



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, May 4, 2021

5:30 PM

Municipal Center, 300 S. Church

PUBLIC WORKS COMMITTEE MEETING AT 5:00 P.M.

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:25 P.M.

*PUBLIC HEARING AT 5:25 P.M. REGARDING THE ABANDONMENT OF A 12' ALLEY
LOCATED AT 101 SOUTH CHURCH IN JONESBORO, ARKANSAS AS REQUESTED
BY HTHREG, LLC*

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

*All items below will be voted on in one motion unless a councilmember requests a
separate action on one or more items.*

MIN-21:032 MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 20, 2021

Attachments: [CC Minutes 04202021](#)

RES-21:067 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND
COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

Sponsors: Mayor's Office

Legislative History

4/15/21	Nominating and Rules Committee	Recommended to Council
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RES-21:068 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER
INTO AGREEMENT WITH THE NATIONAL CORPORATION OF COMMUNITY SERVICE
AND ACCEPT THE FY21 AMERICORPS VISTA PROGRAM GRANT

Sponsors: Grants

Legislative History

4/27/21 Finance & Administration Recommended to Council
 Council Committee

RESOLUTIONS NOT ON THE CONSENT AGENDA**RES-21:069**

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2021 CDBG ACTION PLAN THAT INCLUDES THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

Sponsors: Community Development and Grants

Attachments: [2021 Action Plan_FINAL DRAFT_04272021](#)

Legislative History

4/27/21 Finance & Administration Recommended to Council
 Council Committee

6. NEW BUSINESS***RESOLUTIONS TO BE INTRODUCED*****RES-21:070**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1506 PRATT CIRCLE FROM THE ARKANSAS STATE LAND COMMISSIONER

Sponsors: Land Bank Commission

ORDINANCES ON FIRST READING**ORD-21:015**

AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH AS REQUESTED BY HTHREG, LLC

Attachments: [4.5.2021 Resolution - Alley Abandonment - 101 S Church](#)
[SOUTH CHURCH ABAND](#)

ORD-21:016

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

4/20/21 Public Safety Council Recommended to Council
 Committee

ORD-21:018

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 A PAYMENT IN LIEU OF TAXES AGREEMENT 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 A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.

Attachments: [Bond Ordinance \(Nice-Pak 2021\)](#)
 [Bond Purchase Agreement \(Nice-Pak 2021\)](#)
 [Lease Agreement \(Nice-Pak 2021\)](#)
 [PILOT Agreement \(Nice-Pak 2021\)](#)
 [Trust Indenture \(Nice-Pak 2021\)](#)

Legislative History

4/27/21	Finance & Administration Council Committee	Recommended to Council
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ORD-21:019 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 6515 C.W. POST ROAD, JONESBORO, AR AS REQUESTED BY JOHN STUCKEY.

Attachments: [Staff Summary - City Council](#)
 [Rezoning Plat](#)
 [Application](#)
 [Conceptual layout](#)
 [Nettleton School Email](#)
 [Rezoning Sign Pictures](#)

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-21:017 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4503 SOUTHWEST DRIVE, JONESBORO, AR AS REQUESTED BY DEBRA MANGRUM AND TOM KIRKSEY

Attachments: [Staff Summary - City Council](#)
 [Rezoning Plat](#)
 [Application](#)
 [Aerial View of Location](#)
 [Description](#)
 [Warranty Deed](#)
 [Valley View School USPS Green Card](#)
 [USPS Receipts](#)

Legislative History

4/20/21	City Council	Held at one reading
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ORDINANCES ON THIRD READING

ORD-21:014 AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT AS REQUESTED BY CITIFIRST PROPERTY GROUP, LLC

Attachments: [PDF sent from Petitioner](#)

Legislative History

4/6/21	City Council	Held at one reading
4/20/21	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-21:020 JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING FEBRUARY 28, 2021

Sponsors: Municipal Airport Commission

Attachments: [JAC Jonesboro Airport Financials 02_21](#)

COM-21:021 JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING MARCH 31, 2021

Sponsors: Municipal Airport Commission

Attachments: [JAC Jonesboro Airport Financials 03_2021](#)

9. CITY COUNCIL REPORTS**10. PUBLIC COMMENTS**

Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-21:032	Version:	1	Name:	MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 20, 2021
Type:	Minutes	Status:		Status:	To Be Introduced
File created:	4/21/2021	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 20, 2021				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CC Minutes 04202021				

Date	Ver.	Action By	Action	Result
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MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 20, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, April 20, 2021

5:30 PM

Municipal Center, 300 S. Church

PUBLIC SAFETY COMMITTEE MEETING AT 5:00 P.M.

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

Present 10 - Chris Moore; John Street; Mitch Johnson; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain; LJ Bryant and Brian Emison

Absent 2 - Ann Williams and Charles Frierson

4. SPECIAL PRESENTATIONS

[COM-21:019](#)

PROCLAMATION HONORING THE JONESBORO HIGH SCHOOL BOYS BASKETBALL TEAM AS THE STATE CHAMPIONSHIP BOYS BASKETBALL TEAM

Mayor Harold Copenhaver said, Good evening councilmembers and staff. It is my honor this evening and last meeting we had the state champion Lady JHS and we got to open the roof again tonight and that is a true honor. I will say before I read the proclamation, Coach Swift plays a big part in these young men's lives, but not only does he play a big part in athletics, but it is about the leadership role that he continues and instills in all of his athletes and it is about education. I am honored that he takes such a tribute to that and again, I appreciate your commitment to our community and to our youth because these are going to be the leaders. I know many of these men in this room. So, gentlemen, I am going to read this proclamation honoring the Jonesboro High School boy's state basketball champions. Whereas the Jonesboro High School boys' basketball team defeated Maumelle 58-56 last month for the State 5-A State Championship and whereas winning its 20th consecutive game, the Hurricanes won their third state title in the last five seasons with a record of 24-3 and finished ranked number 3 in all divisions according to the Arkansas Press and whereas Coach Wes Swift and this season's Hurricane team won because of mental toughness and maturity and great defense. And, whereas, senior Mr. McBride was declared state finals MVP and averaged 18 points per game on the season and fellow seniors Mr. Rouse, Mr. Richardson, Mr. Clark, Mr. Anderson, they were all team leaders. And, whereas, Assistant Coaches Sammy Lewis and Kenton Weaver, Coach Wes Swift's teams have won four state titles in the past eight seasons and are considered the most dominate high school basketball program in Arkansas over the past decade according to the National High School sports website Maxpreps. Now, therefore, I, Harold Copenhaver, Mayor of the City of Jonesboro, by the virtue of the authority vested in me by the laws

of the state of Arkansas, do hereby proclaim today Jonesboro Hurricane Day of the City of Jonesboro, Arkansas. Thank you so much gentlemen and I want to say I listen to all of your games, thus I am an alumni, you know that, you let Maumelle come back too quick you guys. Okay, you made everybody a little nervous, but you knew what you were doing. 58-56, it is a tribute, but its more of a tribute for what you do for this community by the standards that you lead and go forward. So, thank you again and I appreciate everything you all have done. Coach, here is your proclamation and there is a copy for every gentleman and person. So, again, thank you so much.

Read

5. CONSENT AGENDA

Approval of the Consent Agenda

At the request of the Finance Department, Councilmember Joe Hafner requested to remove RES-21:061 and RES-21:062 from the Consent Agenda. Councilmember Chris Moore motioned, seconded by Councilmember John Street to remove RES-21:061 and RES-21:062 from the Consent Agenda. All voted aye.

A motion was made by Councilperson Chris Moore, seconded by Councilperson John Street, to Approve the Consent Agenda. The motioned PASSED

Aye: 10 - Chris Moore; John Street; Mitch Johnson; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain; LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

[MIN-21:027](#)

MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 6, 2021

Attachments: [Minutes](#)

This item was passed on the Consent Agenda.

[RES-21:033](#)

A RESOLUTION TO CHANGE THE NAME OF THE "JONESBORO BEAUTIFICATION COMMISSION" TO "KEEP JONESBORO BEAUTIFUL."

This item was passed on the Consent Agenda.

Enactment No: R-EN-062-2021

[RES-21:055](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

This item was passed on the Consent Agenda.

Enactment No: R-EN-063-2021

[RES-21:058](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE RESPONSIVE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 3

Attachments: [Bid Tab](#)
 [Contract Documents - 2021 07](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-064-2021

[RES-21:059](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH COOPER MIXON ARCHITECTS, PLLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY MAINTENANCE FACILITY PROJECT (2021:99)

Attachments: [Agreement - City Maintenance Facility](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-065-2021

[RES-21:063](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH FIRST SECURITY BANK FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Attachments: [FirstSecurity_Joe Mack21](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-066-2021

[RES-21:064](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ACCEPT A STATE FARM MINI GRANT

This item was passed on the Consent Agenda.

Enactment No: R-EN-067-2021

[RES-21:065](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION FY21 LOW-NO EMISSIONS GRANT

Attachments: [04.13.2021 Low No Applicaiton Budget](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-068-2021

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

[RES-21:061](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4506 JANICE, JONESBORO, AR 72401, PARCEL 01-144271-15500, OWNED BY CHARLES LANCE & AMY BETH SLOAN

Attachments: [04.13.2021 4506 Janice](#)

At the request of the Finance Department, Councilmember Joe Hafner requested to

postpone temporary RES-21:061 until May 4, 2021. Councilmember Chris Moore motioned, seconded by Councilmember John Street, to postpone temporary RES-21:061 until May 4, 2021. All voted aye.

A motion was made by Councilperson Chris Moore, seconded by Councilperson John Street, that this matter be Postponed Temporarily . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

[RES-21:062](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 706 W. JEFFERSON, JONESBORO, AR 72401, PARCEL 01-143134-16800, OWNED BY DEUTSCHE BANK NATIONAL TRUST CO

Attachments: [04.13.2021 706 W. Jefferson](#)

Councilmember Joe Hafner motioned, seconded by Councilmember John Street, to postpone indefinitely RES-21:062 because it had been paid. All voted aye.

A motion was made by Councilperson Joe Hafner, seconded by Councilperson John Street, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-21:066](#)

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 12' ALLEY LOCATED AT 101 SOUTH CHURCH IN JONESBORO, ARKANSAS AS REQUESTED BY HTHREG, LLC.

Attachments: [4.5.2021 Resolution - Alley Abandonment - 101 S Church SOUTH CHURCH ABAND](#)

A motion was made by Councilperson Chris Moore, seconded by Councilperson Bobby Long, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: R-EN-069-2021

ORDINANCES ON FIRST READING[ORD-21:017](#)

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4503 SOUTHWEST DRIVE, JONESBORO, AR AS REQUESTED BY DEBRA MANGRUM AND TOM KIRKSEY

Attachments: [Staff Summary - City Council](#)
[Rezoning Plat](#)
[Application](#)
[Aerial View of Location](#)
[Description](#)
[Warranty Deed](#)
[Valley View School USPS Green Card](#)
[USPS Receipts](#)

Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-21:017 by title only. All voted aye.

Councilmember John Street asked that ORD-21:017 be held to three readings.

