re-request and Consultant will retain no copies. Notwithstanding anything stated above, in the event that Consultant is required or requested to disclose any information provided to it by the City in connection with a request to Consultant pursuant to the Arkansas Freedom of Information Act, Consultant will in advance of such disclosure provide the City with prompt notice of such request to provide an opportunity to object.

Article 9. Consultant's Accounting Records

9.1 Consultant shall keep accurate accounting records related to performance of all work performed under the Agreement and cause its sub-consultants to do the same. All such records shall be kept by Consultant for a period of not less than three (3) years and shall be made available to the City, and/or any designated agent of the City for inspection, audit, or copying upon reasonable request.



**KELLEY COMMERCIAL
PARTNERS**

Article 10. Insurance

10.1 Consultant shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage below listed in not less than the following amounts:

- a. Professional Liability
 - \$2,000,000 each occurrence
 - \$2,000,000 per claim
 - to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services and if written on a claims made basis shall provide coverage for an additional 24 months after completion date of contract.
- b. Commercial General Liability
 - Personal injury and property damage:
 - \$1,000,000.00 combined single limit each occurrence and
 - \$2,000,000.00 aggregate
 - Bodily injury and property damage:
 - \$500,000.00 combined single limit any one accident.
 - Umbrella Liability
 - \$1,000,000.00

Article 11. Independent Contractor Status

11.1 Consultant shall provide to the City the personal and technical consulting services hereunder. Consultant shall act in accordance with its own expertise, experience, manner, and methods and through its own duly authorized employees or agents and shall comply with all applicable laws, rules, and regulations governing the performance of services. The parties recognize that Consultant is an independent contractor and not an employee, agent, partner, joint venture affiliate, or legal representative of the City. Consultant at no time will hold itself out as an agent, subsidiary, or affiliate of the City for any purpose, and shall have no authority to bind the City to any obligation. The personnel performing the services shall at all times be under Consultant's exclusive direction and control and will be employees of Consultant and not employees of either an employee leasing firm or the City.

11.2 Consultant's personnel assigned to the project shall possess sufficient skills and expertise and provide any certification(s) to prove qualifications as required to satisfactorily meeting all specifications and obligations of Consultant under this Agreement consistent with consultants providing similar types of services in the industry. The City retains the right to reject or require Consultant to remove any employee whose qualifications or performance that, in the City's good faith and reasonable judgment, do not meet the standards established by both Parties necessary for performance of the services hereunder. Consultant agrees that it shall obtain the written consent of the City prior to modifying, changing and/or deleting any key personnel assigned to this project. The roles of Hank Kelley, Gary Smith and Jim Dailey, as key personnel assigned to this project, have been approved by the City. No such approval will relieve the Consultant from any of the obligations of this Agreement with the City.

11.3 Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.



**KELLEY COMMERCIAL
PARTNERS**

Consultant shall be liable for failure to pay such taxes and hereby indemnifies and agrees to hold the City harmless from and against any loss, cost, or expense incurred by the City due to failure of consultant to withhold any such taxes or to make such contributions in respect to any compensation the City pays to consultant.

Article 12. Miscellaneous.

12.1 Notice or other formal communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given upon receipt at the following addresses or such other address as the parties may provide in writing to the other from time to time.

If to City:

City of Osceola
c/o Mayor Joe Harris
P.O. Box 443
Osceola, AR 72730

If to Consultant:

Kelley Commercial Partners
425 W. Capitol Avenue, Suite 300
Little Rock, Arkansas 72201

12.2 Waiver of Breach: The waiver by either Party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor will such a waiver act to bar the enforcement of any subsequent breach. No waiver, change, or modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party.

12.3 Third Party Beneficiaries: No provision of this Agreement will in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

12.4 Assignment: The Consultant shall not assign the services, or any part thereof, without prior written consent of the City, nor shall Consultant assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of the City has been obtained. No right under this Agreement, nor claim for any money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any attempted assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of the City.

12.5 Entire Agreement: This Agreement, which constitutes the entire agreement between the City and Consultant and supersedes all previous agreements, whether oral or written. This Agreement will not be modified or amended except by a written document signed by the Parties hereto. The formal solicitation documents used to create this award are hereby incorporated. If this Agreement and formal solicitation have conflicting provisions, the Agreement will take precedence.

12.6 Prompt Action: The parties hereto mutually represent and warrant to each other that they will use their best efforts and reasonable diligence to satisfy their responsibilities under this Agreement in a timely and professional manner.



12.7 Force Majeure: Neither the City nor Consultant will be considered to be in default of this Agreement if delays in or failure of performance is due to any cause of Force Majeure. The party adversely affected by a Force Majeure will use best efforts to mitigate the impact of the Force Majeure. The term Force Majeure means any event that is beyond the reasonable control of the non-performing party (including delays caused by the other party or third parties acting on behalf of the other party) and that results in the prevention or delay of performance by a party and any Act of God including, but not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism, strikes, or other labor disturbances, and judicial restraint or inability to procure permit, licenses or authorizations from any state, local, or federal agency for any of the supplies, materials, accessories, or services required to be provided by either the City or Consultant under this Agreement.

12.8 Headings: The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive legal significance interpreting this Agreement.

12.9 Permits, Licenses and Registrations: Consultant shall obtain all necessary permits, registrations, licenses, and any other forms of documentation required relating to the services at its sole cost unless the law or regulation governing such permitting, licensing, or registration requires that the City do so. Upon request, the Consultant shall promptly furnish the City copies of all permits, registrations, licenses, or other documentation applicable to this Agreement.

12.10 Severability: If any clause or provision of the Agreement is held invalid, illegal or unenforceable under present or future federal, state, or local laws, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of the Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement.

12.11 The Parties hereto represent and warrant that they are authorized and qualified to conduct business in the State of Arkansas and the execution delivery and performance of this Agreement has been duly authorized and this Agreement constitutes the legal, valid and binding obligations of the Parties, enforceable against the Parties in accordance with its terms.

[Signature page to follow]



**KELLEY COMMERCIAL
PARTNERS**

IN WITNESS WHEREOF, Authority and Consultant have executed this Agreement effective as of the date first written above.

CITY:

CONSULTANT:

CITY OF OSCEOLA

KELLEY COMMERCIAL PARTNERS

By: _____

By: HANK C KELLEY, JR.

Name: Joe Harris, Jr. - Mayor of Osceola

Name: HANK C KELLEY, JR.

Title: _____

Title: CEO

Date: _____

Date: 2/23/2023



EXHIBIT "A"

Scope of Services and Compensation

Pursuant to the terms and conditions of this Agreement, Consultant will solicit, negotiate and provide real estate and consulting services on a non-exclusive basis and as needed on behalf of the City. If the City is approached regarding a parcel of real estate not previously identified by Consultant, or otherwise identifies potential acquisition property without the assistance or participation of Consultant, the City will have the option, but not the obligation, to enlist the services of Consultant or purchase the property outside the terms of this Agreement. The City will provide Consultant with information reasonably necessary to enable Consultant to provide adequate real estate and consulting services. The scope of engagement includes the following services:

1. REAL ESTATE:

- Identify industrial, retail, and office needs, and begin outreach to prospects.

2. TOURISM:

- Identify existing tourism assets and connection opportunities. Ex. Wilson, Johnny Cash, Hampson State Park and museum, Sultane, etc.
- Historic Downtown
- Regular Music on the square
- Work with Arkansas Tourism and Regional Tourism Association.

3. VISIONING:

- Work with Mayor and Staff to identify short term goals
- Small improvements: fix a block, sidewalk and store fronts
- Take several storefronts and offer the space to start up entrepreneurs ... city to help with clean up fixup.
- Start on bike paths ... one block or mile at a time. Look for business partners and naming rights.
- Grant opportunities ... Walton Foundation ...(must have a plan) example connect to Delta Heritage Trail
- Create business opportunities that fit the overall goals
- A&P tax and other revenue resources.
- Housing: HUD market rate and subsidized. City to start the process... build one house
- Work on ordinances to force owners to fix up or give to the city.
- Work on a plan with US Steel as a possible partner
- Develop a target resource list ... ASU, State, Fed, private
- Longer term: Community Goal setting process.



**KELLEY COMMERCIAL
PARTNERS**

In consideration of the services provided by Consultant, Authority will pay to Consultant the following rate schedule:

\$175.00 (ONE HUNDRED SEVENTY-FIVE) per hour for work performed by Kelley Commercial Partners principals Jim Dailey, Hank Kelley, and an additional Agent if needed. A rate of **\$90.00** per hour will apply for support staff. Billable hours shall not exceed an average of \$2,000.00 per month without City approval.

Fees will be billed in **30-minute** increments and on a monthly basis. In the event the City closes on a real estate transaction under this agreement that involves Consultant's participation as a broker, any net commissions received by Consultant as a result of such real estate transaction, on a project by project basis, shall be a credit on the City's account with Consultant in an amount equal to the amount of fees paid to Consultant related to marketing of the property for each project. This is to be applied against any outstanding amount due from the City or against fees due in the future for each project. If at the time the project is completed or terminated and a related project as defined by the Mayor of the City is initiated, the Consultant will provide a credit balance to the related project. Net commissions shall be defined as the portion of the commission received by Consultant for its relative position in a transaction, (buyer agent or seller agent). Each project shall be defined by the Mayor of the City.

Time expended on marketing of the property is defined as time related to creation of marketing material, presentations made to prospects, work related to the creation of offers and work related to the closing of a sale or lease contract.

Time that is billed on community development activities or non-marketing related activities or on sale of property or on procurement of property that does not involve a commission will not be subject to reimbursement. Example: a parcel needs an easement acquired for utilities and or access and if Kelley Commercial Partners works on procurement or planning related activities then this time is independent.

Consultant will disclose to the City the estimated amount of commissions or other fees and disclose the nature of Consultant's right to receive same (for example, as listing broker, participating broker, etc.). In all cases where dual agency may be involved, the Consultant shall make full disclosure of all relevant facts and circumstances at the time the property is identified to the City. Commission rate shall not exceed 6% unless approved by the City.

Reimbursable expenses and fees for work performed by third parties and persons not specifically named as Kelley Commercial Partners principals herein will be payable only when such expenses and fees are approved by the City in advance of the incurrence of same in writing. In addition, time and fees associated with administration and marketing must be approved in advance.

In transactions involving the sale or lease of City property that may be listed with Kelley Commercial Partners, the City and Kelley Commercial Partners shall negotiate the terms thereof separately prior to entering into such agreement. The City shall not be obligated to list its property with Kelley Commercial Partners but may do so at its option.

Compensation outlined herein shall be the sole compensation due for the entire services provided under this Agreement.

The parties hereto reserve the right to amend the above Scope of Services and Compensation from time to time under mutually agreed terms written and acknowledged by both parties.

Resolution #: 2023-

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF
OSCEOLA, ARKANSAS / WILSON, ARKANSAS TO ENTER INTO AN AMBULANCE
SERVICE AGREEMENT WITH CRITTENDEN EMS FOR AMBULANCE SERVICES FOR
THE CITY OF OSCEOLA / CITY OF WILSON**

WHEREAS, following a regional search conducted in partnership by the City of Osceola, City of Wilson, and others from South Mississippi County, the City of Osceola and City of Wilson, Arkansas, have reached a verbal Ambulance Service Agreement with Crittenden EMS, to provide ambulance services to the residents of Osceola and Wilson; and

WHEREAS, the Mayor of the City of Osceola / City of Wilson, upon receipt of advice and consultation from the City Attorney, intend to draft a formal Ambulance Service Agreement and have determined that it is in the best interests of the citizens of Osceola / Wilson to authorize the execution of the same.

NOW, THEREFORE, BE IT RESOLVED, in connection with the receipt of a verbal Ambulance Service Agreement with Crittenden EMS, the City Council hereby authorizes the Mayor and the City Clerk–Treasurer to execute a formal agreement and all other measures to execute any and all other documents necessary in connection therewith.

PASSED and APPROVED this 17th day of April, 2023.

Joe Harris Jr., Mayor

ATEST

Jessica Griffin. City Clerk

Adress of Property	Legal Description	Parcel #	Mailing Address
405 CENTER	W84' LOT 21 OF TOWN LOTS WEST OF LEVEE ADD OF 31-13-11	301-02609-000	113 DIANNE DR, OSCEOLA, AR 72370
417 419 CENTER AVE	E 84' OF E 140' OF LOT 21 TOWN LOTS WEST	301-02606-100	113 DIANNE DR, OSCEOLA, AR 72370
421 CENTER AVE	E56' OF E140' OF LT 21 OF TOWN LOTS WEST OF LEVEE 31-13-11	301-02606-000	113 DIANNE DR, OSCEOLA, AR 72370
415 419 E BOWEN	E137' W265' S68' LT 1 415 & 419 E BOWN TOWN LOTS WEST 415-419 WEST BOWEN	301-02553-000	200 WATSON AVE, OSCEOLA, AR 72370
408 - 412 E Bowen	E100' N85' LOT 3 TOWN LOTS WEST 408-412 BOWEN	301-02567-000	200 WATSON AVE, OSCEOLA, AR 72370
613 & 615 E JOHNSON	S86' W 100' LT 2 TOWN LOTS WEST 613 E JOHNSON 613 E JOHNSON	301-02555-000	751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289
420 BOWEN	LT 1-2 RPLT LT 2 TOWN LOTS WEST 420 BOWEN 420 BOWEN	301-02563-000	751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289
418 BOWEN	LOT J-2 REPLAT LOT 2 TOWN LOTS WEST OF LEVEE ADD 31-13-11 418 BOWEN	301-02564-000	751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289
421 423 425 BOWEN	W 155' E278' S68' LT 1 TOWN LTS WEST 421, 423, 425 BOWEN 421-423-425 BOWEN	301-02554-000	751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289
422 BOWEN	LOT H-2 REPLAT LOT 2 TOWN LOTS WEST 422 BOWEN	301-02562-000	751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289
106 DIXON	LOT 11 BLOCK K HIGHLAND ADD	301-01648-000	601 CHILDRESS, OSCEOLA, AR 72370
427 BOWEN	W61' E123' S68' LOT 1 TOWN LOTS WEST 427 BOWEN	301-02554-001	112 W GREENBRIAR DR, OSCEOLA, AR 72370
416 BOWEN	LOT K-2 REPLAT LOT 2 OF 31-13-11 416 BOWEN	301-02565-000	3202 CEDAR RIDGE COURT, FRIENDSWOOD, TX 77546
701 E JOHNSON	LT D-2 RPLT LT 2 TOWN LOTS WEST 701 E JOHNSON	301-02558-000	PO BOX 531074 SAN DIEGO CA 92153
414 CENTER	E110' W300.5' LOT 14 TOWN LOTS WEST	301-02602-200	P.O. BOX 442, LYON, MS 38645
423 W HALE	LTS 6&7 BLK 21 TOWNSITE ADD 423 W HALE	301-02805-000	423 W HALE, OSCEOLA, AR 72370
414 418 SEMMES AVE	E121' W228' N128' LOT 1 TOWN LOTS WEST 414-418 WEST SEMMES	301-02553-002	P.O. BOX 831, OSCEOLA, AR 72370
106 E OT WILLIAMS	LOT 29 BLOCK J HIGHLAND ADD	301-01635-000	601 CHILDRESS, OSCEOLA, AR 72370
400 W FORD	LTS 12, 13 & 14 BLK 21 & S10' TOWNSITE ADD 400 W FORD ALLEY N OF LOTS 12, 13 & 14 OF 36-13-10	301-02806-000	117 W ALICIA ST, OSCEOLA, AR 72370

pRESOLUTION NO. 2023-

CITY OF OSCEOLA, ARKANSAS

A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 405 CENTER IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES; AND FOR OTHER PURPOSES.