Held at one reading

7. UNFINISHED BUSINESS**ORDINANCES ON SECOND READING**[ORD-21:014](#)

AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT AS REQUESTED BY CITIFIRST PROPERTY GROUP, LLC

Attachments: [PDF sent from Petitioner](#)

Held at second reading

ORDINANCES ON THIRD READING[ORD-21:010](#)

AN ORDINANCE TO AMEND ORDINANCE 117-2 AND ORDINANCE 117-139 TO DEFINE AND PROVIDE ZONING CLASSIFICATIONS FOR HOMELESS SHELTERS

A motion was made by Councilperson John Street, seconded by Councilperson Chris Moore, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore; John Street; Mitch Johnson; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain; LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-011-2021

[ORD-21:011](#)

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SUPPORTING ADVANCEMENT, INC. D/B/A LOST PIZZA CO. AT HILLTOP TO BE LOCATED AT 3410 E. JOHNSON AVENUE

Attachments: [Lost Pizza Private Club Permit Application](#)

A motion was made by Councilperson John Street, seconded by Councilperson Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-012-2021

[ORD-21:012](#)

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3 LUO, GENERAL COMMERCIAL DISTRICT, LIMITED USE OVERLAY TO RS-6 SINGLE FAMILY RESIDENTIAL DISTRICT FOR PROPERTY LOCATED AT 3506 SOUTHWEST DRIVE AS REQUESTED BY JEREMY BEVILL OF FISHER & ARNOLD ENGINEERING ON BEHALF OF SOUTHERN HILLS REAL ESTATE, LLC

Attachments: [Staff Summary - City Council](#)
[Rezoning Plat](#)
[Cover Letter - Rezoning](#)
[Application](#)
[Overall Vicinity Map](#)
[Traffic Volume Letter](#)
[Nettleton School Email](#)
[Certified Mail Receipts](#)

A motion was made by Councilperson John Street, seconded by Councilperson Joe Hafner, that this matter be Passed . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-013-2021

ITEMS THAT HAVE BEEN HELD IN COUNCIL

[ORD-21:006](#)

AN ORDINANCE ADOPTING BY REFERENCE THE COTTAGE HOUSING STANDARDS TO ENCOURAGE AN ALTERNATIVE TYPE OF DETACHED HOUSING BY PROVIDING RESIDENCES FOR HOUSEHOLDS OF TYPICALLY ONE TO TWO INDIVIDUALS WITHOUT UNDERGOING THE SUBDIVISION PROCESS AND TO PROMOTE HEALTH, SAFETY, AND WELFARE FOR THE CITIZENS OF

JONESBORO

Attachments: [Cottage Housing Ordinance 1.26.21](#)
[Shirley Moore Handwritten Message 03022021](#)
[Cottage Housing Ordinance Revised 3.2.21](#)
[Billy Brown Drop Off 03102021 Cottage Housing](#)
[Northside Coalition Petition 03112021](#)
[Billy Brown email with petitions 03102021](#)
[Cottage Housing Ordinance Final Revised 3.18.21](#)
[Citizen Comments Regarding Cottage Housing](#)
[Citizen Comments Regarding Cottage Housing Updated 04202021](#)

Councilmember Dr. Charles Coleman said, I want to first thank Planning Director Derrel Smith for his patience with us in the community, especially with our Northside Initiative. I think he did and is doing a great job on trying to get this thing taken care of. The only item that I have is that I hope in further dealings with this type of housing that there be a wider gap between them than the 10' situation. I want to make sure that him coming to our meetings and other meetings in our community, I think that is really appropriate and a lot of other people need to do it and address the citizens' concerns. I want to make sure that he gets credit for all of the work that he has done. Even though I disagree with a lot of things, I still think that he did a heck of a job. Mayor Copenhaver said, duly noted Councilmember, duly noted.

Patti Lack, 4108 Forest Hill Road, said, I have a couple of comments that I need to make and I have a couple of questions that I would appreciate if Derrel could answer. I got a couple of questions from some people. Would that be okay? Mayor Copenhaver said, you can address me on the questions, yes ma'am. Ms. Lack said, okay, thank you. First, I want to say that is as much as I enjoy coming up here to the front and seeing all of you is that I wish I didn't have to and I wish you guys probably have the same feeling. One of the reasons why I come up here and ask a lot of questions is that I am finding that the questions that I email are not getting answered. So, I never know what the answer is to some of my questions. And, I am finding that when I write the department head, is that I don't get a reply from the department head being the expert. I am finding that I am getting a reply back from Bill Campbell and we go back and forth when I do hear from him. And, I did hear from him today, so I appreciate that on a different issue. With that being said, I know last week or two weeks ago, I came up here and told you guys that I took the time and I went around Jonesboro and I went to the downtown area to look at the different types of zonings in areas that these cottage homes could be placed in. And, I took the map from the Planning area and it was really difficult to read and so I blew up the map to find out the different colors and I got the reply back from Senior Planner Ryan Robeson which I told you that the city is still using the old zonings. So, last week or two weeks ago, I also told you that I sat with Gary Harpole and he showed me on his phone the new rezonings that you could pull up doing an extra step on that planning map. So, on Thursday after the city council meeting, I emailed the planning department and Derrel and asked him how I could do this to find out exactly where the rezonings are and the new rezonings so I could find out some more information. I have not gotten a reply back from him. So, I still have not been able to look at that. So, what I am trying to say to you all is that a concerned citizen if they wanted to find out whether this ordinance is a good thing or a bad thing or whether it is going to be being built in their neighborhood, they can't find out because even I can't find the answers of how to look on the map. So, with that being said, I think that we know that this ordinance is mostly geared for the downtown area and I don't have a problem with that. And, there is no doubt in my mind that these cottage homes are going to be super nice in this area. I think the reason why it is even

going to be better is because the downtown area has a downtown overlay so they have a little bit more restrictions. So, I think they will be a little bit nicer. My concern is that if you have four-to-twelve of these small homes in the different areas of our city, they might not be as top notch or as high quality as the ones that are going to be down in the downtown area. I hope they will and I hope that we follow everything that is in that ordinance because I think that based upon the meetings that we have had and Dr. Coleman said with the neighborhood meetings is thank you for having those because I think we have added a couple of new things to the ordinance and then we have changed some to make it a little bit better ordinance. So, hopefully, those will be followed. So, if I could ask Derrel a couple of questions or I can ask you. Mayor Copenhagen said, yes, ask me and Mr. Smith. Ms. Lack said, Mr. Smith, excuse me for that. The first question is the parking. We have one acre. We have 12 homes. We have 24 parking spaces on that acre. Where are the visitors going to park especially with some of the narrow streets that we have in the downtown area? How are we going to handle that problem? That is the first question. Okay, the second question is that the newspaper article on Sunday, it said something about that the city could not regulate the owner occupied or whether it is a rental property. Is that I know that we have expanded or talked a little bit about the HOA. Is that what happens when those properties become all rentals? How are we going to handle that? The third question I have is that Derrel, Mr. Smith, excuse me, Mr. Smith has said that R-1, there are not going to be any cottage homes built in the R-1 which is an old rezoning and that the MAPC decided to take that out. I would like to ask him if he could explain the reason why they took that out. Two more questions. In the newspaper, it says that the cottage homes would be built in clusters of four-to-twelve maximum, all within an acre. My question is to Mr. Smith, is that what happens? Can I have a half of an acre and put six of them? Because the word within kind of gives a broad definition. What does that mean? And, the final question is that since the cottage homes can be built in so many zonings that we have right now, that property is already going to be zoned that way. So, will the developers have to go through the same process of going through the MAPC and then coming to you all to approve because there won't be one of those blue rezoning signs so no one will know what is going on. So, how are the citizens going to be notified that they are going to get cottage homes in their area? So, I would appreciate those questions. Mayor Copenhagen said, okay, thank you Ms. Lack. Ms. Lack said, thank you. Mayor Copenhagen said, what I am going to do is have Mr. Smith email you tomorrow with answers in detail on your questions. Okay. Thank you. Duly noted. Ms. Lack said, okay.

Councilmember John Street said, Mayor, I have Ms. Shirley Moore on the phone. My name is Shirley Moore and I live at 1902 Mount Vernon Drive. I called last week thinking that this would just be great for retired people because they have so much to offer here in Jonesboro. When I went down and got the concept, and read on it, it was disappointing. One place here it says the lot average with the house and lot would be 1,250 sq. ft. and then there was going to be an upstairs. This sounds like it would be a loft bedroom and then on another page, it says all structures shall maintain ten feet of separation between houses. Well, ten feet between houses, that is a fire hazard. This is just unreal when I got to reading all of this stuff on here. And, it is something I sure wouldn't want in my neighborhood the way that it stands right now. However, when I called last week, I thought that this would be great for retired people. But, no it wouldn't be for them. And, I hope the council will give a lot of consideration on this. We had someone that was wanting to build a bunch of houses on a little lot and we had to get out and form a petition to try to stop it because we didn't want that type of thing in our neighborhood and I don't think either one of you would want that many houses crammed on a lot in your neighborhood. Thank you. Mayor Copenhagen said, thank you for reaching out to us and your comments. They are duly noted.

Councilmember Bobby Long said, Mr. Mayor, if you don't mind, I would like Derrel to come up to the podium and speak a little bit on some of the questions that were posed. I think that I would like to hear those and I think the people would too instead of it just being an email between the two. Mayor Copenhagen said, I understand that. I think that it is important too that we get back the correct information in detail and that is where I was going Councilmember and we will be more than happy to put that out for public comment as well. But, Derrel, there were six questions and some will require more detail. I just want it to be accurate. Councilmember Long said, yes. I think, I would hope that Derrel would be able to give us at least a summary of these things because I saw him shaking his head on some of the things so I am sure that he could have just a few comments for us right now and then post the detailed comments at a later date. Mayor Copenhagen said, Mr. Smith, if you would like to approach.

Planning Director Derrel Smith asked, Mr. Long, which questions, which ones do you want me to go through? Mayor Copenhagen said, the first question initially, Derrel, was parking. The parking requirements for each unit are listed in the ordinance. The ordinance requires non-detached parking. It can be either surface parking or garage parking. So, it will be there for the units. Visitors, as we review the site plan, which will go through MAPC for review, will look at parking and see if there is visitor parking available. And, if not, we will probably make those requirements to make that. Also, in the older areas, there will be on street parking. It is allowed. And, all of our streets in Jonesboro allow on street parking, even our residential areas allow it now. So, we will review that during the site plan review process and through MAPC. Councilmember Long said, I think another question was the overlay issue. Mr. Smith said, right. The overlay area is a little unique in that we have the downtown Jonesboro Redevelopment District. And, so, all of that area is considered an overlay. So, there are additional design guidelines that are required in that. It is true that not all of the areas are in the Redevelopment District. There are some that are not. But, we have, as we have stated in the past, we have done as much as the state is going to allow us to do in putting design guidelines on single-family homes because I still have the statute here. It would be Senate Bill 170 in 2019 where it basically says that cities cannot impose design guidelines on single-family homes. As far as the owner-occupancy versus the rental, we can't do that in a regular subdivision now. That will be up to the HOA to make those determinations. A Home Owners Association can make those requirements where a city cannot. Councilmember Long said, okay, so that can be a requirement by the HOA. Mr. Smith said, it can be a requirement in the Home Owners Association. Councilmember Long said, okay. Mr. Smith said, the city cannot make that requirement. Councilmember Long said, okay and I think one of the other questions was the R-1. Zoning those will not be allowed in R-1. Mr. Smith said, originally, we had included it in the R-1 zoning and MAPC had asked not to include it in R-1. I don't know. Councilmember Long asked, is it in there now? Mr. Smith said, it is not in there now. Councilmember Long said, so, you cannot build cottage houses in R-1. Mr. Smith said, that is correct. I am not exactly sure why they asked for it to be removed, but they asked for it to be removed from R-1 so we removed it and sent it to you. Councilmember Long said, alright. Mayor Copenhagen said, Derrel, why you are here, can you address the other lady's concern about a firewall. Mr. Smith said, we have a lot of single-family homes being built right now that are ten-feet apart. That is what the fire code requires is ten-feet without any additional fire barriers. So, you can still have windows and openings in your sidewalls. So, that is in our single-family subdivisions right now. It depends on the zoning. It can be anywhere from ten-feet to twenty-feet. But, ten-feet fire codes do not require firewalls and it allows windows and doors on the sidewalls and so that is where we went with the ten-feet. Mayor Copenhagen said, okay. Mr. Smith said, the other thing is I think the half-acre. If the square footage is there, it

is going to be determined by square footage for each unit. You have to have four. You can have up to twelve. You can have anywhere in between there. So, if it is a half-acre and you can fit four in there, or if you can fit six in there, that is what we will look at as a square footage for each unit. Mayor Copenhagen said, but again, you are assessing this through all of the ordinances that are already in place and everything else will apply. Mr. Smith said, yes sir. Yes sir. Mayor Copenhagen said, alright. Councilmember Long said, Derrel, thank you. Mr. Smith asked, are there any other questions? Councilmember Long said, I feel that Jonesboro has a unique opportunity right now to move forward with this type of housing that will benefit a lot of people. At the same time, Jonesboro also has a great opportunity to regain trust. I don't think it was a surprise that a lot of the comments were centered around we know what the ordinance says but we don't believe that it is going to be followed or it is going to be followed by some and not all. So, I think we have a unique opportunity to regain some of that trust that sometimes the city may not have. So, I think we are on the right track. Mayor Copenhagen said, well said Councilman and we will get those answers to you in detail as well.

Councilmember John Street said, I would add Mayor that I think it is another viable option for housing in Jonesboro. Especially, everybody doesn't need a 2,000 sq. ft. house or whatever, especially maybe young newlyweds or older retired people. It is a good use of our land. They keep talking about sprawling. It is a good use of the land and I think it will promote revitalization when you use it on infill projects in some of the older areas. I think everything I have looked at from other cities will reflect that. So, I believe it is a positive thing as well. Mayor Copenhagen said, I commend councilmembers and staff for listening to the communities concerns and needs. And, so, they have done the due diligence on this. I commend everybody involved.

Councilmember Dr. Charles Coleman said, I abstain from voting. Councilmember Long asked, did Mr. McClain abstain? Councilmember David McClain said, no I didn't. I voted aye. Councilmember Dr. Coleman said, that was Dr. Coleman that abstained. Councilmember Chris Moore said, Mr. Mayor, I have to raise a point of order with Dr. Coleman. How can you abstain after you have engaged in discussions? I think that violates the council's rules. Councilmember Coleman said, well, after I thought about it, Chris, and I do agree with what you are saying, but at the same time, I still have questions and it is hard for me to vote for something I still have questions about. If that is being out of order, I guess I am just out of order. Mayor Copenhagen said, the motion still passes. Councilmember Long asked, is it a no vote or abstained. I think it counts as a no vote. Mayor Copenhagen said, it counts as a no vote.

A motion was made by Councilperson John Street, seconded by Councilperson Chris Moore, that this matter be Passed . The motion PASSED with the following vote.

Aye: 9 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Nay: 1 - Charles Coleman

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-014-2021

8. MAYOR'S REPORTS

Mayor Harold Copenhagen reported on the following items:

We have the March Financial Reports in front of us and if anybody has got any

comments or questions, feel free to ask Mr. Purtee.

At the City of Jonesboro, we have defined 2021 as a year of innovation. We want to insure that this model is sustainable and doing that could require change at many levels and how we go about our business. We are taking an opportunity to truly look at where we are as a city, as a government entity that provides the fundamentals for the growth, success, and happiness of 80,000 residents. We are reviewing each department to find efficient ways to maximize our services. Meanwhile, we study other cities. Those that are thriving and those that are struggling. This is something that we have to do because this shows us what we are competing with. And it is revealing both our successes and our shortcomings. I am proud of our successes and the relentless commitment that our city of Jonesboro team continues to provide. Since the last council meeting, most of the calls and emails from concerned residents to our office involve slowing traffic in pedestrian heavy areas, our ongoing problems with Suddenlink, and continuing our focus on cleaning up Jonesboro. I saw a story in the Sun by Keith Inman last week about the cities in Arkansas and other states suing Suddenlink for price gouging, unfair trade practices and more. Also, legislation has been passed in Little Rock that loosens restrictions on cities seeking better competition for broadband services. We have talked about this since my first day in office, actually before I took office, and as a part of our commitment to innovation, we are exploring any option to improve access to technology for the people of Jonesboro. Our safety of our children and pedestrians is a top priority again of our administration. With nicer weather, encouraging more people to spend time outside, we have noticed an uptick in calls concerning speeders in residential areas. As a matter of fact, Chief told me today that we had over 290 accidents in the past month. So, there is an uptick. First, if you are one of those speeders, slow down. Our police and I will have zero tolerance on any speeding putting children and pedestrians at risk. In addition to stepping up patrols in neighborhoods, we plan to release guidance on approved traffic for calming investments. Then, individuals in their neighborhoods can invest for safety in their own neighborhoods. Last week Tony Thomas and Councilmembers David McClain and Bobby Long visited with concerned neighbors in the Countrywood area. With their help, we were able to identify several culverts that were not operating at full capacity which is likely hindering drainage. Our office is processing both historical and recent repeat flooding areas into a review to see where gridlock is occurring in our drainage system. Some properties will flood regardless of the extent of mitigation, but our goal is to take a very proactive measure to eliminate or reduce flooding where possible. While most of the calls regarding litter have been messages of thanks for litter that was picked up by either the city or recent cleanup efforts. We are still receiving some calls pointing out problem areas. Cleanups last week netted over seven tons of trash and litter to be hauled to the dump. That is a huge step. I implore everyone to stay engaged because we are making a difference now. Don't litter. Hang on to your trash and take it to your dumpster at home. And, pick up what you can. Don't leave litter at your feet because it is not yours. This is our city, our Jonesboro, let's take pride in keeping it beautiful. And, this weekend, we are also having a clean sweep through different parts of the community so please look on Jonesboro.org for those locations.

[COM-21:017](#)

MARCH 2021 FINANCIAL REPORTS

Attachments: [Financials Overview March 2021](#)
[Schedule of Changes in F.B. and Required Reserve Report March 2021](#)
[Schedule of Revenue vs. Expense March 2021](#)
[Schedule of O&M Departmental Overview March 2021](#)
[Schedule of Fixed Asset and Cap. Imp. Detail March 2021](#)
[Deposit Collateralization Report March 2021](#)
[Sales Tax Report \(Combined\) March 2021](#)
[State Turnback Report \(Combined\) March 2021](#)
[Highway Sales Tax Report March 2021](#)

Filed

9. CITY COUNCIL REPORTS

Councilmember David McClain said, Mayor, can I ask you a question. You said neighborhoods would be able to see some examples of approved traffic calming methods. Did I hear you correctly? Mayor Copenhaver said, what we are putting together with our city engineer and staff are opportunities for communities or areas of our community if they are interested in slowing down traffic through their community, options that are available to them so we are going to be providing that whether it is a speed table as they call it, not a speed bump, but a speed table. And, possibly if they need to have their speed limits slowed down in their area. So, we are looking at ways that we can provide that through our engineer so we can do it the correct way for our communities. Councilmember McClain said, okay. The only other thing I had, May 1st, we have the cleanup out at Allen Park at 9:00 a.m.-12:00 noon so if anybody can make it, we would appreciate you guys coming out and helping us clean up the area. Mayor Copenhaver said, thank you Mr. Councilmember.

Councilmember Bobby Long said, thank you Mr. Mayor and Tony Thomas that is in the room. I want to thank him especially for coming out. We had a large gathering with signs and maps and everything else. There were some people that were truly distraught about what was happening. They had some common sense reasonable approaches. They weren't asking for the moon. They were just asking for some help. Mr. Thomas was very clear, concerned, and stayed out there for as long as it took and for as long as people wanted to speak to him. I just want to commend him for that. It was a good night. So, hopefully, we can get some resolution to some of these issues. Another thing that I wanted to ask about was the same thing that Councilman McClain had brought up. These speed bumps or speed tables, would these be things that are regulated by the city? Would a neighborhood call up and say hey listen well just for instance, the neighborhood meeting that we just had, this guy had mentioned that he has a daughter that moved into the area and there is one particular vehicle that does 60 mph and pretty much drifts around the curve. He wants to know if that is something the neighborhood buys or is that something that would be available that they could request and the city would come out every so often and put them in at intervals that are consistent with what we need to have traffic flowing, but still have that traffic slowing down. Would that be something that the neighborhood would buy or would that be something that the neighborhood could buy through the city and the city come out and install? Mayor Copenhaver said, well, that would be where Engineering Director Craig Light is going to be giving your exact questions, that is what he is going to be answering. So, some will be mobile. Some can be permanent depending upon what the residents want. But, then, we will have the guidelines in place, the ordinances that are already in place so we don't have to adjust anything. So, that is a good question. And, I also want to say and I want to commend that group of people of about 25 from what

Mr. Thomas told me. And, they came with a solution and that is what this community is about. Councilmember Long said, they did. Mayor Copenhagen said, I think it is important that people that want to get involved, if they have got questions and concerns, come to us with a solution so we can incorporate those hopefully. So, I think that is great. Councilmember Long said, it was truly civil. It was a civil meeting and Mr. Thomas did a great job of saying what he feels can happen, what cannot happen, and everyone left with a sense that we are moving forward to a solution. So, thank you. Mayor Copenhagen said, thank you Mr. Councilmember.

Councilmember LJ Bryant said, just two or three quick things. I know Councilmember Hafner and I have both emailed Beverly Parker about helping with the cleanup along Harrisburg Road and we are trying to work out some details on that. And, then along the lines of speeding, I take my dog most every day to Craighead Forest and I know that we have a problem there. Certainly, there, traffic flow isn't much of an issue because you know at any given time, it is not like we have a traffic jam there. We certainly have a speeding problem there on occasion at least. I think the last thing I would say along those lines is that is exciting that we are going to make some movement there. That is something that we have really needed to do for a while so I'm really excited to hear that. And, I will kind of say what I have always said along these topics over the years, certainly we have partnered with groups at the city and folks have come forward and wanted to participate with funds, that is great. I just think that we always have to be careful that we don't disenfranchise lower income neighborhoods that might have speeding problems, but might not bring the funds forward or have the funds to bring forward to help with the problems in their neighborhood. So, hopefully, we can keep that in mind. Mayor Copenhagen said, good comments, Mr. Councilmember. Thank you.

Councilmember John Street said, Mayor, with regards to the cleanup last week, Judy Casteel had a well-organized group for the West End Neighborhood Association and some of them stayed another hour to hour and a half longer than the scheduled deal, but it was a really good success. They picked up a lot of trash and made a lot of difference. I was really impressed with the turnout. Mayor Copenhagen said, if I can add to that Mr. Councilmember, I was duly impressed as well with the city employees and how well-organized it was and again, that is from many years of doing this, but they had it down to a science. They really take pride in their communities. They enjoyed the fact that people had things out for them. And, so, again, they do it in such an expedient way, but they take pride in it.