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **W84' LOT 21 OF TOWN LOTS WEST OF LEVEE ADD OF 31-13-11** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-02609-000 and more commonly known as 405 CENTER, Osceola, Arkansas)

A copy of the Resolution shall also be mailed to **113 DIANNE DR, OSCEOLA, AR 72370**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement
303 West Hale Avenue P.O. Box 443
Osceola, AR 72370
Phone (870) 563-5245
Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Ray Woodson
113 Diane Dr
Osceola, Arkansas 72370

Subject Property: ~~405 Center, Osceola, Arkansas~~ Parcel #301-02609-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



WOODSON RAY

405 CENTER
OSCEOLA, AR 72370-3410




Basic Information

Parcel Number: 301-02609-000

County Name: Mississippi County

Property Address: WOODSON RAY
405 CENTER
OSCEOLA, AR 72370-3410
[**Map This Address**](#)

Mailing Address: WOODSON RAY A
113 DIANE DR
OSCEOLA AR 72370

Collector's Mailing Address : WOODSON RAY A
113 DIANE DR
OSCEOLA, AR 72370

Total Acres: 0.09

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: 21/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: W84' LOT 21 OF TOWN LOTS WEST OF LEVEE ADD OF 31-13-11

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary

2/28/23, 8:34 AM

WOODSON RAY-301-02609-000 - ARCountyData.com

E Washington Ave

±

=

E Washington Ave

Center Ave

Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.09 acres [3,920 sqft]	84	46			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	500	100
Total Value: ⓘ	2,500	500
Taxable Value: ⓘ		500
Millage:		0.0564
Estimated Taxes: ⓘ		\$28.20
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Delinquent	\$37.31	\$0.00	\$37.31
<u>2020</u>	Delinquent	\$37.32	\$0.00	\$37.32
<u>2019</u>	Delinquent	\$37.32	-\$37.32	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>7001315</u>	Delinquent	2019	9/2/2021	\$0.00	\$0.00	\$326.71	\$326.71

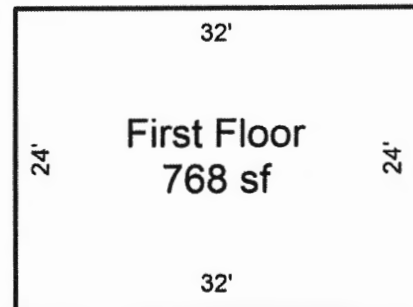
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
1/28/2019	1/28/2019	1,500	GREEN, RICKEY L & RAY L	WOODSON RAY	2019	00645	
10/11/2013	10/9/2013	0	WOOD, VERNON	GREEN, RICKEY L & RAY L	2013	6114	
1/4/2005	1/4/2005	0	MULLEN, THURSTLE	WOOD, VERNON	296	163-165	
5/5/2004	5/5/2004	0	UNION PLANTERS BANK	MULLEN, THURSTLE	291	654-656	
3/22/2004	3/22/2004	0	HARKNESS, WILLIAM	UNION PLANTERS BANK	291	237-245	CD(CORRECTION DEED)
11/1/2001	11/1/2001	0	UNION PLANTERS BANK	HARKNESS, WILLIAM	278	17-18	WD(WARRANTY DEED)
11/13/2000	11/13/2000	0	TURNER, CARLOS	UNION PLANTERS BANK	272	701-705	CD(CORRECTION DEED)
7/30/1999	7/30/1999	0	GUST, ARTHUR B JR	TURNER, CARLOS	265	262	WD(WARRANTY DEED)
1/8/1999	1/8/1999	0	GUST, ARTHUR B JR	GUST, ARTHUR B JR	261	783	
11/1/1990	11/1/1990	0	GUST, ARTHUR B JR & ELEANOR M	GUST, ARTHUR B JR	225	278	RD(REDEMPTION DEED)
5/1/1987	5/1/1987	0	HAMRICK, JOAN H	GUST, ARTHUR B JR & ELEANOR M	211	174	
1/1/1987	1/1/1987	0	FOX, JOHNNY W & CONNIE L	HAMRICK, JOAN H	209	480	
2/1/1984	2/1/1984	0		FOX, JOHNNY W & CONNIE L	199	344	
12/2/1983	12/2/1983	0	HAMRICK, CHARLES W		199	156	
12/2/1983	12/2/1983	0	HAMRICK, CHARLES W		199	156	
12/1/1983	12/1/1983	0	WELLMAN, BERNARD L & KATHLEEN	HAMRICK, CHARLES W	199	152	
10/1/1983	10/1/1983	0	HAMRICK, JOAN H	WELLMAN, BERNARD L & KATHLEEN	198	808	
2/1/1979	2/1/1979	0		HAMRICK, JOAN H	178	1	
2/1/1979	2/1/1979	0		HAMRICK, JOAN H	178	1	
4/2/1978	4/2/1978	0	HAMRICK, CHARLES & JOAN		174	282	
4/1/1978	4/1/1978	0	LANEY, DAVID & ELIZABETH	HAMRICK, CHARLES & JOAN	174	280	
9/2/1975	9/2/1975	0		LANEY, DAVID & ELIZABETH	163	490	
9/1/1975	9/1/1975	0			163	448	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

768 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

768 Basement Total SF

0

Occupancy Type: Single Family

Grade: D7-5

Story Height: 1 Story

Year Built: 1979

Effective Age: 33

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Closed Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 768 sq ft

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	CDW		1	CONCRETE DRIVEWAY
	FLAT DWG		1	

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 415 419 E BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E137' W265' S68' LT 1 415 & 419 E BOWN TOWN LOTS WEST 415-419 WEST BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02553-000** and more commonly known as **415 419 E BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **200 WATSON AVE, OSCEOLA, AR 72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement
303 West Hale Avenue P.O. Box 443
Osceola, AR 72370
Phone (870) 563-5245
Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Cannon, Jaylon
200 Watson
Osceola, Arkansas 72370

Subject Property: ~~415 E BOWEN OSCEOLA AR, AR~~ PARCEl #301-02653-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement







CANNON JAYLON

415 419 E BOWEN
OSCEOLA, AR 72315-6012



Basic Information

Parcel Number: 301-02553-000

County Name: Mississippi County

Property Address: CANNON JAYLON
415 419 E BOWEN
OSCEOLA, AR 72315-6012
[Map This Address](#)

Mailing Address: CANNON JAYLON D
200 WATSON AVE
OSCEOLA AR 72370

Collector's Mailing Address ⓘ: CANNON JAYLON D
200 WATSON AVE
OSCEOLA, AR 72370

Total Acres: 0.21

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: 1/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: E 137' W265' S68' LT 1 415 & 419 E BOWEN TOWN LOTS WEST 415-419 WEST BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary



Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.21 acres [9,147 sqft]	137	68			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	26,860	5,372
Total Value: ⓘ	28,860	5,772
Taxable Value: ⓘ		5,772
Millage:		0.0564
Estimated Taxes: ⓘ		\$325.54
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$201.31	-\$201.31	\$0.00
<u>2020</u>	Current	\$201.31	-\$201.31	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>5625</u>	Current	2021	6/1/2022	\$0.00	\$0.00	\$384.58	\$384.58
<u>6020</u>	Current	2020	6/30/2021	\$0.00	\$19,773.87	\$0.00	\$19,773.87

Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
4/27/2021	4/27/2021	0	T L ADAMS PROPERTIES LLC	CANNON JAYLON	2021	002784	QCD(QUIT CLAIM DEED)
3/10/2021	3/10/2021	0	T L ADAMS PROPERTIES LLC	T L ADAMS PROPERTIES LLC	2021	001430	
12/31/2020	12/31/2020	0	ADAMS, TRACY & LISA JOHN ADAMS	T L ADAMS PROPERTIES LLC	2020	08664	
5/17/2017	5/12/2017	0	ADAMS, LISA JOHN	ADAMS, TRACY & LISA JOHN ADAMS	2017	3008	
6/28/2012	6/27/2012	0	CHURCH TABERNACLE OF PRAISE	ADAMS, LISA JOHN	2012	3524	QCD(QUIT CLAIM DEED)
4/12/2012	4/11/2012	0	HARSHMAN RENTALS LLC	CHURCH TABERNACLE OF PRAISE	2012	2128	
10/12/2011	10/6/2011	0	HARSHMAN RENTALS LLC	HARSHMAN RENTALS LLC	2011	6214	
9/9/2011	9/22/2011	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2011	5693	
4/8/2011	4/8/2011	0	HARSHMAN RENTALS, LLC SALES CONTRACT	OSCEOLA, CITY OF	2011	2260	
6/11/2001	6/11/2001	0	HARSHMAN, SHIRLEY	HARSHMAN RENTALS, LLC SALES CONTRACT	276	26-31	
1/1/1992	1/1/1992	0	HARSHMAN, SHIRLEY	HARSHMAN, SHIRLEY	231	393	
2/1/1991	2/1/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, SHIRLEY	227	202	
2/1/1991	2/1/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, SHIRLEY	227	202	
12/1/1983	12/1/1983	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD & SHIRLEY	199	86	
10/1/1983	10/1/1983	0	MOORE, FAYE T	HARSHMAN, EDWARD & SHIRLEY	198	564	
1/1/1951	1/1/1951	0		MOORE, FAYE T			

Improvement Information

Residential Improvements

Residential Improvement #1



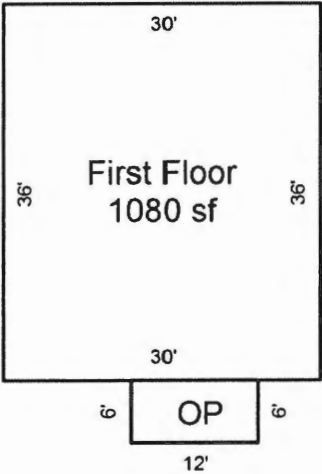
Living Area 1st Floor	1,032	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,032	Basement Total SF	0

Occupancy Type: Single Family
Grade: D5+5
Story Height: 1 Story
Year Built: 1983
Effective Age: 32
Construction Type: Std Frame
Roof Type: Asphalt
Heat / AC: Floor/Wall Furnace
Fireplace: 0 0
Bathrooms: 1 full 0 half
Foundation Type: Closed Piers
Floor Type: Wood Subfloor
Floor Covering: carpet:

1,032 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	72	6 x 12	OPEN PORCH

Residential Improvement #2



Living Area 1st Floor	1,080	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,080	Basement Total SF	0

Occupancy Type:	Single Family	
Grade:	D5-10	
Story Height:	1 Story	
Year Built:	1979	
Effective Age:	35	
Construction Type:	Std Frame	
Roof Type:	Asphalt	
Heat / AC:	Floor/Wall Furnace	
Fireplace:	0 0	
Bathrooms:	1 full 0 half	
Foundation Type:	Open Piers	
Floor Type:	Wood Subfloor	
Floor Covering:	carpet:	1,080 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	72	6 x 12	OPEN PORCH

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 408 - 412 E Bowen IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E100' N85' LOT 3 TOWN LOTS WEST 408-412 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02567-000** and more commonly known as **408 - 412 E Bowen, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **200 WATSON AVE, OSCEOLA, AR 72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Jaylon Cannon
200 Watson Ave
Osceola, AR 72370

Subject Property: ~~408 BOWEN OSCEOLA AR, AR~~ Parcel # 301 -02567-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement





CANNON JAYLON

408 -412 BOWEN
OSCEOLA, AR 72315-6012



Basic Information

Parcel Number: 301-02567-000

County Name: Mississippi County

Property Address: CANNON JAYLON
408 -412 BOWEN
OSCEOLA, AR 72315-6012
[**Map This Address**](#)

Mailing Address: CANNON JAYLON D
200 WATSON AVE
OSCEOLA AR 72370

Collector's Mailing Address ⓘ: CANNON JAYLON D
200 WATSON AVE
OSCEOLA, AR 72370

Total Acres: 0.20

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: 3/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: E100' N85' LOT 3 TOWN LOTS WEST 408-412 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary

±
=

Bowen Ave

140

[Leaflet](#) | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.20 acres [8,712 sqft]	100	85			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	29,655	5,931
Total Value: ⓘ	31,655	6,331
Taxable Value: ⓘ		6,331
Millage:		0.0564
Estimated Taxes: ⓘ		\$357.07
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$183.27	-\$183.27	\$0.00
<u>2020</u>	Current	\$183.27	-\$183.27	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>5625</u>	Current	2021	6/1/2022	\$0.00	\$0.00	\$384.58	\$384.58
<u>6020</u>	Current	2020	6/30/2021	\$0.00	\$19,773.87	\$0.00	\$19,773.87

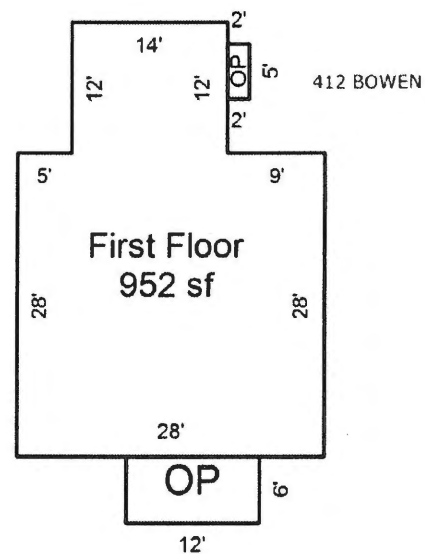
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
4/27/2021	4/27/2021	0	T L ADAMS PROPERTIES LLC	CANNON JAYLON	2021	002786	QCD(QUIT CLAIM DEED)
3/10/2021	3/10/2021	0	T L ADAMS PROPERTIES LLC	T L ADAMS PROPERTIES LLC	2021	001430	
12/31/2020	12/31/2020	0	ADAMS, LISA JOHN & TRACY ADAMS	T L ADAMS PROPERTIES LLC	2020	08664	QCD(QUIT CLAIM DEED)
10/4/2012	9/27/2012	12,000	STOVALL, WILLIAM WINDELL	ADAMS, LISA JOHN & TRACY ADAMS	2012	5359	WD(WARRANTY DEED)
1/10/2005	1/10/2005	18,000	HARSHMAN RENTALS, LLC	STOVALL, WILLIAM WINDELL	296	272-273	WD(WARRANTY DEED)
6/11/2001	6/11/2001	0	HARSHMAN, SHIRLEY	HARSHMAN RENTALS, LLC	276	26-31	QCD(QUIT CLAIM DEED)
2/1/1991	2/1/1991	0		HARSHMAN, SHIRLEY	227	202	
12/1/1983	12/1/1983	0	HARSHMAN, EDWARD W & SHIRLEY		199	86	
10/1/1983	10/1/1983	0		HARSHMAN, EDWARD W & SHIRLEY	198	564	
11/1/1980	11/1/1980	0			187	726	
2/1/1979	2/1/1979	0	GIBSON, MARSHA ANN		178	81	
7/1/1978	7/1/1978	0	GIBSON, MICHAEL L	GIBSON, MARSHA ANN	174	344	
7/1/1978	7/1/1978	0	GIBSON, MICHAEL L	GIBSON, MARSHA ANN	174	344	
7/2/1977	7/2/1977	0	MOORE, MITCHELL D	GIBSON, MICHAEL L	172	375	
7/1/1977	7/1/1977	0	ALEXANDER REALTY CO	MOORE, MITCHELL D	172	373	
7/1/1975	7/1/1975	0		ALEXANDER REALTY CO	163	169	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	952	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	952	Basement Total SF	0

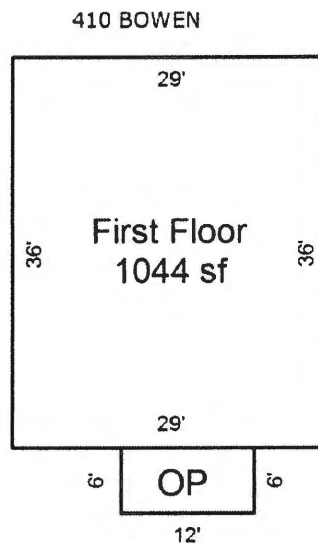
Occupancy Type: Single Family

Grade: D5

Story Height: 1 Story
 Year Built: 1980
 Effective Age: 37
 Construction Type: Std Frame
 Roof Type: Asphalt
 Heat / AC: Central
 Fireplace: 0 0
 Bathrooms: 1 full 0 half
 Foundation Type: Closed Piers
 Floor Type: Wood Subfloor
 Floor Covering: carpet: 952 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	10	2 x 5	OPEN PORCH
	OP	72	6 x 12	OPEN PORCH
	WC	136	136 x 1	BRICK/STONE WAINSCT

Residential Improvement #2



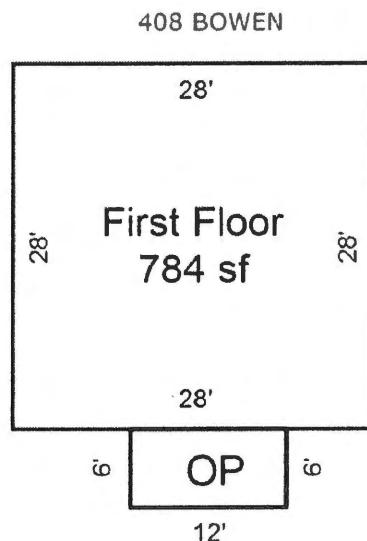
Living Area 1st Floor	1,044	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,044	Basement Total SF	0

Occupancy Type: Single Family
 Grade: D5
 Story Height: 1 Story
 Year Built: Year Built Not Available
 Effective Age: 40

Construction Type: Std Frame
 Roof Type: Fiberglass
 Heat / AC: None
 Fireplace: 0 0
 Bathrooms: 1 full 0 half
 Foundation Type: Open Piers
 Floor Type: Wood Subfloor
 Floor Covering: carpet: 1,044 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	72	6 x 12	OPEN PORCH

Residential Improvement #3



Living Area 1st Floor	784	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	784	Basement Total SF	0

Occupancy Type: Single Family
 Grade: D5
 Story Height: 1 Story
 Year Built: 1979
 Effective Age: 40
 Construction Type: Std Frame
 Roof Type: Asphalt
 Heat / AC: None
 Fireplace: 0 0
 Bathrooms: 1 full 0 half

Foundation Type: Closed Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 784 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	72	6 x 12	OPEN PORCH
	WC	92	92 x 1	BRICK/STONE WAINSCT

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 613 & 615 E JOHNSON IN THE CITY OF OSCEOLA
TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **S86' W 100' LT 2 TOWN LOTS WEST 613 E JOHNSON 613 E JOHNSON**
within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02555-000** and more commonly known as **613 & 615 E JOHNSON, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **751 E DORCHESTER DR, SAINT
JOHNS, FL 32259-6289**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Baratelli Arkansas Properties LLC
751 East Dorchester Dr.
Saint Johns, Florida 32259-6289

Subject Property: ~~613 E JOHNSON OSCEOLA AR, AR~~ Parcel # 301 - 02555-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.08.01 Inoperable Vehicles - It shall be unlawful for the owner, owners, or occupant of any lot or other real property within the City of Osceola, Arkansas to utilize the premises for Commercial and/or open storage of any inoperable motor vehicle. An inoperable motor vehicle for the purpose of this Ordinance, is defined as one that is in a state of disrepair and incapable of being moved under it's own power or one that does not have current, valid license plates. Ord. No. 1993-679.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,





BARATELLI ARKANSAS PROPERTIES LLC

613 & 615 E JOHNSON
OSCEOLA, AR



Basic Information

Parcel Number: 301-02555-000

County Name: Mississippi County

Property Address: BARATELLI ARKANSAS PROPERTIES LLC
613 & 615 E JOHNSON
OSCEOLA, AR
[Map This Address](#)

Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS FL 32259-6289

Collector's Mailing Address ⓘ: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS, FL 32259-6289

Total Acres: 0.20

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: 2/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: S86' W100' LT 2 TOWN LOTS WEST 613 E JOHNSON 613 E JOHNSON

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

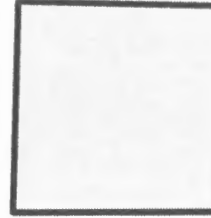
Tax Status: Taxable

Over 65?: No

Parcel Boundary

±
=

140



140

E Johnson Ave

E Johr

[Leaflet](#) | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.20 acres [8,712 sqft]	100	86			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	1,400	280
Total Value: ?	3,400	680
Taxable Value: ?		680
Millage:		0.0564
Estimated Taxes: ?		\$38.35
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$52.37	-\$52.37	\$0.00
<u>2020</u>	Current	\$52.37	-\$52.37	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>4785</u>	Current	2021	5/10/2022	\$0.00	\$52.37	\$0.00	\$52.37
<u>5940</u>	Current	2020	6/28/2021	\$219.68	\$0.00	\$0.00	\$219.68

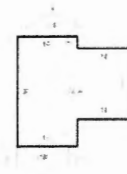
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
3/4/2022	3/3/2022	8,000	LEE ARCHIE	BARATELLI ARKANSAS PROPERTIES LLC	2022	001588	WD(WARRANTY DEED)
3/4/2022	2/24/2022	0	ADAMS TRACY & LISA JOHN	LEE ARCHIE	2022	001587	WD(WARRANTY DEED)
10/12/2018	10/12/2018	0	ADAMS, TRACY & LISA JOHN ADAMS	LEE, ARCHIE	2018	05819	QCD(QUIT CLAIM DEED)
5/17/2017	5/12/2017	0	ADAMS, LISA JOHN	ADAMS, TRACY & LISA JOHN ADAMS	2017	3008	QCD(QUIT CLAIM DEED)
6/28/2012	6/27/2012	0	CHURCH TABERNACLE OF PRAISE	ADAMS, LISA JOHN	2012	3524	QCD(QUIT CLAIM DEED)
4/12/2012	4/11/2012	0	HARSHMAN RENTALS LLC	CHURCH TABERNACLE OF PRAISE	2012	2127	QCD(QUIT CLAIM DEED)
4/5/2012	4/5/2012	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2012	1995	QCD(QUIT CLAIM DEED)
12/16/2011	12/5/2011	0	CHURCH LIVING WORD CHURCH	OSCEOLA, CITY OF	2011	7240	QCD(QUIT CLAIM DEED)
11/16/2011	10/14/2011	0	HARSHMAN RENTALS LLC	CHURCH LIVING WORD CHURCH	2011	6648	QCD(QUIT CLAIM DEED)
9/30/2011	9/6/2011	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2011	6044	QCD(QUIT CLAIM DEED)
4/8/2011	3/22/2011	0	HARSHMAN RENTALS, LLC	OSCEOLA, CITY OF	2011	2254	QCD(QUIT CLAIM DEED)
6/11/2001	6/11/2001	0	HARSHMAN, SHIRLEY	HARSHMAN RENTALS, LLC	276	26-31	QCD(QUIT CLAIM DEED)
2/1/1991	2/1/1991	0	HARSHMAN, SHIRLEY	HARSHMAN, SHIRLEY	227	202	
4/1/1983	4/1/1983	0	JONES, MORRIS	HARSHMAN, SHIRLEY	198	181	
2/1/1977	2/1/1977	0	LANEY, ELIZABETH S	JONES, MORRIS	169	290	
3/1/1975	3/1/1975	0	PREWITT, R E & W W JR	LANEY, ELIZABETH S	162	394	
1/1/1969	1/1/1969	0	TRAVIS, MAUDE S	PREWITT, R E & W W JR	139	476	
1/1/1951	1/1/1951	0		TRAVIS, MAUDE S			

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	0	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	0	Basement Total SF	0

Occupancy Type:

Grade: D

Story Height:

Year Built: Year Built Not Available

Effective Age:

Construction Type:

Roof Type: *Unkown*

Heat / AC: *None*

Fireplace: *0*

Bathrooms:

Foundation Type: *Unkown*

Floor Type: *Unkown*

Floor Covering:

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 420 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LT 1-2 RPLT LT 2 TOWN LOTS WEST 420 BOWEN 420 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02563-000** and more commonly known as **420 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Baratelli Arkansas Properties LLC
751 East Dorchester Dr
Saint Johns, Florida 32259-6289

Subject Property: ~~420 BOWEN OSCEOLA AR, AR~~ Parcel # 301-02563-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



BARATELLI ARKANSAS PROPERTIES LLC

420 BOWEN
OSCEOLA, AR



Basic Information

Parcel Number: 301-02563-000

County Name: Mississippi County

Property Address: BARATELLI ARKANSAS PROPERTIES LLC
420 BOWEN
OSCEOLA, AR
[Map This Address](#)

Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS FL 32259-6289

Collector's Mailing Address ⓘ: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS, FL 32259-6289

Total Acres: 0.07

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: I-2/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: LT I-2 RPLT LT 2 TOWN LOTS WEST 420 BOWEN 420 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

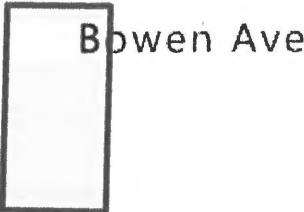
Tax Status: Taxable

Over 65?: No

Parcel Boundary



Bowen Ave



Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.07 acres [3,049 sqft]	50	63			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	500	100
Total Value: ⓘ	2,500	500
Taxable Value: ⓘ		500
Millage:		0.0564
Estimated Taxes: ⓘ		\$28.20
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$64.09	-\$64.09	\$0.00
<u>2020</u>	Delinquent	\$64.09	-\$64.09	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>10583</u>	Current	2021	10/3/2022	\$0.00	\$14,066.98	\$0.00	\$14,066.98
<u>7002066</u>	Delinquent	2020	12/13/2021	\$0.00	\$81.80	\$0.00	\$81.80