Councilmember Chris Gibson said, Nominating & Rules met last week and there were a few items that we were going to forward onto full council tonight or walk onto full council. I don't see a reason to rush those items so we are just going to put them on the agenda for our next meeting. Mayor Copenhagen said, thank you Mr. Councilmember and I appreciate you calling that meeting last week.

Councilmember Dr. Charles Coleman said, we have a cleanup on May 15th, also one in June, and also one in July. The one on May 15th will be on Fisher Street, Allen, Belt, Scott Street, and that area. The one in June will be over in the French Street area. We will meet at Parker Park. And, then we have another one in July. We don't have a designated place yet. I got an email from Mike Tyner today and we are making plans to get those taken care of. Mayor Copenhagen said, thank you Mr. Councilmember.

Councilmember Brian Emison said, I just have a few things for us this evening. First of all, I wanted to say I just recently started the 11th Chapter of the Jonesboro Citizens Police Academy. Thank you to Chief Elliott for putting that on. I am also honored to

have a couple of really good class members in there amongst others, but particularly seeing some of the city employees in there with us, Mr. Brian Richardson and Mr. Tony Thomas, along with Mr. Michael Eckert from over in Human Resources. It is exciting to see a lot of the employees from the city want to go out and do that, not only to see how life looks from the Police standpoint, but also learn more about how the citizens interact with the police department. So, I just wanted to say that and also, since we are speaking on police and public safety, also a big thank you to Code Enforcement. They went out and helped Mr. Michael and helped me out on a situation over on Edna Drive. So, thank you to that. I think that involved a couple of police officers as well. So, once again, they don't get paid enough and we need to support them in every way that we can. And, finally, I just wanted to put a note out there for the public. There has been a new part of the CARES Act that has been kicked out that is being called the restaurant revitalization fund. If you have a restaurant out there and you are still feeling some of the effects from COVID-19 or anything, Ms. Laura Miller out at ASU in the Small Business and Technology Development Center, there are some other governmental grants and funds out there to help you out so just ready to get Jonesboro back to work and back to entertaining the people that come and visit our city. Thank you.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilperson Joe Hafner, seconded by Councilperson Brian Emison, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 10 - Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain;LJ Bryant and Brian Emison

Absent: 2 - Ann Williams and Charles Frierson

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk



Legislation Details (With Text)

File #:	RES-21:067	Version:	1	Name:	MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER
Type:	Resolution	Status:			Recommended to Council
File created:	4/14/2021	In control:			Nominating and Rules Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER				
Sponsors:	Mayor's Office				
Indexes:	Appointment/Reappointment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/15/2021	1	Nominating and Rules Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

WHEREAS, the following appointments/reappointments have been recommended by Mayor Harold Copenhaver.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, that the following appointments/reappointments be confirmed:

Auditorium Commission

Re-appointment of Robbie Johnson to a term ending 4/30/2026

Board of Zoning Adjustments

Re-appointment of Doug Gilmore & Max Dacus, Jr. to a term ending 4/30/2024

Municipal Airport Commission

Re-appointment of Matt Hyneman to a term ending 4/30/2026

Appointment of Davy Carter to complete an unexpired term ending 4/1/2024

Metropolitan Area Planning Commission

Re-appointment of Lonnie Roberts to a term ending 04/30/2024

Appointment of Monroe Pointer & Stephanie Nelson to a term ending 4/30/2024



Legislation Details (With Text)

File #:	RES-21:068	Version:	1	Name:	TO ENTER INTO AGREEMENT WITH THE NATIONAL CORPORATION OF COMMUNITY SERVICE AND ACCEPT THE FY21 AMERICORPS VISTA PROGRAM GRANT
Type:	Resolution	Status:			Recommended to Council
File created:	4/21/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE NATIONAL CORPORATION OF COMMUNITY SERVICE AND ACCEPT THE FY21 AMERICORPS VISTA PROGRAM GRANT				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/27/2021	1	Finance & Administration Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE NATIONAL CORPORATION OF COMMUNITY SERVICE AND ACCEPT THE FY21 AMERICORPS VISTA PROGRAM GRANT

WHEREAS, the City of Jonesboro was awarded the FY21 AmeriCorps VISTA Grant in the amount of \$53,483 with a local match of \$13,399 for a total project cost of \$66,882; and

WHEREAS, RES-20:244 approved this expenditure in the 2021 budget; and

WHEREAS, the FY21 AmeriCorps VISTA Program grant award provides funding to the City of Jonesboro to hire three full-time VISTA members for a service term of one year to assist in capacity building within the Grants and Community Development Department; and

WHEREAS, the City of Jonesboro will cover the living allowance for one (1) VISTA member and AmeriCorps will cover the cost of the living allowance for two (2) VISTA members, as well as all three (3) members' associated benefits; and

WHEREAS, the three positions to be filled will be Outreach Officer, Fundraising Specialist, and Grant Writer; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro will enter into agreement with the National Corporation of Community Service to accept the 2021 AmeriCorps VISTA Grant for \$53,483 with a local match of \$13,399.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro

to execute all documents necessary to effectuate all agreements.



Legislation Details (With Text)

File #:	RES-21:069	Version:	1	Name:	TO APPROVE THE 2021 CDBG ACTION PLAN THAT INCLUDES THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET
Type:	Resolution	Status:			Recommended to Council
File created:	4/21/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2021 CDBG ACTION PLAN THAT INCLUDES THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET				
Sponsors:	Community Development, Grants				
Indexes:	Grant				
Code sections:					
Attachments:	2021 Action Plan_FINAL DRAFT_04272021				

Date	Ver.	Action By	Action	Result
4/27/2021	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2021 CDBG ACTION PLAN THAT INCLUDES THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

WHEREAS, the City of Jonesboro received \$663,554 in CDBG allocation to carry out allowable activities; and

WHEREAS, the City of Jonesboro proposes these funds will be used for the following activities:

1. Assistance to the Veterans Village for construction of the Outreach Resource Center
2. Homeless Shelter in the City of Jonesboro
3. Disaster and Emergency Preparedness
4. Public Services
5. Homeowner Rehabilitation
6. First Time Homeownership
7. Neighborhood Revitalization
8. Public Facilities and Infrastructure improvements

WHEREAS, the City of Jonesboro, Arkansas has held two public hearings and one public review and comment period for the Annual CDBG Action Plan; and

WHEREAS, the 2021 CDBG Action Plan is in the fourth year of the (2017 - 2021) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the FY2021 Action CDBG Plan contains the projects, activities and budget for allocated Federal funds of \$663,554. The 2021 Action Plan's budget has been listed below:

1. Homeowner Rehabilitation Assistance (may include sewer connection) - \$14,000

2. Homeowner Assistance - \$50,000
3. Demolition & Clearance Assistance - \$10,000
4. Neighborhood Revitalization Program - \$90,000
5. HSP: Veterans Village Outreach Center - \$50,000
6. Public Services - \$61,707
7. Public Facilities and Improvements - \$160,000
8. Homeless Prevention and Services - \$50,000
9. Set aside for additional projects - \$45,137
10. CDBG Program Planning & Administration - \$132,710

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION 1: The 2021 Action Plan, attached hereto, is hereby approved by the City Council.

SECTION 2: The 2021 CDBG projects, activities and budget are hereby approved for the Action Plan.

SECTION 3: Mayor Harold Copenhaver and City Clerk April Leggett are hereby authorized to execute all documents necessary to effectuate the Action Plan.

SECTION 4: The Grants and Community Development department is hereby directed to submit the plan to the U.S. Department of Housing and Urban Development by May 21, 2021.



Annual Action Plan

Community Development Block Grant

2021 Program Year

(July 1, 2021 – June 30, 2022)

City of Jonesboro
Department of Grants & Community Development
300 South Church Street, Suite 402
Jonesboro, Arkansas 72401

Annual Action Plan
2021

2021 Annual Action Plan

(July 1, 2021– June 30, 2022)

City Council Members

Harold Copenhaver, Mayor

Charles Frierson, Ward 1

Brian Emison, Ward 1

Dr. Charles Coleman, Ward 2

Chris Moore, Ward 2

Ann Williams, Ward 3

Chris Gibson, Ward 3

John Street, Ward 4

Mitch Johnson, Ward 4

LJ Bryant, Ward 5

Joe Hafner, Ward 5

Bobby Long, Ward 6

David McClain, Ward 6

Department of Grants & Community Development

Regina Burkett, Director of Community Development

Brenda Hall, Grants & Finance Specialist

Tonya Hass, CDBG Program Manager

Lakyn Williams, Grant Writer

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Community Development Block Grant Program
2020 Program Year Funds \$663,554

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Entitlement Program allocates annual funds to the City of Jonesboro, Arkansas. The CDBG Program authorized under Title 1 of the Housing and Community Development Act of 1974. The purpose of the program is to provide funding for grantees to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities benefitting for low- and moderate-income persons within city limits of Jonesboro. CDBG eligible activities must address one of the following three National Objectives:

- Benefit to low-and moderate-income (LMI) persons or households;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (urgent need).

City of Jonesboro, as grantee, carry out a wide range of community development activities, such as, housing services and economic development within the following core activities - programs:

- Homeowner Rehabilitation Assistance
- Homeownership Assistance;
- Demolition & Clearance Assistance;
- Public Services Program;
- Public Facilities and Improvements Program;
- Neighborhood Revitalization Program; and
- Homeless Prevention and Services

Designed to set goals that address community needs, the City of Jonesboro 2021 Annual Action Plan is an addition to 2017 – 2021 (Five-Year) Consolidated Plan. This Action Plan is the fifth annual report with descriptions and action items for specific activities that meet the goals outlined in the original Consolidated Plan.

HUD FY 2021 appropriations were released on February 25, 2021. The City of Jonesboro received \$663,554 in CDBG allocation to carryout allowable activities listed herein. These funds will be used to provide assistance to the Veterans Village to construct the Outreach Resource Center; a Homeless Shelter in the City of Jonesboro; Disaster Preparedness; Public Services; Homeowner Rehabilitation; First time Homeownership; Neighborhood Park Revitalization, and Public Facilities and infrastructure improvements.

As the lead agency for the Consolidated and Annual Action Plan, the City of Jonesboro Department of Grants and Community Development follows a citizen participation plan to include citizens, City departments, CDBG Citizens Advisory Committee, Non-Profit Organizations, and other public and private entities to contribute in the development of the Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Jonesboro with the citizen participation process has identified objectives and outcomes to provide decent housing, a suitable living environment, and by expanding economic opportunities benefitting low- and moderate-income persons in areas within city limits of Jonesboro.

Programs and FY 2021 CDBG allocations are as follows:

- First Time Homeownership Assistance grant to LMI first-time homebuyers with down payment and closing costs. Allocated \$50,000 to assist 10 qualified individuals at \$5,000 per applicant
- Demolition and Clearance Assistance to demolish qualified homeowner properties and other dilapidated structures in LMI areas. Allocated \$10,000
- Homeowner Rehabilitation Assistance to LMI qualified homeowners allocation of \$14,000 to assist two homeowners with rehabilitation projects
- Public Services Program provides nonprofit organizations with funding for programs benefitting LMI persons and or areas. A total of \$61,707.20 is allocated to nonprofit organizations.
- Other activities funded include the Neighborhood Revitalization Program (NRP) and Homeless Prevention and Services. The NRP is community driven and revitalization focused, \$90,000 to address neighborhood issues. The Veterans Village Outreach Center (formally referred as Business Center), phase three of the construction project. Funds, \$50,000, will assist with the cost to complete construction of the outreach center. The Center will be the hub of the Veterans Village housing community to provide onsite housing and supportive services to veterans suffering homelessness or at-risk of becoming homeless. The ongoing preparation for a suitable homeless shelter is allocated \$50,000
- Public Facilities/Infrastructure needs to be addressed include updating the Stotts Park for \$60,000 and allocating an additional \$100,000 for match to address the connectivity between S. Church Street and Marion Berry Parkway.

The City of Jonesboro is currently in the process of developing the first phase of a connectivity trail to support and encourage quality of life through outdoor activity on the Northside of the city. This trail will connect downtown Jonesboro all the way to ASTATE

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Jonesboro (COJ) continues addressing housing services as one of the priorities for the Department. Providing low-and moderate-income persons with decent housing and a suitable living environment is a continuing goal. Homeownership and Homeowner Rehabilitation Assistance, and other activities funded have been instrumental to enable the City to address issues that homeowners encounter by living in substandard conditions and having limited access to affordable housing.

The Rehab grant provides qualified homeowners the opportunity to complete needed home repairs; the grant is very sought after. Most applicants are elderly with low fixed incomes and low-income female-headed households. Due to Rehab being the activity where residuals from program year funded activities are transferred, the FY 2020 Rehab activity has not exhausted the money available for projects. As of now, for FY 2021, by the time this plan becomes official, there will be approximately 8 projects underway; averaging four projects per applications cycle. It is evident that this program is needed; however, not having enough contractors to complete as many projects as possible and the increased potential for fraud is a limitation that hinders the amount of projects that can be completed at a time. Nonetheless, due to having FY 2020 funding still available, it was determined that FY 2021 would be lower funded than usual. This will enable the usage of those funds to other projects otherwise funded lower amount.

The First Time Homeownership Grant program funded three homeowners in FY2020. In an effort to grow the program interest, we are allocating \$50,000 in FY2021 to assist more applicants fulfill their dream of owning a home. For 2021, we plan to increase the grant awards to \$5,000 in an effort to assist 10 eligible First Time Homeowners.

Aiding in the prevention and elimination of homelessness keeps being a priority for the jurisdiction. In previous years, CDBG funding has been awarded to organizations providing services to the homeless and those at-risk of becoming homeless through facility rehab projects, administrative expenses, and or program related costs. In FY 2021, \$50,000 of CDBG funds are allocated to aid in the construction/ rehabilitation of a homeless shelter in the city of Jonesboro. We also have allocated an additional \$50,000 towards the Veterans Village Outreach Center by covering the cost of the completion of the outreach resource center.

Moreover, the Public Services Program is a great way to assist nonprofit organizations with administrative and program expenses for services they provide to their LMI clients and residents. The

Hispanic Community Services, Inc. is an organization providing several programs and services to the Hispanic community in Jonesboro and the outskirts of the city. This year, CDBG will fund them for the afterschool program, La Escuelita, to provide resources including bilingual tutoring and much more to K-8 school age children attending the program as well as any child needing services. West End Neighborhood Association has created multiple projects to assist and improve their neighborhood within their association boundaries. West End Neighborhood Association will use FY21 CDBG funding to increase the safety and overall experience of the CWL Blazing to Fitness trail for the families and youth in the neighborhood. They are installing lighting along the back fence area of the new trail, a water fountain, and two benches. Hope Found of Northeast Arkansas is a new recipient of the program. They will use their funding to implement community education and awareness programs for victims of human trafficking. Project Hope is an expansion of outreach services provided by the Hope Found to victims of human trafficking in the Jonesboro and surrounding area. Another new recipient is the Court Appointed Special Advocates or CASA. The organization provides a vital service to the community and ensures that voices of the abused and neglected children are heard. This program will recruit, train and support volunteer advocacy for every child in foster care in the City of Jonesboro.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The jurisdiction follows the citizen participation plan process to include citizens, City departments, non-profits, and other public and private entities to contribute in the development of the Plan. The CDBG Citizens Advisory Committee and the Grants and Community Development Department staff are involved in the decision-making for funds allocation. Citizens have the opportunity to provide input and to become informed throughout the planning process by participating in public hearings and public review and comment period, all advertised in local newspaper and City website and social media platforms.

On December 2, 2020 a public notice was posted in the Jonesboro Sun and on the city of Jonesboro's website and social media platforms inviting citizens to attend a public hearing held on December 17, 2020 at 10:00 am and 5:30 pm. The public hearings were held one in the morning and one in the evening to facilitate participation and convenience for citizens to attend. No participants were in attendance at either of the public hearings. Likely due to the high positivity rate related to Coronavirus across the state and specifically in the city limits of Jonesboro.

To fulfill the public comment and review period for the Action Plan Draft, the City published the *Notice of 30 Days Public Review and Comment Period* advertisement in the local newspaper and City website on April 20, 2021. A copy of the plan was available in the office for review. The last day for the public to submit comments was May 20, 2021.

The public is also encouraged to participate in the public comments during the Finance and Administrative Council meetings and City Council meeting when CDBG resolutions are going through internal approval process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		JONESBORO	Grants and Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Jonesboro Department of Grants and Community Development is the lead agency assigned to administrate, implement and oversee the Community Development Block Grant (CDBG) funded programs and activities. The staff are responsible of preparing the Consolidated Plan and Annual Action Plan with the input and collaboration with citizens, public and private entities.

Consolidated Plan Public Contact Information

Regina Burkett

Director of Community Development

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870-336-7229

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the consolidated planning process, the City of Jonesboro (COJ) recognizes that collaborating with citizens, public and private entities is vital for the advancement of the community. The Grants and Community Development Department administers the Community Development Block Grant Program and continuously form partnerships with organizations to provide input on their field of expertise to better assist the department in developing the Plan.

During the planning process for the 2021 Annual Action Plan, the City consulted with the community, COJ departments, public and private organizations. Collaborated and consulted with the Jonesboro Urban Renewal & Housing Authority (JURHA), Crowley's Ridge Development Council (CRDC), Department of Human Services, Beck Pride Center, United Way of Northeast Arkansas, Habitat for Humanity of Greater Jonesboro, BancorpSouth, Food Bank of NEA, and many other organizations and agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The jurisdiction receives input from City departments, Citizens Advisory Committee, public and private organizations, and federal and state agencies to coordinate community development and housing services. Coordination between entities include strategizing, communicating, and serving on committees and boards.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City was involved with planning and strategizing of the Homelessness Task Force Coalition in 2016 and 2017. COJ is a member of the Northeast Arkansas Continuum of Care Coalition, part of the Arkansas Balance of State CoC. The Jurisdiction plans to apply for the CoC grant in FY2021. The City maintains its goal of addressing the needs of homeless persons and continues to work diligently collaborating on a future site for a shelter, if the citizens wish to move forward in that direction.

Being part of the NEA AR CoC Coalition has facilitated the COJ with working together with other organizations and agencies that provide services to the homeless population in Craighead, Green, and Poinsett Counties. During the planning process, the jurisdiction has collaborated with Crowley's Ridge Development Council (CRDC), Hispanic Community Services, Inc. (HCSI); Northeast Arkansas Regional Transportation Planning Commission (N.A.R.T.C.P), East Arkansas Planning and Development District

(EAPDD), Craighead County Veterans Services, HUB Homeless Resource Center, and other non-profit organizations, church outreach ministries, community groups and neighborhood associations.

The City participates in the annual Point in Time Count (PIT); collaborates with its partners to serve the homeless populations and at-risk of becoming homeless. Earlier this year, the PIT count was conducted in 46 counties and data was collected by surveying homeless individuals in 46 counties in Arkansas. The reported numbers categorized as unsheltered in those 46 counties was 527. The numbers have not been broken down and reported by County. The City of Jonesboro is awaiting those specific numbers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Jonesboro planning process is a 12-month process that solicits and accepts citizens' input throughout the year. Information and data are collected from federally mandated public hearings; including CDBG, AFH hearings, community meetings and listening sessions. This process has enhanced the avenues for sharing data and gaining a better understanding of how we can coordinate our efforts to improve the lives of low- and moderate-income citizens. Additionally, social service agencies and other entities continue to be invited to the table during the planning process as well as throughout the year. This yearlong listening process has proven to be successful in gaining input from a cross-section of the community and service providers.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF JONESBORO
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Jonesboro Department of Grants and Community Development has collaborated with all City departments through the year process for the annual action plan. The purpose to collaborate is to find ways to leverage CDBG funds with other local, state, federal, and private funding for project to benefit LMI areas and individual. Projects such sidewalk and street improvements, parks improvements and playground equipment, economic development, in conjunction with assisting with City's Master Plan to provide connectivity to LMI neighborhoods to access to stores, health services, and more.
2	Agency/Group/Organization	Northeast Arkansas Regional Transportation Planning Commission
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Regional Transportation Planning
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The N.A.R.T.P.C partnership with the Grants and Community Development Department to enable input to pedestrian safety issues and improvements needed in areas of town, especially in north Jonesboro. One current project underway is to add pedestrian crossing and street marking in a high vehicle and pedestrian traffic that is deemed hazardous for pedestrian crossing the streets.

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable - None known.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Jonesboro	This plan overlaps the Consolidated and Action Plans through ensuring affordable and decent housing is available for the homeless to become independent and integrated into the community. In addition, transportation planning and implementation was the second goal that was part of both programs for the jurisdiction.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In the efforts to broaden citizen participation the City advertises all notices in the local newspaper, COJ website and social media pages, flyers are created and posted in community centers, and mass emails are sent out from all staff of the department.

The citizen participation process began with publishing the *Notice of Public Hearing* on December 2, 2020 in the local newspaper, flyers posted on COJ's social media and website announcing two separate hearings. On December 17, 2020, the public hearings were held one in the morning and one in the evening to facilitate participation and convenience for citizens to attend. Surveys were prepared and available alongside the sign in sheets for the publicized hearings. Due to the high positivity of COVID 19 during this time, there was no participation.

The *Notice of Funding Availability* and *Notice of Request for Proposal* was published on December 2, 2020 in the local newspaper, COJ website and social media accounts. With the notice of funding availability, citizens get informed of available funding for housing programs, such as rehabilitation, demolition, and homeownership assistance. The RFP notice, which is directed to nonprofit organizations that may be interested in applying for the upcoming program year, proposals were due January 10, 2020.

To fulfill the public comment and review period for the Action Plan Draft, the City published the *Notice of 30 Days Public Review and Comment Period* advertisement in the local newspaper and City website on April 21, 2021. A copy of the plan was available in the office for review. The last day for the public to submit comments was May 21, 2021.

Citizen Participation Outreach

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
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1	Newspaper Ad	<p>Non-targeted/broad community</p> <p>Non-Profit Organization</p>	<p>Notice of Public Hearing - Non-profit organizations and residents contact the office for more questions about public hearings time and location.</p> <p>Notice of Funding Availability and RFP - citizens and organizations contact the office to inquire about the grants available, qualifications, and requirements. Six proposals were received. Noticed of 30-Day and 5-Day</p>	No public comment received.	Not applicable, no public comments received.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			Public Review and Comment Period - no comments received.			