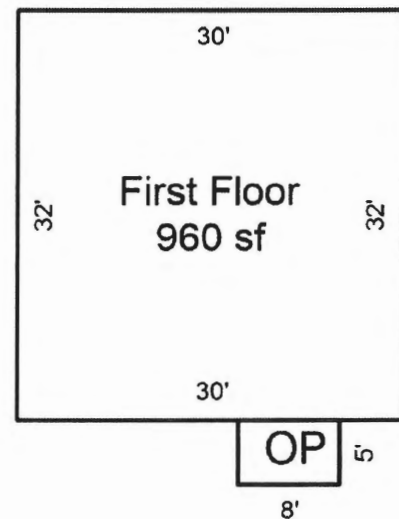
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
12/7/2021	12/1/2021	6,000	LEE ARCHIE	BARATELLI ARKANSAS PROPERTIES LLC	2021	008462	WD(WARRANTY DEED)
12/7/2021	11/29/2021	0	ADAMS TRACY & LISA JOHN	LEE ARCHIE	2021	008461	CD(CORRECTION DEED)
10/12/2018	10/12/2018	0	ADAMS, TRACY & LISA JOHN ADAMS	LEE, ARCHIE	2018	05818	QCD(QUIT CLAIM DEED)
5/17/2017	5/12/2017	0	ADAMS, LISA JOHN	ADAMS, TRACY & LISA JOHN ADAMS	2017	3008	QCD(QUIT CLAIM DEED)
6/28/2012	6/27/2012	0	CHURCH TABERNACLE OF PRAISE	ADAMS, LISA JOHN	2012	3524	QCD(QUIT CLAIM DEED)
4/12/2012	4/11/2012	0	HARSHMAN RENTALS LLC	CHURCH TABERNACLE OF PRAISE	2012	2126	QCD(QUIT CLAIM DEED)
4/5/2012	4/5/2012	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2012	1997	QCD(QUIT CLAIM DEED)
12/16/2011	12/5/2011	0	CHURCH LIVING WORD CHURCH	OSCEOLA, CITY OF	2011	7246	QCD(QUIT CLAIM DEED)
11/16/2011	10/14/2011	0	HARSHMAN RENTALS LLC	CHURCH LIVING WORD CHURCH	2011	6654	QCD(QUIT CLAIM DEED)
9/30/2011	9/6/2011	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2011	6050	QCD(QUIT CLAIM DEED)
4/8/2011	4/8/2011	0	HARSHMAN RENTALS, LLC	OSCEOLA, CITY OF	2011	2260	QCD(QUIT CLAIM DEED)
6/11/2001	6/11/2001	0	HARSHMAN, EDWARD	HARSHMAN RENTALS, LLC	276	26-31	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
2/2/1984	2/2/1984	0		HARSHMAN, EDWARD & SHIRLEY	199	354	
2/1/1984	2/1/1984	0	TOMPKINS, CHRIS		199	352	
9/1/1981	9/1/1981	0		TOMPKINS, CHRIS	190	898	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	960	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	960	Basement Total SF	0

Occupancy Type: Single Family

Grade: D7

Story Height: 1 Story
Year Built: 1979
Effective Age: 40
Construction Type: Std Frame
Roof Type: Asphalt
Heat / AC: Floor/Wall Furnace
Fireplace: 0 0
Bathrooms: 1 full 0 half
Foundation Type: Open Piers
Floor Type: Wood Subfloor
Floor Covering: carpet:

960 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP		40	5 x 8 OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG		1	

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 418 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT J-2 REPLAT LOT 2 TOWN LOTS WEST OF LEVEE ADD 31-13-11 418 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02564-000** and more commonly known as **418 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Baratelli Arkansas Properties LLC
751 East Dorchester DR.
Saint Johns, Florida 32259-6289

Subject Property: ~~418 BOWEN AR, AR~~ Parcel #301-02564-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



BARATELLI ARKANSAS PROPERTIES LLC

418 BOWEN
OSCEOLA, AR 72370-2022




Basic Information

Parcel Number: 301-02564-000

County Name: Mississippi County

Property Address: BARATELLI ARKANSAS PROPERTIES LLC
418 BOWEN
OSCEOLA, AR 72370-2022
[Map This Address](#)

Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS FL 32259-6289

Collector's Mailing Address : BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS, FL 32259-6289

Total Acres: 0.07

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: J-2/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: LOT J-2 REPLAT LOT 2 TOWN LOTS WEST OF LEVEE ADD 31-13-11 418 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary

±
=

Bowen Ave



Bowen Ave

140

[Leaflet](#) | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.07 acres [3,049 sqft]	48	62			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	10,990	2,198
Total Value: ⓘ	12,990	2,598
Taxable Value: ⓘ		2,598
Millage:		0.0564
Estimated Taxes: ⓘ		\$146.53
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$95.86	-\$95.86	\$0.00
<u>2020</u>	Delinquent	\$95.86	-\$95.86	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>10583</u>	Current	2021	10/3/2022	\$0.00	\$14,066.98	\$0.00	\$14,066.98
<u>7001822</u>	Delinquent	2020	11/12/2021	\$0.00	\$108.18	\$0.00	\$108.18

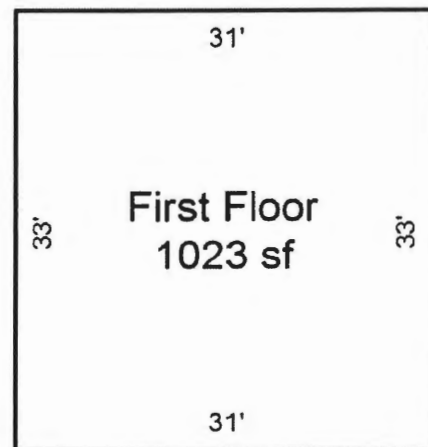
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
11/17/2021	11/4/2021	6,000	PUGH DONNIE	BARATELLI ARKANSAS PROPERTIES LLC	2021	008015	WD(WARRANTY DEED)
4/22/2014	4/21/2014	0	HARSHMAN RENTALS, LLC	PUGH, DONNIE	2014	2528	QCD(QUIT CLAIM DEED)
6/11/2001	6/11/2001	0	HARSHMAN, EDWARD	HARSHMAN RENTALS, LLC	276	26-31	
5/22/1996	5/22/1996	0	HARSHMAN, EDWARD	HARSHMAN, EDWARD	249	737	
3/29/1996	3/29/1996	0	HILL, JOHN H & CYNTHIA S	HARSHMAN, EDWARD	249	306	WD(WARRANTY DEED)
9/1/1987	9/1/1987	12,000	PERIDORE, JAMES & CONNIE	HILL, JOHN H & CYNTHIA S	211	576	
2/2/1984	2/2/1984	0		PERIDORE, JAMES & CONNIE	199	356	
2/1/1984	2/1/1984	0	TOMPKINS, CHRIS		199	352	
9/1/1981	9/1/1981	0		TOMPKINS, CHRIS	190	898	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	1,023	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,023	Basement Total SF	0

Occupancy Type: Single Family
 Grade: D5
 Story Height: 1 Story
 Year Built: 1981
 Effective Age: 40
 Construction Type: Std Frame
 Roof Type: Asphalt
 Heat / AC: Central

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Closed Piers

Floor Type: Wood Subfloor

Floor Covering: hardwood sheath: 1,023 sq ft

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 421 423 425 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **W 155' E278' S68' LT 1 TOWN LTS WEST 421, 423, 425 BOWEN 421-423-425 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02554-000** and more commonly known as **421 423 425 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Baratelli AR Properties
751 E Dorechester Dr
Saint Johns ,FL 32259-6289

Subject Property: 421 BOWEN OSCEOLA AR, AR *Parcel # 301 - 02554 - 000*

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement







BARATELLI ARKANSAS PROPERTIES LLC

421 423425 BOWEN
OSCEOLA, AR

9

Basic Information

Parcel Number: 301-02554-000

County Name: Mississippi County

Property Address: BARATELLI ARKANSAS PROPERTIES LLC
421 423425 BOWEN
OSCEOLA, AR
Map This Address

Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS FL 32259-6289

Collector's Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS, FL 32259-6289

Total Acres: 0.25

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: 1/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: W155' E278' S68' LT 1 TOWN LTS WEST 421,423,425 BOWEN 421-423-425 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112, ST FRANCIS LEVEE DISTRICT

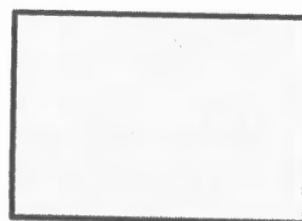
Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary

±
N Pe



Bowen Ave

Bowen Ave

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.25 acres [10,890 sqft]	155	68			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	3,330	666
Total Value: ?	5,330	1,066
Taxable Value: ?		1,066
Millage:		0.0564
Estimated Taxes: ?		\$60.12
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$140.16	-\$140.16	\$0.00
<u>2020</u>	Delinquent	\$140.16	-\$140.16	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>10583</u>	Current	2021	10/3/2022	\$0.00	\$14,066.98	\$0.00	\$14,066.98
<u>7002065</u>	Delinquent	2020	12/13/2021	\$0.00	\$170.13	\$0.00	\$170.13

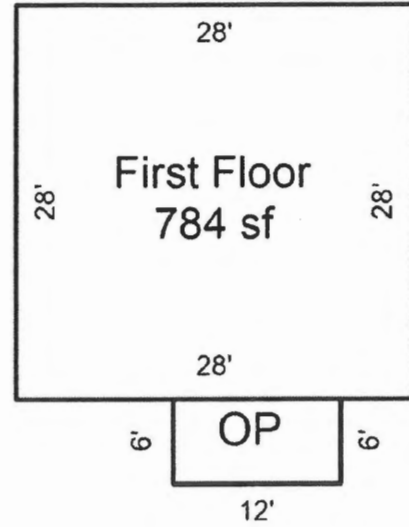
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
12/8/2021	11/30/2021	18,000	LEE ARCHIE	BARATELLI ARKANSAS PROPERTIES LLC	2021	008481	WD(WARRANTY DEED)
12/7/2021	11/29/2021	0	ADAMS TRACY & LISA JOHN	LEE ARCHIE	2021	008461	CD(CORRECTION DEED)
10/12/2018	10/12/2018	0	ADAMS, TRACY & LISA JOHN ADAMS	LEE, ARCHIE	2018	05821	QCD(QUIT CLAIM DEED)
5/17/2017	5/12/2017	0	ADAMS, LISA JOHN	ADAMS, TRACY & LISA JOHN ADAMS	2017	3008	QCD(QUIT CLAIM DEED)
6/28/2012	6/27/2012	0	CHURCH TABERNACLE OF PRAISE	ADAMS, LISA JOHN	2012	3524	QCD(QUIT CLAIM DEED)
4/12/2012	4/11/2012	0	HARSHMAN RENTALS LLC	CHURCH TABERNACLE OF PRAISE	2012	2130	QCD(QUIT CLAIM DEED)
4/5/2012	4/5/2012	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2012	1987	QCD(QUIT CLAIM DEED)
12/16/2011	12/5/2011	0	CHURCH LIVING WORD CHURCH	OSCEOLA, CITY OF	2011	7245	QCD(QUIT CLAIM DEED)
11/16/2011	10/14/2011	0	HARSHMAN RENTALS, LLC	CHURCH LIVING WORD CHURCH	2011	6652	QCD(QUIT CLAIM DEED)
6/11/2001	6/11/2001	0	HARSHMAN, EDWARD	HARSHMAN RENTALS, LLC	276	26-31	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
9/1/1985	9/1/1985	0	GIBSON, MARSHA ANN	HARSHMAN, EDWARD & SHIRLEY	205	250	
3/1/1985	3/1/1985	0	GIBSON, MARSHA ANN	GIBSON, MARSHA ANN	203	114	
11/1/1980	11/1/1980	0		GIBSON, MARSHA ANN	187	711	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

784 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

784 Basement Total SF

0

Occupancy Type: Single Family

Grade: D5

Story Height: 1 Story

Year Built: 1972

Effective Age: 40

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

Floor Covering: carpet:

784 sq ft

Additive Items:

Additive Item

Quantity

Size

Description

OP

72

6 x 12 OPEN PORCH

Outbuildings / Yard
Improvements:

OBYI Item

Quantity

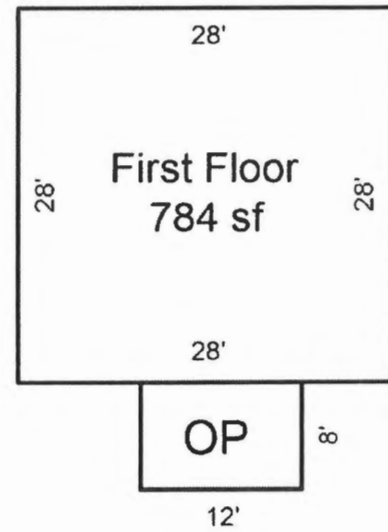
Size

Description

FLAT DWG

784

Residential Improvement #2



Living Area 1st Floor

784 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

784 Basement Total SF

0

Occupancy Type: Single Family

Grade: D7

Story Height: 1 Story

Year Built: 1974

Effective Age: 38

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

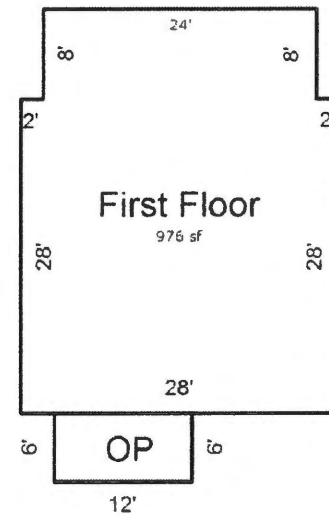
Floor Type: Wood Subfloor

Floor Covering: carpet: 784 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	96	8 x 12	OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG	784		

Residential Improvement #3



Living Area 1st Floor

976 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

976 Basement Total SF

0

Occupancy Type: Single Family

Grade: D7-10

Story Height: 1 Story

Year Built: 1972

Effective Age: 40

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 976 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	72	6 x 12	OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG	976		

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 422 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT H-2 REPLAT LOT 2 TOWN LOTS WEST 422 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02562-000** and more commonly known as **422 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **751 E DORCHESTER DR, SAINT JOHNS, FL 32259-6289.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Baratelli Arkansas Properties LLC
751 East Dorchester Dr.
Saint Johns, Florida 32259-6289

Subject Property: ~~422 BOWEN AR, AR~~

Parcel # 301 - 02562 - 000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



BARATELLI ARKANSAS PROPERTIES LLC

422 BOWEN
OSCEOLA, AR 72370-2022



Basic Information

Parcel Number: 301-02562-000

County Name: Mississippi County

Property Address: BARATELLI ARKANSAS PROPERTIES LLC
422 BOWEN
OSCEOLA, AR 72370-2022
[Map This Address](#)

Mailing Address: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS FL 32259-6289

Collector's Mailing Address ⓘ: BARATELLI ARKANSAS PROPERTIES LLC
751 E DORCHESTER DR
SAINT JOHNS, FL 32259-6289

Total Acres: 0.08

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: H-2/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: LOT H-2 REPLAT LOT 2 TOWN LOTS WEST 422 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

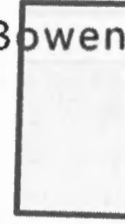
Over 65?: No

Parcel Boundary



Bowen Ave

Bowen Ave



Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.08 acres [3,484 sqft]	51	65			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	2,975	595
Total Value: ⓘ	4,975	995
Taxable Value: ⓘ		995
Millage:		0.0564
Estimated Taxes: ⓘ		\$56.12
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$85.36	-\$85.36	\$0.00
<u>2020</u>	Delinquent	\$82.16	-\$82.16	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>10583</u>	Current	2021	10/3/2022	\$0.00	\$14,066.98	\$0.00	\$14,066.98
<u>7001821</u>	Delinquent	2020	11/12/2021	\$0.00	\$92.73	\$0.00	\$92.73

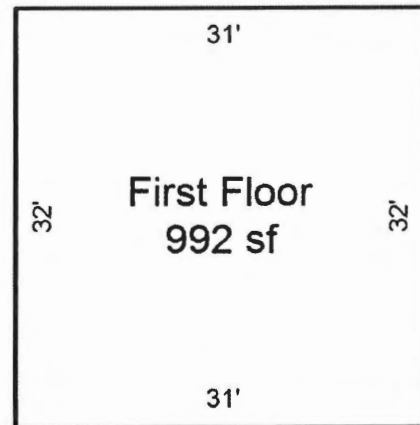
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
11/17/2021	11/4/2021	6,000	PUGH DONNIE	BARATELLI ARKANSAS PROPERTIES LLC	2021	008007	WD(WARRANTY DEED)
4/6/2009	4/6/2009	0	HARSHMAN RENTALS, LLC	PUGH, DONNIE	2009	1664	QCD(QUIT CLAIM DEED)
6/11/2001	6/11/2001	0	HARSHMAN, EDWARD	HARSHMAN RENTALS, LLC	276	26-31	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD	HARSHMAN, EDWARD	227	190	
2/2/1984	2/2/1984	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	199	352	
2/1/1984	2/1/1984	0	TOMPKINS, CHRIS	HARSHMAN, EDWARD & SHIRLEY	199	354	
8/1/1981	8/1/1981	0	LANEY D S	TOMPKINS, CHRIS	190	898	
1/1/1951	1/1/1951	0		LANEY D S			

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	992	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	992	Basement Total SF	0

Occupancy Type: Single Family
 Grade: D5
 Story Height: 1 Story
 Year Built: 1983
 Effective Age: 36
 Construction Type: Std Frame
 Roof Type: Asphalt
 Heat / AC: Floor/Wall Furnace
 Fireplace: 0 0
 Bathrooms: 1 full 0 half

Foundation Type: Closed Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 992 sq ft

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG		992	

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 106 DIXON IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT 11 BLOCK K HIGHLAND ADD** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-01648-000** and more commonly known as **106 DIXON, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **601 CHILDRESS, OSCEOLA, AR 72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Mosley, Ervin B
601 Childress
Osceola, Arkansas 72370

Subject Property: ~~106 DIXON, Osceola, AR~~ Parcel # 301-01648-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



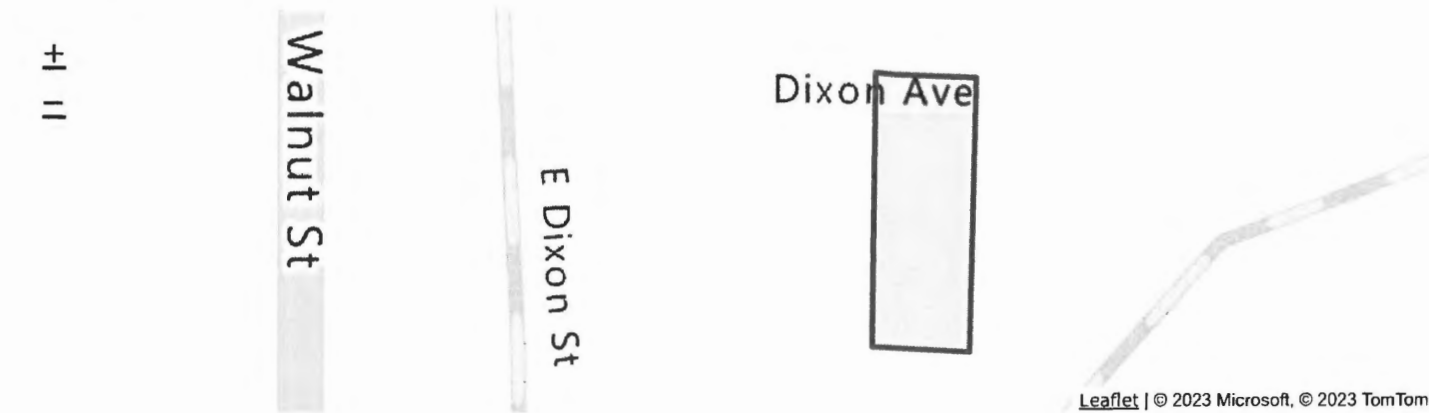
MOSLEY ERVIN

106 DIXON
OSCEOLA, AR 72370-0833



Basic Information	
Parcel Number:	301-01648-000
County Name:	Mississippi County
Property Address:	MOSLEY ERVIN 106 DIXON OSCEOLA, AR 72370-0833 Map This Address
Mailing Address:	MOSLEY ERVIN B 601 CHILDRESS ST OSCEOLA AR 72370-1824
Collector's Mailing Address ⓘ:	ERVIN MOSLEY 601 CHILDRESS OSCEOLA, AR 72370
Total Acres:	0.15
Timber Acres:	0.00
Sec-Twp-Rng:	36-13-10
Lot/Block:	11/K
Subdivision:	HIGHLAND ADD
Legal Description:	LOT 11 BLOCK K HIGHLAND ADD
School District:	1N OSCEOLA
Improvement Districts:	D112,ST FRANCIS LEVEE DISTRICT
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Parcel Boundary



Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.15 acres [6,534 sqft]	50	130			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	1,000	200
Total Value: ⓘ	3,000	600
Taxable Value: ⓘ		600
Millage:		0.0564
Estimated Taxes: ⓘ		\$33.84
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Delinquent	\$13.62	\$0.00	\$13.62
<u>2020</u>	Delinquent	\$13.63	\$0.00	\$13.63
<u>2019</u>	Delinquent	\$13.63	\$0.00	\$13.63
<u>2018</u>	Delinquent	\$13.63	\$0.00	\$13.63
<u>2017</u>	Delinquent	\$13.63	\$0.00	\$13.63
<u>2016</u>	Delinquent	\$15.36	\$0.00	\$15.36
<u>2015</u>	Delinquent	\$15.36	\$0.00	\$15.36
<u>2014</u>	Delinquent	\$15.36	\$0.00	\$15.36
<u>2013</u>	Delinquent	\$15.36	\$0.00	\$15.36
<u>2012</u>	Delinquent	\$15.36	\$0.00	\$15.36
<u>2011</u>	Delinquent	\$18.23	\$0.00	\$18.23
<u>2010</u>	Delinquent	\$18.23	\$0.00	\$18.23

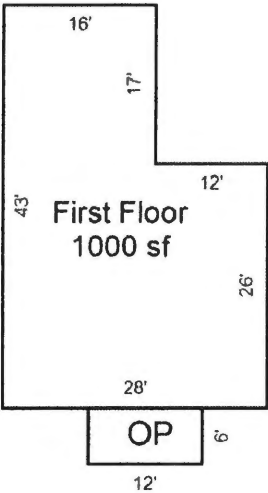
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
2/7/2023	1/27/2023	0	ST OF AR/CHU-CHAN ENTERPRISES INC	MOSLEY ERVIN	2023	000801	LWD(LIMITED WARRANTY DEED)
2/16/2018	2/13/2018	0	ST OF ARK/CHU-CHAN ENTERPRISES INC	CHU-CHAN ENTERPRISES INC	2018	1002	
6/1/2015	5/28/2015	0	STATE LAND COMM/ CHU-CHAN ENTERPRISES	CHU-CHAN ENTERPRISES INC	2015	3259	
12/28/2005	12/28/2005	0	JOHNSON,FREDDIE LEE	CHU-CHAN ENTERPRISES INC	300	278-280	WD(WARRANTY DEED)
8/1/1991	8/1/1991	7,000	SOUTHBANK	JOHNSON, FREDDIE LEE	229	308	WD(WARRANTY DEED)
6/1/1991	6/1/1991	0	MOORE, FRANK & DEBRA FAYE	SOUTHBANK	229	86	
9/1/1987	9/1/1987	0	JOLLIFF, GARRY G & INA J	MOORE, FRANK & DEBRA FAYE	211	473	
1/1/1982	1/1/1982	0		JOLLIFF, GARRY G & INA J	192	802	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	1,000	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,000	Basement Total SF	0

Occupancy Type: Single Family
Grade: D5-5
Story Height: 1 Story
Year Built: 1976
Effective Age: 38
Construction Type: Std Frame
Roof Type: Asphalt
Heat / AC: Floor/Wall Furnace
Fireplace: 0 0
Bathrooms: 1 full 0 half
Foundation Type: Open Piers
Floor Type: Wood Subfloor
Floor Covering: linoleum:

1,000 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP		72	6 x 12 OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG		1	

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 427 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **W61' E123' S68' LOT 1 TOWN LOTS WEST 427 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02554-001** and more commonly known as **427 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **112 W GREENBRIAR DR,
OSCEOLA, AR 72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

CHALK, CHARLES

112 W GREENBRIAR DR OSCEOLA AR 72370

Subject Property: ~~427 BOWEN AR, AR~~ Parcel # 301-02554-001

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



CHALK CHARLES

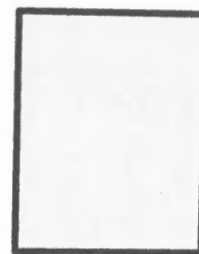
427 BOWEN
OSCEOLA, AR 72370-2825



Basic Information

Parcel Number:	301-02554-001
County Name:	Mississippi County
Property Address:	CHALK CHARLES 427 BOWEN OSCEOLA, AR 72370-2825 Map This Address
Mailing Address:	CHALK LESLIE CHARLES & SHERRIE 112 W GREENBRIAR DR OSCEOLA AR 72370
Collector's Mailing Address ⓘ:	CHALK LESLIE CHARLES & SHERRIE 112 W GREENBRIAR DR OSCEOLA, AR 72370
Total Acres:	0.09
Timber Acres:	0.00
Sec-Twp-Rng:	31-13-11
Lot/Block:	1/
Subdivision:	TOWN LOTS WEST OF LEVEE ADD
Legal Description:	W61' E123' S68' LOT 1 TOWN LOTS WEST 427 BOWEN
School District:	1N OSCEOLA
Improvement Districts:	D112,ST FRANCIS LEVEE DISTRICT
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No
Parcel Boundary	

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Bowen Ave

Bowen Ave

[Leaflet](#) | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.09 acres [3,920 sqft]	61	68			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	9,165	1,833
Total Value: ?	11,165	2,233
Taxable Value: ?		1,436
Millage:		0.0564
Estimated Taxes: ?		\$80.99
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$91.69	-\$91.69	\$0.00
<u>2020</u>	Current	\$91.69	-\$91.69	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>12160</u>	Current	2021	10/11/2022	\$0.00	\$496.31	\$0.00	\$496.31
<u>9940</u>	Current	2020	9/22/2021	\$118.52	\$0.00	\$0.00	\$118.52

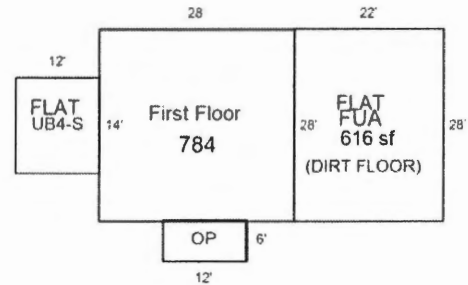
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
12/17/2014	12/17/2014	0	HARSHMAN, EDWARD & SHIRLEY HARSHMAN	CHALK, CHARLES	2014	7603	
4/8/2011	4/8/2011	0	HARSHMAN RENTALS LLC	CHALK, CHARLES	2011	2253	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

784 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

784 Basement Total SF

0

Occupancy Type: Single Family

Grade: D5+5

Story Height: 1 Story

Year Built: 1981

Effective Age: 37

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: None

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Slab On Grade

Floor Covering: carpet:

784 sq ft

Additive Items:

Additive Item	Quantity	Size	Description
FUA		1	FRAME UNFIN ATTACHED
OP		72 6 x 12	OPEN PORCH

Outbuildings / Yard
Improvements:

OBYI Item	Quantity	Size	Description
FOB N/V		1	
UB4-S		168	UTILITY BUILDING 4-S

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 416 BOWEN IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT K-2 REPLAT LOT 2 OF 31-13-11 416 BOWEN** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02565-000** and more commonly known as **416 BOWEN, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **3202 CEDAR RIDGE COURT, FRIENDSWOOD, TX 77546.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Fairgreen Fields Trust
3202 Cedar Ridge Court
Friendswood, Texas 77546

Subject Property: ~~416 BOWEN OSCEOLA AR, AR~~ Parcel #301-02565-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



FAIRGREEN FIELDS TRUST

416 BOWEN
OSCEOLA, AR



Basic Information

Parcel Number: 301-02565-000

County Name: Mississippi County

Property Address: FAIRGREEN FIELDS TRUST
416 BOWEN
OSCEOLA, AR
[Map This Address](#)

Mailing Address: FAIRGREEN FIELDS TRUST
3202 CEDAR RIDGE COURT
FRIENDSWOOD TX 77546

Collector's Mailing Address ⓘ: FAIRGREEN FIELDS TRUST
3202 CEDAR RIDGE COURT
FRIENDSWOOD, TX 77546

Total Acres: 0.08

Timber Acres: 0.00

Sec-Twp-Rng: 31-13-11

Lot/Block: K-2/

Subdivision: TOWN LOTS WEST OF LEVEE ADD

Legal Description: LOT K-2 REPLAT LOT 2 OF 31-13-11 416 BOWEN

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary

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Bowen Ave



140

[Leaflet](#) | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.08 acres [3,484 sqft]	52	64			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	1,920	384
Total Value: ?	3,920	784
Taxable Value: ?		784
Millage:		0.0564
Estimated Taxes: ?		\$44.22
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$72.95	-\$72.95	\$0.00
<u>2020</u>	Delinquent	\$72.90	-\$72.90	\$0.00
<u>2019</u>	Delinquent	\$72.34	-\$72.34	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>11135</u>	Current	2021	10/5/2022	\$0.00	\$0.00	\$72.95	\$72.95
<u>7003556</u>	Delinquent	2020	10/5/2022	\$0.00	\$0.00	\$95.77	\$95.77
<u>7000897</u>	Delinquent	2019	5/21/2021	\$0.00	\$0.00	\$92.89	\$92.89