2	Public Hearing	Non-targeted/broad community	<p>Citizens, Citizens Advisory Committee members, and non-profit organizations were invited to attend the public hearing on December 11, 2019. A total of 8 citizens attended the two meetings and filled out a survey identifying community priority needs.</p>	<p>Dept. staff made presentation of all activities and organizations proposals accepted. Attendees filled out a short survey identifying priority community needs. Identifying infrastructure as a community priority, following with housing, homelessness and clearance or demolition, code enforcement,</p>	All comments were accepted.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				and economic development.		
3	Internet Outreach	Non-targeted/broad community	No applicable.	No comments received.	No comments received.	https://www.jonesboro.org/DocumentCenter/View/6707/2020-CDBG-Action-Plan-DRAFT

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The 2021 CDBG allocation of \$663,554 will be utilized for the program year to fund multiple projects and activities to benefit LMI persons directly or indirectly.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	663,554	0	0	663,554	581,763.30	2021 CDBG allocation received is \$663,554. The expected amount of \$581,763.30 CDBG funds is the remainder of the Consolidated Plan (2017 - 2021). The amount includes encumbered amounts of multiple activities that will completed before 2021 program year begins.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

FY 2021 is the fifth year of the Consolidated Plan. The jurisdiction will continue to utilize the CDBG funds for the improvement of the community with infrastructure projects, assisting LMI citizens with housing assistance, and funding nonprofit organization to provide services vital for the Low to Moderate Income community. In effort to increase the positive impact CDBG funds, the jurisdiction leverage CDBG funds with additional state, local, and private funds.

One of the projects in which CDBG funds are leveraged is the Veterans Village Outreach Center. The Arkansas Development Finance Authority (ADFA) awarded the City of Jonesboro \$1,058,925 from the National Housing Trust Fund Program to construct the affordable housing for veterans (Veterans Village of Jonesboro); the grant covers the costs of building the housing units. CDBG funds are going towards the construction of the Outreach Center located in the Veterans Village premises. Having a center will enable to provide onsite housing and supportive services to the veterans being housed in the village and those in the community seeking these services. In FY 2020 \$50,000 was allocated to assist with the construction of the center, specifically, to cover the cost of plumbing. For FY 2021, \$50,000 allotted funds will cover the costs to complete the project. The Veterans Village project is an example of leveraging federal, state, local, and private funds to complete a project such this one of this magnitude. It is necessary to be noted that no CDBG funds are going towards the housing aspect of the project; all funds allocated are for the Outreach Center.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

One of the priority of the jurisdiction is to aid in the prevention and eradication of homelessness. They City is currently working with appointed coalition members, other COJ departments, and key stakeholders to find location for a homeless shelter. Additionally, the Veterans Village and the Outreach Center are in city-owned property.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	AFH: Establish a Citizen Fair Housing Board	2017	2018	Affordable Housing Public Housing Homeless	Jonesboro - Low Income Areas	AFH: Availability, type, frequency & reliability AFH: Community Opposition AFH: Location and Type of Affordable Housing AFH: Occupancy Codes and Restrictions AFH: Private Discrimination AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a Range	CDBG: \$0	
2	AFH: Develop a Community	2017	2021	Non-Housing Community Development	North Jonesboro Jonesboro -	AFH: Lack of Private Investments AFH: Location and	CDBG: \$533,347	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing

	Revitalization Strategy				Low Income Areas	Type of Affordable Housing AFH: Occupancy Codes and Restrictions AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies AFH: Inaccessible Sidewalks, Pedestrian Crossings AFH: Lack of Services & Amenities - Public		Benefit: 5000 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 3500 Persons Assisted Businesses assisted: 36 Businesses Assisted
3	AFH: Increase Fair Housing Knowledge	2017	2021	Affordable Housing Public Housing	Jonesboro - Low Income Areas	AFH: Availability, type, frequency & reliability AFH: Community Opposition AFH: Location and Type of Affordable Housing AFH: Occupancy Codes and Restrictions	CDBG: \$0	JURHA provides AFH information to the public through outreach and video delivery for the city of Jonesboro.

						AFH: Private Discrimination AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a Range		
4	AFH: Increase Accessibility for the Disabled	2017	2021	Non-Homeless Special Needs Non-Housing Community Development	Jonesboro - Low Income Areas	AFH: Inaccessible Sidewalks, Pedestrian Crossings AFH: Lack of Services & Amenities - Public	CDBG: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
5	AFH: Increase Acceptability of Housing Choice	2017	2021	Affordable Housing Public Housing	Jonesboro	AFH: Location and Type of Affordable Housing	CDBG: \$50,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted
6	Create Attractive Neighborhood-Livability	2017	2021	Non-Housing Community Development	Jonesboro	AFH: Availability, type, frequency & reliability AFH: Lack of Community Revitalization Strategies	CDBG: \$24,000	Homeowner Housing Rehabilitated: 2 Household Housing Unit Buildings Demolished: 1 Buildings

7	Housing and Services Opportunities to the Homeless	2017	2021	Homeless	Jonesboro	AFH: Location and Type of Affordable Housing AFH: Availability of Affordable Units in a Range AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public	CDBG: \$50,000	Homelessness Prevention: 100 Persons Assisted
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Goals Summary Information

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	AFH: Establish a Citizen Fair Housing Board
	Goal Description	Citizens Fair Housing Advisory Board established March 20, 2018 with eight members. The members have received training and created a partnership with the Arkansas Fair Housing Advisory Board. Several members have attended training and conferences hosted by the Arkansas Fair Housing Advisory Board. The goal for 2021 is for the board to focus on the role and actions to take as leaders of the community to establish procedures. It must be determined whether the board will hear citizens' concerns and reports or if it will maintain in their informative and advocate role.
2	Goal Name	AFH: Develop a Community Revitalization Strategy
	Goal Description	<p>The goal of developing a community revitalization strategy or plan is to encourage economic development by funding projects and activities that will improve LMI neighborhoods and provide economic growth and stability to LMI persons.</p> <p>The purpose of the Neighborhood Revitalization Program (NRP) funds community driven, neighborhood revitalization and beautification focused projects to benefit LMI areas. (\$30,000) CDBG funds were allocated with the goal to cover the cost of projects selected by City Council and Neighborhood Beautification Committee members. The project consists in an LMI neighborhood beautification project.</p> <p>Public Services allocation for funding projects is \$45,000 for FY 2021. These activities include assisting Non-Profit agencies with programming projects to help Low-Moderate Income families and individuals for FY2021.</p>

3	Goal Name	AFH: Increase Fair Housing Knowledge
	Goal Description	Citizens Fair Housing Advisory Board established March 20, 2018 with eight members. The members have received training and created a partnership with the Arkansas Fair Housing Advisory Board. Several members have attended training and conferences hosted by the Arkansas Fair Housing Advisory Board. The goal for 2021 is for the board and JURHA to focus on the role and actions to take as leaders of the community to establish procedures through education programming. It must be determined whether the board will hear citizens' concerns and reports or if it will maintain in their informative and advocate role.
4	Goal Name	AFH: Increase Accessibility for the Disabled
	Goal Description	Public Improvement Program (\$50,000) project construct ADA Street sidewalks, in LMI neighborhoods The purpose of the project is to increase accessibility to sidewalks for citizens, including ADA accessible sidewalks in this LMI area. Over 5,000 residents and commuter drivers will benefit. This has already been counted in the Neighborhood Revitalization Strategies goal, identified prior. The Homeowner Rehabilitation projects may also include ADA accessibility improvements for elderly disabled applicants.
5	Goal Name	AFH: Increase Acceptability of Housing Choice
	Goal Description	Homeownership Assistance will benefit four (10) LMI First-time homebuyers with \$5,000 down payment and or closing cost assistance.

6	Goal Name	Create Attractive Neighborhood- Livability
	Goal Description	<p>To create attractive neighborhoods the City will continue to focus on funding housing services.</p> <p>Housing services: Homeowner Rehabilitation Assistance (\$14,000) to LMI homeowner-occupied. Approximately five (2) homeowners will benefit from the grant; additionally it helps improve their quality of life. Demolition and Clearance Assistance (\$10,000) to LMI homeowner, approximately 1-2 homeowners will benefit from the grant. LMI neighborhoods to prevent/eliminate slum and blight will benefit.</p> <p>Many of the activities funded this fiscal year will be to address neighborhood revitalization, specifically through public facilities and improvements.</p> <p>Additionally, creating attractive neighborhood livability is part of the City aiming to develop a community revitalization strategy with the goal to in the next two years to conduct a professional neighborhood assessment. The assessment will enable the City to design better strategies to target specific and identified neighborhoods in need.</p>
7	Goal Name	Housing and Services Opportunities to the Homeless
	Goal Description	<p>It is the jurisdiction goal to continue prioritizing and aiding in the prevention and eradication of homelessness in the city. CDBG funding utilized will assist with the cost of building the Veterans Village Outreach Center to benefit homeless veterans or those at-risk to becoming homeless with supportive services. The purpose of the center is to provide a place where organizations and other agencies can provide onsite housing and supportive services needed to those veterans and their families housed in the Veterans Village and community at large seeking these services. The center will provide services to assist with the veteran housing village. Additionally, funding for the construction of the Veterans Village Outreach Center (\$50,000) to finalize the project. Organizations and services being provided in the Outreach Center will benefit 9 households per year housed in the village, including others experiencing homelessness or at-risk of becoming homeless that are seeking these services. After the recent coronavirus pandemic (COVID-19), the jurisdiction assigned the center as future shelter in case of any natural disaster or national emergency were to occur when citizens need shelter.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

The U.S. Department of Housing and Urban Development (HUD) has allocated \$663,554 of Community Development Block Grant (CDBG) funds for the City of Jonesboro to achieve the set goals of activities listed in the 2021 Action Plan.

Projects

#	Project Name
1	Homeowner Rehabilitation Assistance
2	Homeownership Assistance
3	Demolition & Clearance Assistance
4	Neighborhood Revitalization Program
5	Veterans Village Outreach Center/Homeless Shelter
6	Public Infrastructure and Connectivity trail-Match
7	Hope Found of NEA-PS
8	Hispanic Community Services, Inc
9	West End Neighborhood Association, LLC
10	Court Appointed Special Advocates (CASA) Change A Child's Life- PS
11	CDBG Program Planning & Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

CDBG funds benefit LMI individuals throughout the city of Jonesboro. Housing Services: Homeowner Rehabilitation Assistance; Homeownership Assistance; Demolition & Clearance Assistance, are citywide service for qualified LMI applicants and direct services manage by the City staff. It is a priority for the city to provide these services, the Homeowner Rehabilitation Assistance where the program benefits mainly individuals at 51 percent and below of HUD income guidelines. These services are a priority due to the high number of applicants having homes near dilapidation caused by the years of being unattended by homeowner for various reasons, one being limited income. Demolition assistance for preventing and eliminating slum and blight in LMI neighborhoods. Furthermore, assisting LMI individuals that are unable to afford demolishing their houses after a fire or beyond decayed. Assisting first-time homebuyers with closing cost/down payment provides accessibility to affordable housing.

The Neighborhood Revitalization Program (NRP) was designed to revitalize and beautify LMI neighborhoods. Projects selected may include park rehabilitation, community beautification by planting trees, creating green spaces in empty lots, painting murals, neighborhood cleanup events, and many

more projects.

Aiding in the prevention and elimination of homelessness is one of the city's top priority. Finding ways to provide housing and services to the homeless has been a focus for the Five-Year Consolidated Plan. Veterans Village of Jonesboro—affordable veterans housing is one of the ways COJ has been working in this priority. In addition, CDBG funding is assisting with the cost of building the Veterans Village Outreach Center to provide a place where housing and supportive services can be provided to the veterans housed at the village and those in the community seeking these services. One of the goals to addressing homelessness is to find a location for a homeless shelter. The new administration is working with the Taskforce tasked with finding a location for the shelter, potential funding, and partnerships. One of the obstacles identified with finding a shelter location is community opposition. After the recent coronavirus pandemic (COVID-19), the jurisdiction assigned the center as future shelter in case of any natural and or national disaster.