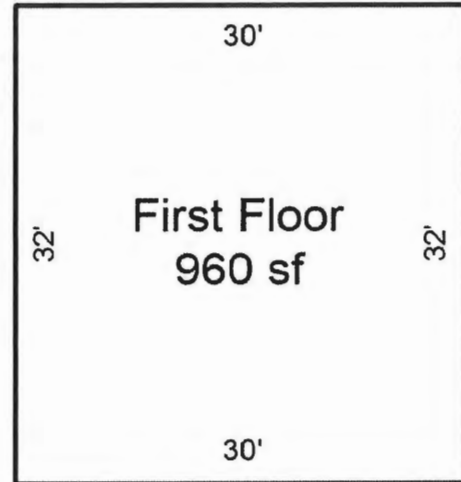
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
3/23/2020	3/23/2020	0	ST OF AR/JACOBS, BENNIE	FAIRGREEN FIELDS TRUST	2020	01956	
2/18/2015	2/11/2015	0	STATE LAND COMM / JACOBS	JACOBS, BENNIE	2015	0624	
8/24/2011	8/22/2011	0	OSCEOLA, CITY OF	JACOBS, BENNIE	2011	5353	
4/8/2011	4/8/2011	0	HARSHMAN RENTALS, LLC	OSCEOLA, CITY OF	2011	2260	
6/11/2001	6/11/2001	0	HARSHMAN, EDWARD	HARSHMAN RENTALS, LLC	276	26-31	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
2/4/1991	2/4/1991	0	HARSHMAN, EDWARD & SHIRLEY	HARSHMAN, EDWARD	227	190	
2/2/1984	2/2/1984	0		HARSHMAN, EDWARD & SHIRLEY	199	354	
2/1/1984	2/1/1984	0	TOMPKINS, CHRIS		199	352	
9/1/1981	9/1/1981	0		TOMPKINS, CHRIS	190	898	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

960 Basement Unfinished

0

Living Area 2nd Floor

0 Basement Finished w/Partitions

0

Basement Finished w/o Partitions

0

Living Area Total SF

960 Basement Total SF

0

Occupancy Type: Single Family

Grade: D5

Story Height: 1 Story

Year Built: 1981

Effective Age: 36

Construction Type: Low Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 960 sq ft

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG		960	

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 701 E JOHNSON IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LT D-2 RPLT LT 2 TOWN LOTS WEST 701 E JOHNSON** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02558-000** and more commonly known as **701 E JOHNSON, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **PO BOX 531074 SAN DIEGO CA 92153**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Leon Brooks
2500 Deer Valley Rd Apt 714
San Rafael, CA 949031996

Subject Property: ~~701 E JOHNSON OSCEOLA AR, AR~~

Parcel # 301-02558-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



BROOKS LEON

701 E JOHNSON
OSCEOLA, AR



Basic Information

Parcel Number:	301-02558-000
County Name:	Mississippi County
Property Address:	BROOKS LEON 701 E JOHNSON OSCEOLA, AR Map This Address
Mailing Address:	BROOKS, LEON PO BOX 531074 SAN DIEGO CA 92153
Collector's Mailing Address ⓘ:	BROOKS, LEON PO BOX 531074 SAN DIEGO, CA 92153
Total Acres:	0.12
Timber Acres:	0.00
Sec-Twp-Rng:	31-13-11
Lot/Block:	D-2/
Subdivision:	TOWN LOTS WEST OF LEVEE ADD
Legal Description:	LT D-2 RPLT LT 2 TOWN LOTS WEST 701 E JOHNSON
School District:	1N OSCEOLA
Improvement Districts:	D112,ST FRANCIS LEVEE DISTRICT
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No
Parcel Boundary	

+

=

140



E Johnson Ave

E Joh

Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.12 acres [5,227 sqft]	54	97			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	3,120	624
Total Value: ⓘ	5,120	1,024
Taxable Value: ⓘ		1,024
Millage:		0.0564
Estimated Taxes: ⓘ		\$57.75
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Delinquent	\$100.49	\$0.00	\$100.49
<u>2020</u>	Delinquent	\$100.50	\$0.00	\$100.50

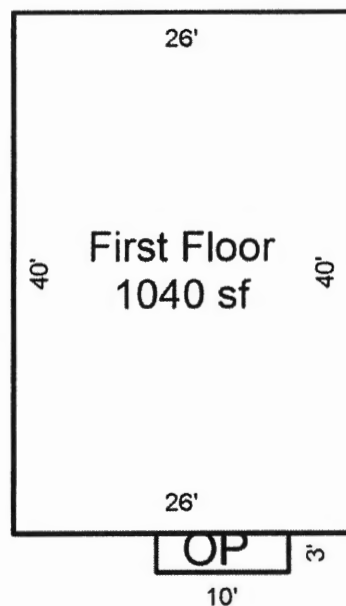
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
10/12/2018	10/12/2018	0	ADAMS, TRACY & LISA JOHN ADAMS	BROOKS, LEON	2018	05820	
5/17/2017	5/12/2017	0	ADAMS, LISA JOHN	ADAMS, TRACY & LISA JOHN ADAMS	2017	3008	
4/25/2012	4/23/2012	0	LANEY, D S	ADAMS, LISA JOHN	2012	2374	
5/1/1994	5/1/1994	0	LANEY, D S	LANEY, D S	243	90	
6/1/1991	6/1/1991	0		LANEY, D S	229	147	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	1,040	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,040	Basement Total SF	0

Occupancy Type: Single Family

Grade: D5+5

Story Height: 1 Story

Year Built: 1980

Effective Age: 32

Construction Type: Low Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Closed Piers

Floor Type: Wood Subfloor

Floor Covering: carpet: 1,040 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	30	3 x 10	OPEN PORCH
	WC	64		BRICK/STONE WAINSCT

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG		1040	
	WFX6		1	6' WOOD PRIVACY

RESOLUTION NO. 2023-

CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 414 CENTER IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E110' W300.5' LOT 14 TOWN LOTS WEST** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02602-200** and more commonly known as **414 CENTER, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **P.O. BOX 442, LYON, MS 38645.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

PITTS-TISDALE, JENNIFER
414 CENTER OSCEOLA AR 72370

Subject Property: ~~414 CENTER OSCEOLA AR, AR~~ Parcel # 301-02602-200

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



PITTS-TISDALE JENNIFER

414 CENTER
OSCEOLA, AR 72370-3310

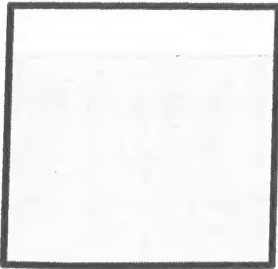


Basic Information

Parcel Number:	301-02602-200
County Name:	Mississippi County
Property Address:	PITTS-TISDALE JENNIFER 414 CENTER OSCEOLA, AR 72370-3310 <u>Map This Address</u>
Mailing Address:	PITTS, JENNIFER PO BOX 442 LYON MS 38645
Collector's Mailing Address 	PITTS, JENNIFER PO BOX 442 LYON, MS 38645
Total Acres:	0.22
Timber Acres:	0.00
Sec-Twp-Rng:	31-13-11
Lot/Block:	14/
Subdivision:	TOWN LOTS WEST OF LEVEE ADD
Legal Description:	E110' W300.5' LOT 14 TOWN LOTS WEST
School District:	1N OSCEOLA
Improvement Districts:	D112,ST FRANCIS LEVEE DISTRICT
Homestead Parcel?:	Yes
Tax Status:	Taxable
Over 65?:	No
Parcel Boundary	



Center Ave



Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.22 acres [9,583 sqft]	110	88			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ⓘ	2,000	400
Improvements: ⓘ	700	140
Total Value: ⓘ	2,700	540
Taxable Value: ⓘ		540
Millage:		0.0564
Estimated Taxes: ⓘ		\$30.46
Homestead Credit:		(\$30.46)
Estimated Taxes w Credit:		\$0.00
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$15.77	-\$15.77	\$0.00
<u>2020</u>	Current	\$15.77	-\$15.77	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>771</u>	Current	2021	4/6/2022	\$0.00	\$31.61	\$0.00	\$31.61
<u>3531</u>	Current	2020	6/2/2021	\$0.00	\$15.77	\$0.00	\$15.77

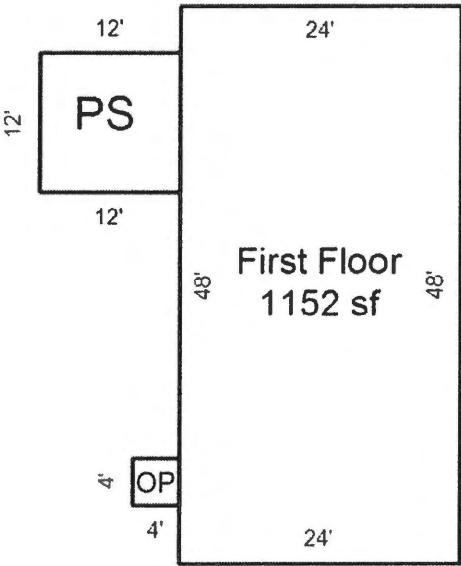
Sales History ⓘ

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
6/30/2015	6/30/2015	0	WILSON, MICHAEL	PITTS-TISDALE, JENNIFER	2015	4004	
9/23/2010	9/23/2010	0	WOOD, VERNON	WILSON, MICHAEL	2010	5210	
1/4/2005	1/4/2005	0	MULLEN, THURSTLE	WOOD, VERNON	296	163-165	
5/5/2004	5/5/2004	0	UNION PLANTERS BANK	MULLEN, THURSTLE	291	654-656	
5/2/2004	5/2/2004	0	UNION PLANTERS BANK	UNION PLANTERS BANK	291	632-633	
3/22/2004	3/22/2004	0	HARKNESS, WILLIAM	UNION PLANTERS BANK	291	237-245	CD(CORRECTION DEED)
2/14/2002	2/14/2002	5,000	ALLEN, EARNEST	HARKNESS, WILLIAM	278	577-578	WD(WARRANTY DEED)
10/8/1999	10/8/1999	0	ALLEN, EARNEST	ALLEN, EARNEST	265	656	
8/1/1993	8/1/1993	20,000		ALLEN, EARNEST	237	673	WD(WARRANTY DEED)

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	1,152	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,152	Basement Total SF	0

Occupancy Type:	Single Family
Grade:	D5
Story Height:	1 Story
Year Built:	1979
Effective Age:	38
Construction Type:	Std Frame
Roof Type:	Asphalt
Heat / AC:	Floor/Wall Furnace
Fireplace:	0 0
Bathrooms:	1 full 0 half
Foundation Type:	Slab
Floor Type:	Elevated Slab
Floor Covering:	carpet:

1,152 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	16	4 x 4	OPEN PORCH
	PS	144	12 x 12	PATIO SLAB

Outbuildings / Yard
Improvements:

OBYI Item	Quantity	Size	Description
CDW		216	CONCRETE DRIVEWAY
FLAT DWG		1	

RESOLUTION NO. 2023-

CITY OF OSCEOLA, ARKANSAS

A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 423 W HALE IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES; AND FOR OTHER PURPOSES.

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LTS 6&7 BLK 21 TOWNSITE ADD 423 W HALE** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02805-000** and more commonly known as **423 W HALE, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **423 W HALE, OSCEOLA, AR 72370**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

BRYANT, EUGENE A & STACIE
423 W HALE OSCEOLA AR 72370

Subject Property: ~~423 W HALE AR, AR~~ Parcel # 301-02805-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

5.12.03 Weeds and Grass, Etc., Removal - Weeds and grass, removal of rubbish, open storage, stagnant water. It shall be unlawful for any person owning and/or occupying any lot or real property within the City of Osceola, Arkansas, to allow weeds to grow thereon to a greater height of more than twelve (12) inches or to become unsightly or unsanitary, or to allow grass, garbage, rubbish, rotting or dead limbs or trees to become unsafe, unsightly and unsanitary or allow any icebox, refrigerator, stove, tires, building material, paper, building rubbish to be openly stored, or allow similar unsafe, unsightly and unsanitary. Ord. No. 2009-867.