This program year, funds will be allocated to address Public Services Program needs.

AP-38 Project Summary
Project Summary Information

DRAFT

.1	Project Name	Homeowner Rehabilitation Assistance
	Target Area	Jonesboro
	Goals Supported	AFH: Develop a Community Revitalization Strategy AFH: Increase Accessibility for the Disabled Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Location and Type of Rehabilitated Housing
	Funding	CDBG: \$14,000
	Description	Homeowner Rehabilitation Assistance for qualified homeowner-occupied properties for minor and major home repairs. Repair, replacements, and or installations plumbing, roof, electric up to code, windows, foundation and many more. It may include energy efficiency improvements
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 projects will be completed for qualified LMI applicants. Most grant recipients are elderly with fix incomes below the 50 percent HUD income limits.
	Location Description	Citywide projects based on LMI applicants in various locations throughout the city limits of Jonesboro.
	Planned Activities	CDBG funds will cover the cost of Rehab projects that may be comprised in replacement, repair, and installation of roof; windows, plumbing, electrical, air and heat units, sewer lines, and it may include sewer connection.
2	Project Name	Homeownership Assistance
	Target Area	Jonesboro
	Goals Supported	AFH: Increase Acceptability of Housing Choice
	Needs Addressed	AFH: Availability of Affordable Units in a Range
	Funding	CDBG: \$50,000
	Description	Homeownership Assistance program provides qualified first-time homebuyers a \$5,000 grant for down payment and closing cost assistance. Most applicants are within the 80 percent of HUD income limits.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Ten LMI households will benefit directly from this grant.
	Location Description	Citywide qualified applicants.
	Planned Activities	CDBG funds will be utilized for COJ to award a \$5,000 grant to ten qualified LMI persons purchasing their first home to cover the closing costs and or down payment.
3	Project Name	Demolition & Clearance Assistance
	Target Area	Jonesboro North Jonesboro Jonesboro - Low Income Areas
	Goals Supported	Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Deteriorated and Abandoned Properties
	Funding	CDBG: \$10,000
	Description	The demolition assistance grant benefits LMI homeowners to demolish their dilapidated properties. It may include the demolition of privately owned buildings aiming to address slum and blight in LMI areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	One or two homeowners will benefit directly from receiving the grant to demolish their dilapidated homes.
	Location Description	Citywide qualified applicants, most in identified LMI areas, especially north Jonesboro.
	Planned Activities	Qualified applicants will receive grant to demolish dilapidated homes. CDBG funds will cover the cost of demolition and tipping fees.
4	Project Name	Neighborhood Revitalization Program
	Target Area	Jonesboro - Low Income Areas
	Goals Supported	AFH: Develop a Community Revitalization Strategy Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public

	Funding	CDBG: \$90,000
	Description	Program will fund the cost of projects addressing revitalization and beautification of LMI neighborhoods. This program year, funds will fund the Neighborhood Beautification Commission and City Council will identify potential projects. Potential projects may be neighborhood cleanup events, tree planting, painting or murals, street lighting, curbside appeals, playground rehabilitation and much more. Neighborhood Park improvement at Stott's park will revitalize the existing park and improve the neighborhood livability.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Residents of LMI neighborhoods will directly benefit from neighborhood revitalization and beautification projects.
	Location Description	Jonesboro LMI areas.
	Planned Activities	CDBG funds will cover the purchase and or rental costs of neighborhood cleanup events.
5	Project Name	Veterans Village Outreach Center/Homeless Shelter
	Target Area	Jonesboro
	Goals Supported	Housing and Services Opportunities to the Homeless
	Needs Addressed	AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$100,000

	Description	CDBG funds will cover the cost of completion of the Outreach Center. Once the construction of the Outreach Center is complete, a vast amount of housing and supportive services will be provided by organizations and agencies collaborating with COJ. Services provided at the Veterans Village Outreach Center will benefit veterans housed at the Veterans Village that have previously experienced homelessness, are chronic homeless, or at-risk of becoming homeless. Services will also be provided to those veterans seeking services in the community. Primarily, those benefiting from the construction of the Outreach Center and the housing and supportive services that will be provided are those housed at the village. The Veterans Village will housed 9 households of veterans that were experiencing homelessness or at-risk of becoming homeless. Additionally, services will be provided to the community at large seeking these services. Approximately 100 veterans and their families will be assisted.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Primarily, those benefiting from the construction of the Outreach Center and the housing and supportive services that will be provided are those housed at the village. The Veterans Village will housed 9 households of veterans that were experiencing homelessness or at-risk of becoming homeless. Additionally, services will be provided to veterans in the community seeking for services. Approximately 100 veterans and their families will be assisted.
	Location Description	Administration of the construction project will be conducted at the Municipal Center by the Grants and Community Development Department. The Veterans Village Outreach Center will be located in Jonesboro at boundaries of Aggie Road, Patrick Street, Allis Street, and Chalky Street.
	Planned Activities	CDBG funds will cover the costs of finalizing the completion of the Veterans Village Outreach Center.
6	Project Name	Public Infrastructure and Connectivity
	Target Area	Jonesboro - Low Income Areas
	Goals Supported	Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Inaccessible Sidewalks, Pedestrian Crossings, Walking Trails and recreation
	Funding	CDBG: \$150,000
	Description	Public Improvements- ADA Sidewalk connectivity Walking Path

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The sidewalk and walking path improvements will benefit over 5,000 LMI persons in the identified area where over 51 percent are LMI.
	Location Description	On S. Church Street to Marion Berry Parkway; Stott's Park on Hope Avenue in Jonesboro, AR
	Planned Activities	CDBG funds will be utilized to cover the cost of construction and ADA Accessible improvements to sidewalks and walking path on S. Church Street to Marion Berry Parkway as Phase 1 of the Jonesboro Connectivity Project. Funds will also be used to renovate and improve Stott's Park.
7	Project Name	Hope Found of Northeast AR (HFNEA)-PS
	Target Area	Jonesboro
	Goals Supported	Bring awareness to and safety for victims of Human Trafficking in NEA
	Needs Addressed	To provide services and to implement community education and awareness programs for human trafficking victims.
	Funding	CDBG: \$19,791
	Description	Public Services Program – Project Hope will increase the awareness of trafficking and its perils among high-risk groups, minors, and the general public through aggressive and intentional information dissemination campaigns. HFNEA has a 24 hour helpline for victims to call for immediate assistance and it is important people are aware of this information.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 victims from ages 12-60 years old by July 2022.
	Location Description	Administration of project will be conducted at the Municipal Center by the Grant and Community Development Department. Location of Recovery, Inc. facility is 2901 W. Washington Avenue, Jonesboro, Arkansas.
	Planned Activities	CDBG funds will be utilized to cover the cost of supplies, printing, materials, office space and training.

8	Project Name	Hispanic Community Services, Inc. expansion of HCSI's After School Bilingual Program- La Esculita.
	Target Area	Jonesboro
	Goals Supported	To assist Low Income children who have difficulties in school and are experiencing higher levels of poverty and face disparities in education and access to extracurricular activities.
	Needs Addressed	AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$20,000
	Description	Public Services Program - The Hispanic Community Services, Inc., also known as El Centro Hispano are expanding their after-school program, La Escuelita, where bilingual tutoring and other services and resourced will be provided to school age children grades K-8 of LMI households.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	75 students benefit directly from La Escuelita. Over 51 percent of the K-8 students are from LMI households.
	Location Description	Program administration will be conducted at Municipal Center by the Grants and Community Development Department. Services will be provided at El Centro Hispano at 211 Vandyne Street, Jonesboro, AR 72401
9	Planned Activities	CDBG funds will be utilized to cover the after-school program expenses for 75 students.
	Project Name	West End Neighborhood Association – CWL Blazing to Fitness Trail
	Target Area	Jonesboro - Low Income Areas
	Goals Supported	Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$11,716.20
	Description	Public Services Program - The West End Neighborhood Association project aims to decrease crime in key LMI areas of the West End Neighborhoods Association boundaries by installing over 100 streetlights to benefit approximately 1,700 households.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6800 individuals (1700 households) residing in the West End Neighborhood Association boundaries will benefit with the neighborhood initiative.
	Location Description	Program administration will be conducted at the Municipal Center by the Grants and Community Development Department. Project activity will be in key crime reported areas within the neighborhood boundaries of the association.
	Planned Activities	CDBG funds will be utilized to cover the expenses incurred with the installation of extra lighting in the back, a water fountain and two benches. This is a new service to the park.
10	Project Name	Change a Child's Story- Court Appointed Special Advocates (CASA)
	Target Area	Jonesboro North Jonesboro Jonesboro - Low Income Areas
	Goals Supported	AFH: Lack of Services and amenities-Public
	Needs Addressed	AFH AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$10,200
	Description	To recruit, train and support volunteer advocacy for every child in foster care in the City of Jonesboro.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Citywide outreach and services, specifically 160 will be served directly by this grant including 64 households.
	Location Description	Municipal Center at 300 S. Church St., Jonesboro, AR 72401
	Planned Activities	Planned activities include managing CDBG funded programs, projects, and comply with federal, state, and local laws and regulations.
11	Project Name	CDBG-Program Planning & Administration
	Target Area	Jonesboro, North Jonesboro, Jonesboro-Low Income Areas

	Goals Supported	AFH: Develop a Community Revitalization Strategy AFH: Increase Fair Housing Knowledge through JURHA AFH: Increase Accessibility for the Disabled AFH: Increase Acceptability for Housing Choice AFH: Create Attractive Neighborhood Livability AFH: Housing and Services Opportunities for the Homeless
	Needs Addressed	AFH Factor: Lack of Public Investment-Transit AFH: Access to Transportation for Persons AFH: Availability , type, frequency & reliability AFH: Community Opposition AFH: Lack of Private Investments AFH: Location and Type of Affordable Housing AFH: Occupancy Codes and Restrictions AFH: Private Discrimination AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a range AFH: Inaccessible Sidewalks, Pedestrian Crossings AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities-Public
	Funding	CDBG-: \$132,710 Administration Cost
	Description	CDBG administration expenses necessary for planning, project management, implementation and compliance reporting. Planned activities include managing 2021 CDBG funded programs, projects, and comply with federal, state, and local laws and regulations. Program management will directly/indirectly have a positive effect on thousands of low-to-moderate income individuals throughout the program year. Planned activities include managing CDGB funded programs, projects, and comply with federal, state, and local laws and regulations. Meeting the 20 percent cap.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Citywide outreach and services, specifically to LMI residents.

	Location Description	Municipal Center at 300 S. Church St., Jonesboro, Arkansas 72401
	Planned Activities	Planned activities include managing CDBG funded programs, projects, and comply with federal, state, and local laws and regulations.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Jonesboro – data shows multiple low-and moderate-income sectors citywide. There are multiple pockets of low-income and minority concentrations throughout the city. Three key areas in the city have the highest LMI population and with neighborhoods needed rehabilitation, revitalization, and beautification strategies. These areas are north Jonesboro (NRSA), Fairview at the east of city limits, and West Ends adjacent to downtown in the west side of town. North Jonesboro has approximately 74.8 percent of LMI population in Census Tract 6.01 Block Group 3, 6.02 Block Group 1 and 2. Fairview has approximately 70 percent of LMI population in Census Tract 4.01 Block Group 1 and 3, 4.02 Block Group 3, and 5.02 in Block Group 1 and 3. West End overall census tract data shows that approximately 55 percent of the population is LMI; however, the area of focus are in Census Tract 1.01 Block Group 1 and 3, and 2 Block Group 3 indicating that 75.9 percent are LMI.