Action to be taken:

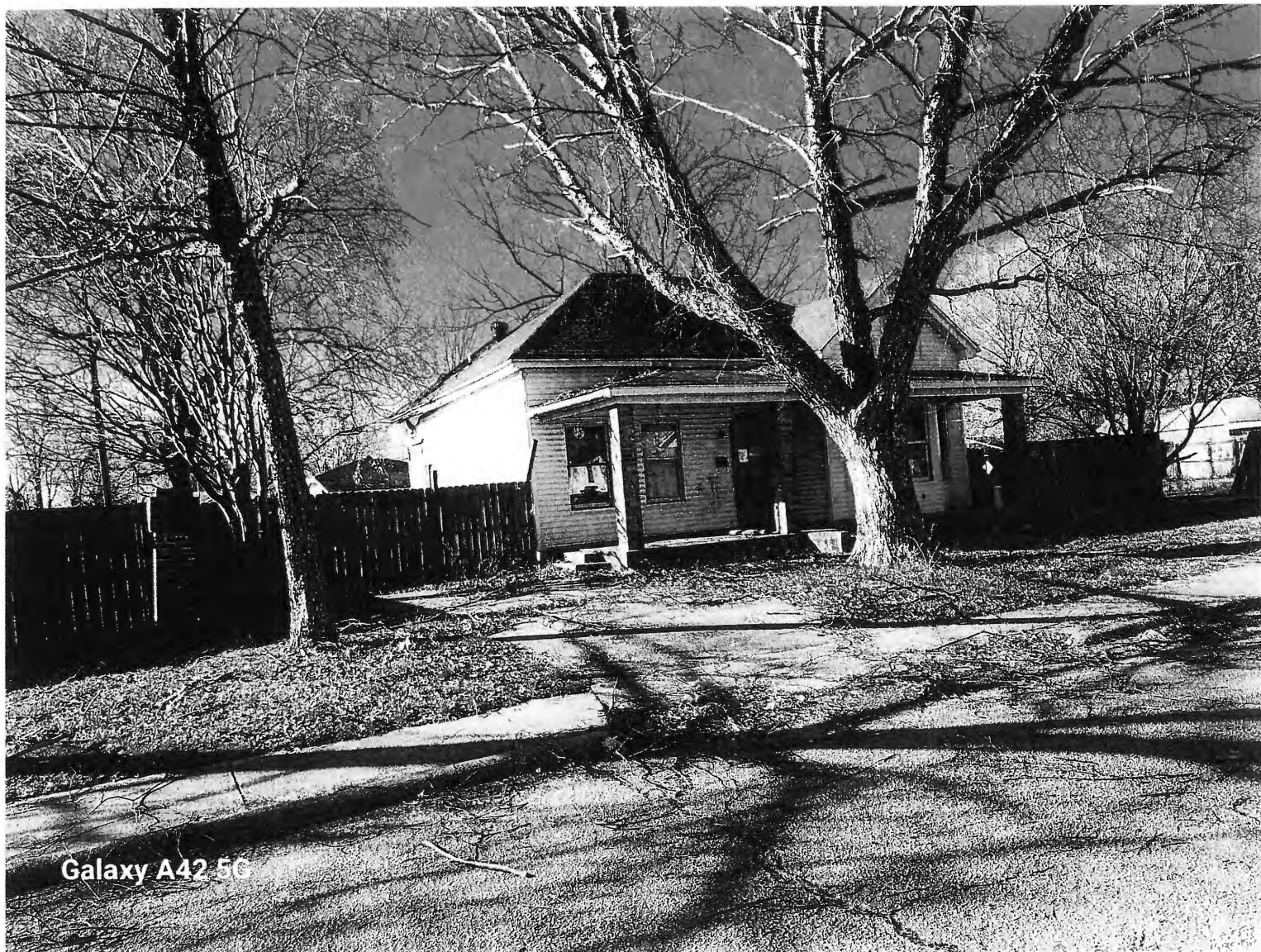
This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement







Galaxy A42 5G

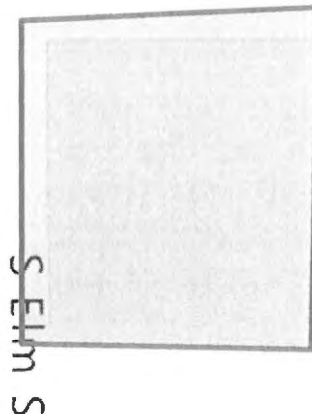
Parcel Detail Report

Created: 2/28/2023 9:35:05 AM

Basic Information

Parcel Number: 301-02805-000
 County Name: Mississippi County
 Property Address: BRYANT EUGENE A & STACIE
 423 W HALE
 OSCEOLA, AR 72370-2531
 Mailing Address: BRYANT, EUGENE A & STACIE
 423 WEST HALE
 OSCEOLA AR 72370
 Collector's Mailing Address : BRYANT, EUGENE A & STACIE
 423 WEST HALE
 OSCEOLA, AR 72370
 Total Acres: 0.23
 Timber Acres: 0.00
 Sec-Twp-Rng: 36-13-10
 Lot/Block: 6 & 21
 Subdivision: TOWNSITE ADD
 Legal Description: LTS 6 & 7 BLK 21 TOWNSITE ADD 423 W HALE
 School District: 1N OSCEOLA
 Improvement Districts: D112, ST FRANCIS LEVEE DISTRICT
 Homestead Parcel?: Yes
 Tax Status: Taxable
 Over 65?: No
 Parcel Boundary

±
= W Hale Ave



W Hale Ave

Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.23 acres [10,018 sqft]	87	115			
HOUSELOT2	1 lots [0 sqft]					

Valuation Information

Entry	Appraised	Assessed
Land:	15,000	3,000
Improvements:	46,000	9,200
Total Value:	61,000	12,200
Taxable Value:		8,477
Millage:		0.0564
Estimated Taxes:		\$478.10
Homestead Credit:		(\$375.00)
Estimated Taxes w Credit:		\$103.10
Assessment Year:		2022
Tax Information		

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Delinquent	\$111.93	\$0.00	\$111.93
<u>2020</u>	Delinquent	\$111.75	\$0.00	\$111.75
<u>2019</u>	Delinquent	\$107.52	\$0.00	\$107.52
<u>2018</u>	Delinquent	\$128.10	-\$128.10	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>7000877</u>	Delinquent	2018	5/19/2021	\$170.08	\$0.00	\$0.00	\$170.08

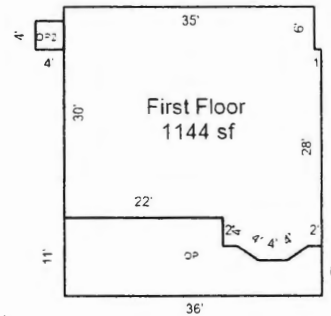
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
10/12/2015	10/24/2014	0	BRYANT, EUGENE A	BRYANT, EUGENE A & STACIE/NIMETH-CNT	2015	6005	CT(CONTRACT SALE)
8/2/2012	7/30/2012	0	BRYANT, EUGENE	BRYANT, EUGENE A	2012	4112	LE(LIFE ESTATE)
1/30/1997	1/30/1997	20,000	PATTERSON, LONETTA C	BRYANT, EUGENE	253	325	WD(WARRANTY DEED)
6/1/1990	6/1/1990	0	PATTERSON, F G	PATTERSON, LONETTA C	223	682	
5/8/1989	5/8/1989	0		PATTERSON, F G	217	297	
1/9/1930	1/9/1930	0			58	100-101	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	1,144	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,144	Basement Total SF	0

Occupancy Type: Single Family
 Grade: D4
 Story Height: 1 Story
 Year Built: 1932
 Effective Age: 31
 Construction Type: Std Frame
 Roof Type: Asphalt
 Heat / AC: Central
 Fireplace: 0 0
 Bathrooms: 1 full 0 half
 Foundation Type: Closed Piers
 Floor Type: Wood Subfloor
 Floor Covering: carpet:

1,144 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP2	16	4 x 4	1/2 OPEN
	OP	326		OPEN PORCH
	OP	12		OPEN PORCH
	WC	340		BRICK/STONE WAINSCOT

2/28/23, 9:35 AM

ARCountyData.Com - Parcel Detail Report

Outbuildings / Yard
Improvements:

OBYI Item	Quantity	Size	Description
CDW		480	12 x 40 CONCRETE DRIVEWAY
CDW		300	10 x 30 CONCRETE DRIVEWAY
UB4-X		288	12 x 24 UTILITY BUILDING 4-X
UB4-X		308	14 x 22 UTILITY BUILDING 4-X
WFX6		362	362 x 1 6' WOOD PRIVACY

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 414 418 SEMMES AVE IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E121' W228' N128' LOT 1 TOWN LOTS WEST 414-418 WEST SEMMES**
within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02553-002** and more commonly known as **414 418 SEMMES AVE, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **P.O. BOX 831, OSCEOLA, AR 72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

Watson, James
P. O. Box 831
Osceola, Arkansas 72370

Subject Property: 414 SEMMES AVE OSCEOLA AR, AR

Parcel # 301-02553-002

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement





WATSON JAMES

414 418 SEMMES AVE
OSCEOLA, AR 72370-2138



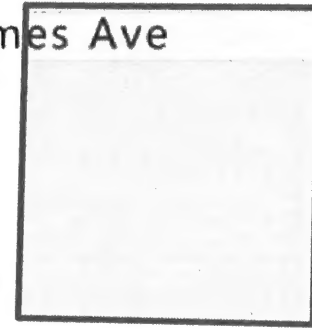
Basic Information

Parcel Number:	301-02553-002
County Name:	Mississippi County
Property Address:	WATSON JAMES 414 418 SEMMES AVE OSCEOLA, AR 72370-2138 <u>Map This Address</u>
Mailing Address:	WATSON & SEALS TRUCKING PO BOX 831 OSCEOLA AR 72370
Collector's Mailing Address ⓘ:	WATSON & SEALS TRUCKING PO BOX 831 OSCEOLA, AR 72370
Total Acres:	0.64
Timber Acres:	0.00
Sec-Twp-Rng:	31-13-11
Lot/Block:	1/
Subdivision:	TOWN LOTS WEST OF LEVEE ADD
Legal Description:	E121' W228' N128' LOT 1 TOWN LOTS WEST 414-418 WEST SEMMES
School District:	1N OSCEOLA
Improvement Districts:	D112,ST FRANCIS LEVEE DISTRICT
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No
Parcel Boundary	



N Pearl St

E Semmes Ave



Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.64 acres [27,878 sqft]	121	128			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	1,000	200
Total Value: ?	3,000	600
Taxable Value: ?		600
Millage:		0.0564
Estimated Taxes: ?		\$33.84
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$71.29	-\$71.29	\$0.00
<u>2020</u>	Current	\$71.29	-\$71.29	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>12028</u>	Current	2021	10/10/2022	\$71.29	\$0.00	\$0.00	\$71.29
<u>6716</u>	Current	2020	7/15/2021	\$71.29	\$0.00	\$0.00	\$71.29

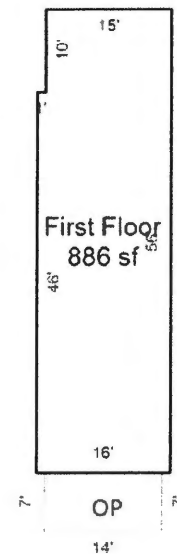
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
11/22/2021	11/22/2021	0	JOHNSON DUANE	WATSON JAMES	2021	008123	QCD(QUIT CLAIM DEED)
7/23/2012	7/23/2012	0	CHURCH TABERNACLE OF PRAISE	JOHNSON, DUANE	2012	3869	
1/1/1800	4/11/2012	0	HARSHMAN RENTALS LLC	CHURCH TABERNACLE OF PRAISE	2012	2125	
4/5/2012	4/5/2012	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2012	1999	
12/16/2011	12/5/2011	0	CHURCH LIVING WORD CHURCH	OSCEOLA, CITY OF	2011	7243	
11/16/2011	10/14/2011	0	HARSHMAN RENTALS LLC	CHURCH LIVING WORD CHURCH	2011	6649	
9/30/2011	9/6/2011	0	OSCEOLA, CITY OF	HARSHMAN RENTALS LLC	2011	6043	
6/28/2011	4/8/2011	0	OSCEOLA, CITY OF	OSCEOLA, CITY OF	2011	4421	
4/8/2011	4/8/2011	0	HARSHMAN RENTALS, LLC	OSCEOLA, CITY OF	2011	2259	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor	886	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	886	Basement Total SF	0

Occupancy Type: Single Family

Grade: D7

Story Height: 1 Story

Year Built: 1976

Effective Age: 35

Construction Type: Std Frame

Roof Type: Other

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

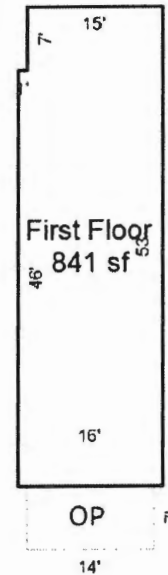
Floor Covering: carpet: 133 sq ft

linoleum: 753 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	98	7 x 14	OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG	1		

Residential Improvement #2



Living Area 1st Floor	841	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	841	Basement Total SF	0

Occupancy Type: Single Family

Grade: D7

Story Height: 1 Story

Year Built: 1976

Effective Age: 35

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

Floor Covering: linoleum: 841 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	OP	98	7 x 14	OPEN PORCH

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT DWG	1		

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 106 E OT WILLIAMS IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT 29 BLOCK J HIGHLAND ADD** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-01635-000** and more commonly known as **106 E OT WILLIAMS, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **601 CHILDRESS, OSCEOLA, AR 72370**.

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement
303 West Hale Avenue P.O. Box 443
Osceola, AR 72370
Phone (870) 563-5245
Fax (870) 563-5195 or (870) 497-2228



02/28/2023

CHU-CHAN ENTERPRISES INC
1005 N FRANKLIN APT 3B BLYTHEVILLE AR 72315

Subject Property: ~~106 E O T WILLIAMS OSCEOLA AR, AR.~~ Parcel # 301-01635-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



CHU-CHAN ENTERPRISES INC

106 E O T WILLIAMS
OSCEOLA, AR 72370-2660

9

Basic Information

Parcel Number: 301-01635-000

County Name: Mississippi County

Property Address: CHU-CHAN ENTERPRISES INC
106 E O T WILLIAMS
OSCEOLA, AR 72370-2660
[Map This Address](#)

Mailing Address: ERVIN MOSLEY
601 CHILDRESS
OSCEOLA AR 72370

Collector's Mailing Address ⓘ: ERVIN MOSLEY
601 CHILDRESS
OSCEOLA, AR 72370

Total Acres: 0.15

Timber Acres: 0.00

Sec-Twp-Rng: 36-13-10

Lot/Block: 29/J

Subdivision: HIGHLAND ADD

Legal Description: LOT 29 BLOCK J HIGHLAND ADD

School District: 1N OSCEOLA

Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT

Homestead Parcel?: No

Tax Status: Taxable

Over 65?: No

Parcel Boundary



Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.15 acres [6,534 sqft]	50	130			

Valuation Information

[view prior year information](#)

Entry	Appraised	Assessed
Land: ?	2,000	400
Improvements: ?	2,000	400
Total Value: ?	4,000	800
Taxable Value: ?		800
Millage:		0.0564
Estimated Taxes: ?		\$45.12
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Delinquent	\$83.98	\$0.00	\$83.98
<u>2020</u>	Delinquent	\$83.98	\$0.00	\$83.98
<u>2019</u>	Delinquent	\$83.98	\$0.00	\$83.98
<u>2018</u>	Delinquent	\$83.98	\$0.00	\$83.98
<u>2017</u>	Delinquent	\$12.63	\$0.00	\$12.63
<u>2016</u>	Delinquent	\$14.38	\$0.00	\$14.38
<u>2015</u>	Delinquent	\$14.38	\$0.00	\$14.38
<u>2014</u>	Delinquent	\$14.38	\$0.00	\$14.38
<u>2013</u>	Delinquent	\$102.20	\$0.00	\$102.20
<u>2012</u>	Delinquent	\$96.21	\$0.00	\$96.21
<u>2011</u>	Delinquent	\$90.22	\$0.00	\$90.22
<u>2010</u>	Delinquent	\$81.64	\$0.00	\$81.64

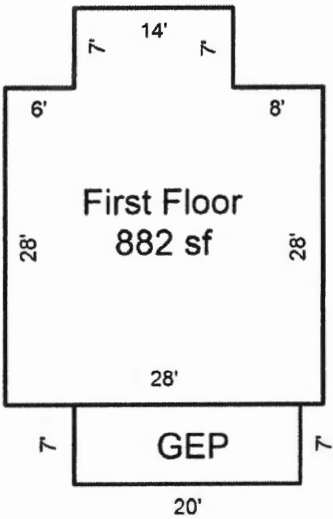
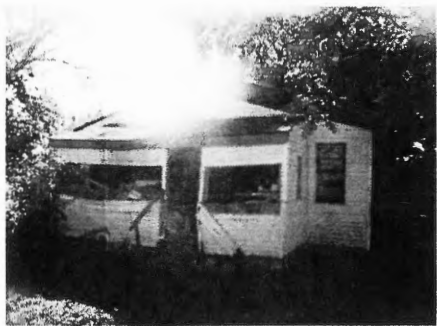
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
4/5/2019	4/5/2019	0	ST OF ARK REDM/CHU-CHAN ENTERPRISES INC	CHU-CHAN ENTERPRISES INC	2019	02283	
6/1/2015	5/28/2015	0	STATE LAND COMM/ CHU-CHAN ENTERPRISES	CHU-CHAN ENTERPRISES INC	2015	3260	
12/28/2005	12/28/2005	0	JOHNSON,FREDDIE LEE	CHU-CHAN ENTERPRISES INC	300	278-280	WD(WARRANTY DEED)
9/1/1983	9/1/1983	2,000		JOHNSON, FREDDIE LEE	198	586	WD(WARRANTY DEED)

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

Living Area 2nd Floor

Living Area Total SF

882	Basement Unfinished	0
0	Basement Finished w/Partitions	0
	Basement Finished w/o Partitions	0
882	Basement Total SF	0

Occupancy Type: Single Family

Grade: D5

Story Height: 1 Story

Year Built: 1979

Effective Age: 35

Construction Type: Std Frame

Roof Type: Asphalt

Heat / AC: Floor/Wall Furnace

Fireplace: 0 0

Bathrooms: 1 full 0 half

Foundation Type: Open Piers

Floor Type: Wood Subfloor

Floor Covering: linoleum: 882 sq ft

Additive Items:	Additive Item	Quantity	Size	Description
	GEP	140	7 x 20	GLASS ENCLOSED

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	FLAT HOUSE	1		

RESOLUTION NO. 2023-
CITY OF OSCEOLA, ARKANSAS

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER
STRUCTURES LOCATED AT 400 W FORD IN THE CITY OF OSCEOLA TO
CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES;
AND FOR OTHER PURPOSES.**

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF OSCEOLA, ARKANSAS:**

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LTS 12, 13 & 14 BLK 21 & S10' TOWNSITE ADD 400 W FORD ALLEY N
OF LOTS 12, 13 & 14 OF 36-13-10** within the City of Osceola, Arkansas.

*(Also shown on tax records as tax parcel number **301-02806-000** and more commonly known as **400 W FORD, Osceola, Arkansas**)*

A copy of the Resolution shall also be mailed to **117 W ALICIA ST, OSCEOLA, AR
72370.**

SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of APRIL 2023.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris Jr.

ATTEST: _____

City Clerk

Notice of Violation

City of Osceola

Office of Code Enforcement

303 West Hale Avenue P.O. Box 443

Osceola, AR 72370

Phone (870) 563-5245

Fax (870) 563-5195 or (870) 497-2228



02/28/2023

ROBERTSON, WILLIAM L & DEBORAH
315 W WASHINGTON OSCEOLA AR 72370

Subject Property: ~~400 W FORD OSCEOLA AR, AR~~ Parcel # 301-02806-000

Dear Property Owner:

YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

5.04.01 Property Maintenance - It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.

Action to be taken:

This letter is to serve as notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision on April 17th, 2023 at the regularly scheduled Osceola City Council Meeting at 5:00 PM CST. Failure to appear in person or by representative shall constitute that you have no objections to this matter.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS \$100.00 EACH DAY IS A SEPARATE OFFENSE. THE CLEANUP BEING PERFORMED BY CITY OFFICIALS ON THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF \$100.00 OR TEN PERCENT (10%) OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED IN CORRECTING THE CONDITIONS. A LIEN MAY BE FILED AGAINST THE PROPERTY AND AGAINST YOU AS THE OWNER FOR UNPAID FEES.

Thank You,

Office of Code Enforcement



Galaxy A42 5G



Galaxy A42 5G

Parcel Detail Report

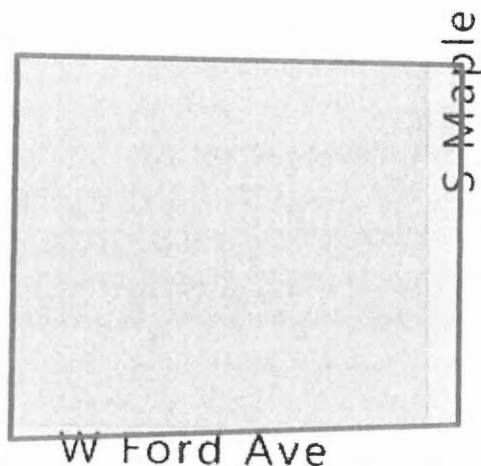
Created: 2/28/2023 9:36:25 AM

Basic Information

Parcel Number: 301-02806-000
 County Name: Mississippi County
 Property Address: ROBERTSON WILLIAM L & DEBORAH
 400 W FORD
 OSCEOLA, AR 72370-2524
 Mailing Address: ROBERTSON WILLIAM L & DEBORAH
 117 W ALICIA ST
 OSCEOLA AR 72370
 Collector's Mailing Address: ROBERTSON WILLIAM L & DEBORAH
 117 W ALICIA ST
 OSCEOLA, AR 72370
 Total Acres: 0.44
 Timber Acres: 0.00
 Sec-Twp-Rng: 36-13-10
 Lot/Block: 12-1/21
 Subdivision: TOWNSITE ADD
 Legal Description: LTS 12, 13 & 14 BLK 21 & S10' TOWNSITE ADD 400 W FORD ALLEY N OF LOTS 12, 13 & 14 OF 36-13-10
 School District: 1N OSCEOLA
 Improvement Districts: D112,ST FRANCIS LEVEE DISTRICT
 Homestead Parcel?: No
 Tax Status: Taxable
 Over 65?: No
 Parcel Boundary

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Leaflet | © 2023 Microsoft, © 2023 TomTom

Land Information

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
HOUSELOT	0.44 acres [19,166 sqft]					
HOUSELOT2	2 lots [0 sqft]	154	125			

Valuation Information

Entry	Appraised	Assessed
Land:	20,000	4,000
Improvements:	9,925	1,985
Total Value:	29,925	5,985
Taxable Value:		3,611
Millage:		0.0564
Estimated Taxes:		\$203.66
Assessment Year:		2022

Tax Information

Year	Book	Tax Owed	Tax Paid	Balance
<u>2021</u>	Current	\$203.55	-\$203.55	\$0.00
<u>2020</u>	Current	\$189.74	-\$189.74	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>13037</u>	Current	2021	10/13/2022	\$0.00	\$3,967.78	\$0.00	\$3,967.78
<u>8527</u>	Current	2020	9/1/2021	\$0.00	\$1,992.38	\$0.00	\$1,992.38

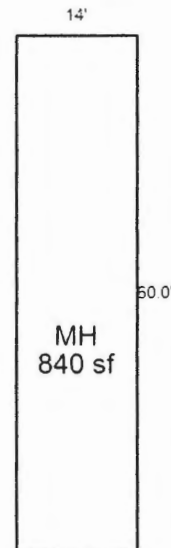
Sales History ?

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
11/14/2011	10/25/2011		0 ROBERTSON, WILLIAM L	ROBERTSON, WILLIAM L	2011	6585	
8/13/2008	7/28/2008		0 ROBERTSON, WILLIAM L	ROBERTSON, WILLIAM L	2008	5985	LE(LIFE ESTATE)
4/9/1999	4/9/1999	212,000	FOX, JOHNNY W	ROBERTSON, WILLIAM L	263	349	WD(WARRANTY DEED)
11/6/1996	11/6/1996	13,000	MOORE, MITCHELL D SR	FOX, JOHNNY W	251	684	WD(WARRANTY DEED)
12/1/1986	12/1/1986		0 MOORE, FAYE T	MOORE, MITCHELL D SR	209	384	
12/7/1978	12/7/1978		0	MOORE, FAYE T	177	451	

Improvement Information

Residential Improvements

Residential Improvement #1



Living Area 1st Floor

Living Area 2nd Floor

Living Area Total SF

840 Basement Unfinished	0
0 Basement Finished w/Partitions	0
Basement Finished w/o Partitions	0
840 Basement Total SF	0

Occupancy Type:	Mobile Home
Grade:	D5
Story Height:	1 Story
Year Built:	1987
Effective Age:	34
Construction Type:	
Roof Type:	Unkown
Heat / AC:	None
Fireplace:	0
Bathrooms:	
Foundation Type:	Unkown
Floor Type:	Unkown

Floor Covering:

Outbuildings / Yard Improvements:	OBYI Item	Quantity	Size	Description
	HOUSE		1	
	MH		1	
	MH		1	

Residential Improvement #2



Living Area 1st Floor	1,280 Basement Unfinished	0
Living Area 2nd Floor	0 Basement Finished w/Partitions	0
	Basement Finished w/o Partitions	0
Living Area Total SF	1,280 Basement Total SF	0

Occupancy Type: Mobile Home
 Grade: D5
 Story Height: 1 Story
 Year Built: 1986
 Effective Age: 29
 Construction Type:
 Roof Type: *Unkown*
 Heat / AC: None
 Fireplace: 0
 Bathrooms:
 Foundation Type: *Unkown*
 Floor Type: *Unkown*
 Floor Covering:
 Additive Items: Additive Item
 WD

Quantity	Size	Description
	36	WOOD DECKS

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.35	
Total Postage and Fees	\$8.85	03/01/2023

Sent To Cannon, Jaylon
Street and Apt. No., or PO Box No. 200 Watson
City, State, ZIP+4® OSCROCH, AR, 72370

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Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.98	
Total Postage and Fees	\$9.48	03/01/2023

Sent To Woodson, Ray
Street and Apt. No., or PO Box No. 113 Diane Dr
City, State, ZIP+4® OSCROCH, AR, 72370

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Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	03/01/2023

Sent To Bryant, Eugene or Stacie
Street and Apt. No., or PO Box No. 423 W. Hale
City, State, ZIP+4® OSCROCH, AR, 72370

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Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	03/01/2023

Sent To Watson, James
Street and Apt. No., or PO Box No. P.O. Box 831
City, State, ZIP+4® OSCROCH, AR, 72370

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Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	03/01/2023

Sent To Moskey, Ervin
Street and Apt. No., or PO Box No. 601 Childress
City, State, ZIP+4® OSCROCH, AR, 72370

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Oscroch, AR 72370

Certified Mail Fee	\$4.15	0770
\$	\$3.35	11
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	
Total Postage and Fees	\$8.37	03/01/2023

Sent To Robertson, William or Deborah
Street and Apt. No., or PO Box No. 315 W. Washington
City, State, ZIP+4® OSCROCH, AR, 72370

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Blountville, AR 72315

Certified Mail Fee \$4.15
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.87
\$
Total Postage and Fees \$5.02

Sent To Chu-Chan Enterprises Inc
Street and Apt. No., or PO Box No. 1006 N. Franklin
City, State, ZIP+4® Blountville, AR 72315

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Oscola, AR 72370

Certified Mail Fee \$4.15
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.87
\$
Total Postage and Fees \$5.02

Sent To Pitts-Tisdale, Jennifer
Street and Apt. No., or PO Box No. 414 Center
City, State, ZIP+4® Oscola, AR 72370

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Oscola, AR 72370

Certified Mail Fee \$4.15
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.87
\$
Total Postage and Fees \$5.02

Sent To Chalk, Charles
Street and Apt. No., or PO Box No. 112 W. Greenbriar
City, State, ZIP+4® Oscola, AR 72370

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0001 1070 9564

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Official Use

Certified Mail Fee \$4.15
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.87
\$
Total Postage and Fees \$5.02

Sent To Fairgreen Fields Trust
Street and Apt. No., or PO Box No. 3202 Cedar Ridge Court
City, State, ZIP+4® Friendswood, TX 77546

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7020 1810 0001 1070 9571

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Official Use

Certified Mail Fee \$4.15
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.87
\$
Total Postage and Fees \$5.02

Sent To Brooks, Leon
Street and Apt. No., or PO Box No. 2500 Deer Valley Rd Apt 714
City, State, ZIP+4® San Rafael, CA 94903-1996

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View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.
2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. GETTING YOUR SHIPMENT TO UPS

Customers with a scheduled Pickup
 - Your driver will pickup your shipment(s) as usual.

Customers without a scheduled Pickup
 - Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.
 - Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.

FOLD HERE

<div><div>CODY SHREVE 8705635245 CITY OF OSCEOLA 303 W. HALE AVENUE OSCEOLA AR 72370</div><div>SHIP TO: BARATELLI ARKANSAS PROPERTIES LLC 751 EAST DORCHESTER DRIVE JACKSONVILLE FL 32259</div></div>	<div>FL 321 0-04</div> <div></div>	<div>UPS 2ND DAY AIR</div> <div>2</div> <div>TRACKING #: 1Z E51 641 A6 3407 4217</div>	<div></div>	<div>BILLING: P/P DIRECT DELIVERY ONLY ADULT SIGNATURE REQUIRED-MIN 21</div> <div></div> <div>XOL 23.02.02 NV/45 9.0A 02/2023*</div>
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