Geographic Distribution

Target Area	Percentage of Funds
Jonesboro	24
North Jonesboro	31
Jonesboro - Low Income Areas	46

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

It is the City's priority to fund projects and activities that benefit LMI individuals and areas; subsequently, to comply with §91.220(f), the City dedicates over 70% of funds to benefit LMI persons and areas. A portion of the funds will be utilize to fund activities in north Jonesboro, where a large number of LMI households reside. Most of the public services organizations being funded this fiscal year provide services to LMI individual. Funds for housing services are awarded to qualified LMI individuals citywide; however, there is a large number of applicants from north Jonesboro for the rehabilitation assistance program.

Geographic distribution is as follow: Jonesboro (citywide) 23.4 percent, LMI areas 45.6 percent, north Jonesboro 30.9 percent. Program Planning and Administration amount allocated was divided evenly among the three areas of focus for a balanced distribution.

Discussion

Funds will benefit low-and moderate-income individuals all throughout the city of Jonesboro. More than 50,000 individuals will benefit through direct and or indirect service.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In FY 2021 funds are being awarded to eight first-time homebuyers for the Homeownership Assistance Program. These funds are awarded to qualified LMI individuals to assist with closing cost and down payment. FY 2019 funds for this activity has not been utilized due to FY 2018 being available and applications not submitted during the winter months.

Currently, the jurisdiction is working on funding housing services from 2020 CDBG funds. Approximately 10+ houses will be completed for the Homeowner Rehabilitation Assistance Program. Funds to rehabilitate homeowner-occupied properties to bring them up to code, clean and safe environment to live. With this program, homeowners in very dilapidated housing will be able to stay in their property that they can afford as oppose to relocating in case their home becomes condemned—unlivable conditions.

In addition, the Veterans Village of Jonesboro will be assisting approximately 100 veterans and their families with affordable housing. CDBG funds allotted are to assist with the construction of the Veterans Village Outreach Center.

One Year Goals for the Number of Households to be Supported	
Homeless	100
Non-Homeless	23
Special-Needs	8
Total	131

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

All direct and indirect services are provided for LMI individuals, including homeless or at-risk of being

homeless veterans.

AP-60 Public Housing – 91.220(h)

Introduction

The jurisdiction does not own or manage any public housing. The City of Jonesboro collaborates with Jonesboro Housing Authority (JURHA) who is over public housing. JURHA public housing developments are primarily located on the outskirts of the R/ECAP. Even though it is physically located out of the R/ECAP, based on the JURHA annual review for de- concentration in public housing, 87 percent (121 of 140 public housing residents) fall at or below the extremely low- income levels. Of the remaining eleven percent of the households (19 residents) live at the 50 percent or the very low- income levels of the city population.

Actions planned during the next year to address the needs to public housing

Jonesboro Urban Renewal Housing Authority notes that residents have frequently given opposition to the requirement that public housing residents provide community service. However, JURHA has no choice but to implement this requirement of federal law. In designing the program, the JURHA has addressed resident concerns. Non-exempt residents will be encouraged to perform community service at the development where they reside or in their immediately surrounding communities. Activities such as participation in Neighborhood Watch, Bus Stop Patrol, Tenant Patrol, Computer Lab Volunteer, and Youth Event Chaperone are available to residents for community service credits. Residents may perform community service at locations not owned or controlled by Jonesboro Urban Renewal and Housing Authority. JURHA has ten approved work sites.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

JURHA encourages active participation in our Public Housing Resident Council. Many single parents lacked the time and scheduling conflicts from residents' work schedules prevent adequate participation in these resident council meetings. JURHA offered different schedules for resident council and their board meetings, however the varying non-traditional work schedules of our residents is still second only to lack of transportation as an excuse for nonattendance at the meetings.

JURHA has a public housing resident on our Board of Commissioners, as required by HUD. We give each resident a flyer from JURHA CHDO that sells houses with homeownership tips. Unfortunately, we no longer offer a homeownership program where we were able to truly consult and advise residents on ways to improve credit scores and educate them about homeownership. HUD discontinued funding for the Homeownership Program, expecting housing authorities, to acquire funding from other sources. Even though banks were willing to provide some funding, we were unable to secure adequate

funding from local banks.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Jonesboro is tackling the ever-increasing issue of homelessness. As more and more people find themselves without shelter, the jurisdiction deems necessary to address this issue and allocate funds for services that aim to prevent or eliminate homelessness in the city. However, individuals with disabilities struggle to transition into permanent housing. The jurisdiction is aware of these issues and are willing to work with the service providers and the families of these individuals. There have also been an increase in veterans being homeless or at-risk of becoming homeless, as a result, the City is working to construct a Veterans Village affordable housing. CDBG funds have been allocated in FY 2019 and FY 2020, and FY2021 to assist with the construction of the Veterans Village Outreach Center. The Center will be the hub for organizations and other agencies to provide housing and supportive services to the veterans and their families housed at the village and other veterans seeking these services.

COJ has allotted CDBG funds for ADA Accessible sidewalks, parking, and facility entrance modifications to comply with ADA Accessible regulations. Additionally, through the Homeowner Rehabilitation Assistance Program, funds are utilized to make ADA accessible bathrooms, doorways, ramps, and other modification for qualified LMI applicants with disabilities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The jurisdiction is working collaboratively with several entities within the city limits of Jonesboro on identifying a permanent location for a homeless shelter. Discussions are ongoing.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The jurisdiction is aiming to address the homelessness issue by providing funding to two activities this fiscal year. One activity is the Veterans Village of Jonesboro for affordable housing for veterans. Approximately 100 individuals (and their households) will have access to housing and services. Collaborating with other veteran service organizations to provide services, job preparedness, and to assist individuals to be able to achieve permanent housing and employment. These collaborations will also benefit individuals with disabilities that struggle to transition into permanent housing. With an entirely new administration in the City of Jonesboro, collaborations continue with The HUB, CRDC, JURHA and the faith based community in an effort to identify a suitable location that does not meet community opposition for the free standing homeless shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Jonesboro has an entirely new administration in place. We are working as a team

exhausting all avenues of finding solutions to the city's shortage of emergency shelters and transitional housing to assist homeless persons. The jurisdiction is in collaboration with other private and public entities to open a new emergency shelter and or transitional housing for homeless individuals. Within the city limits of Jonesboro, there are not many shelters, for instance, the Salvation Army has approximately 20 beds and 2 being family rooms, other organizations and churches have expanded their services to the homeless by assisting homeless seeking for shelter with vouchers for motel stays.

The previous administration appointed a Homeless Task Force made up of service providers, churches, and key stakeholders to find a location for a shelter, funding opportunities, and partnerships. Communications are still ongoing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The jurisdiction will continue working with the HUB to provide emergency and transitional housing needs for homeless individuals. As a resource center, the HUB will initially tap into emergency and transitional service providers. These includes area homeless shelters and churches. If beds are not available at a shelter, HUB volunteers call area churches who provide 1-2 nights in a motel. If churches are out funds for the month, the HUB used donated and/or raised funds to provide 1-2 nights' motel stay before starting the process over. The jurisdiction and the HUB will continue to refine this process and encourage churches and other organizations to support our efforts to shelter our homeless.

In addition, the City is invested in the Veterans Village of Jonesboro for affordable housing to provide services and housing for homeless or at-risk of being homeless veterans (and their families). The Veterans Village Outreach Center will be the hub of organizations and agencies to provide housing and supportive services to the veterans to provide skills and transition them into self-sufficiency with being employed, paying rent, and cover all necessities. The Outreach Center can also be used as a temporary emergency shelter if the need prevails.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As mentioned herein the plan, the jurisdiction has the Veterans Village project for affordable housing to

veterans and their families. The Veterans Village Outreach Center will be constructed to have other homeless services providers, organizations and agencies, to provide onsite housing and supportive services. Focusing on providing key services for participants to become self-sufficient and avoid the risks of becoming homeless or chronically homeless. The City through funding projects and activities such as the Veterans Village Outreach Center that address the needs of those that are homeless or at-risk of becoming homeless aims to help low-income individual and their families. The jurisdiction intends to assist individuals and service providers with the resources through providing decent and affordable housing opportunities. In addition to the housing aspect, opportunities to enter into life skills and other programs will assist those living within a community setting.

Finding solutions to establish a homeless shelter that meets demand is a priority.

One of the core CDBG programs for the City is the Homeowner Rehabilitation Assistance that provides housing repairs to those who own their home and need assistance to bring their homes up to codes. Most of the applicants are elderly on fixed income and single parent head of household that without receiving the grant for needed housing repairs may run the risk of losing their homes or their homes becoming beyond repair that may be condemned.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Location and type of affordable housing is listed as a high priority contributing factor in our AFH, because it affects all seven (7) fair housing issues. Much of Jonesboro's affordable and rental housing is located in just two neighborhoods (north Jonesboro and Fairview). These neighborhoods have a high representation of minority and low-income individuals. This concentration of affordable housing has a disproportionate impact on protected classes and impacts their housing choice, their ability to access neighborhoods with community amenities like better schools and proximity to jobs. Affordable housing in a variety of neighborhoods.

In the recent years, there have been an increase in multifamily housing development throughout the city and especially in the impoverished area; however, these new building or duplexes may not be affordable to low-income individual seeking for affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A significant barrier to affordable housing remains the financial ability of the low- to moderate- income families to provide necessary funding for acquisition or for major or minor homeowner repairs, so acquisition and repair programs implemented by the city help address this obstacle. Obstacles the City continues to face is the current rising cost of materials and labor for rehabilitation projects in the community due to the impact of COVID causing an severe disruption of the supply chain for materials and the negative impact of that escalation on the existing program limits. The city currently administers minor and major repair programs that enable low- and moderate- income homeowners to stay in their homes in a safe and decent environment. The city continues to assist the low-income community by offering the Homeownership Assistance program to eligible first-time homebuyers. These programs continue to be very successful and in demand. The Homeowner Rehabilitation program, specifically, is a great resource and tool for qualified homeowners to apply for the grant and have their homes repair to avoid fines or losing their homes for becoming dilapidated or inhabitable.

The City enforces various zoning, permit, and parking requirements, which restricts 'free' use of land, but the city considers these regulations as being necessary to regulate safety and traffic issues for residential areas. The jurisdiction has provided for more affordable housing by allowing for relaxed lot standards; smaller lots with reduced setbacks (RS-8 Single Family District). This district allows reduced 15 foot, setbacks in front and back yards, as well as 7.5 foot, side setbacks with a lot as small as, 5,445 square feet at 50 foot, in width. The city's Zoning Code requires two parking spaces per single-family or duplex unit.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Jonesboro continues to place major emphasis on HUD's priority to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. COJ's goals of housing, and improving the quality of life for LMI residents through the provision of needed public services, public improvements, and housing assistance programs. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership financial assistance. The city will address the sustainability of our existing affordable housing through its preservation, improvement, and rehabilitation projects. Providing grant opportunities for the underserved LMI and minority groups, fund services through public services programs, working on finding a suitable location to open a homeless shelter, and follow lead-based paint regulations are all efforts to assure the most disadvantaged residents have access to these programs and opportunities.

Actions planned to address obstacles to meeting underserved needs

The City of Jonesboro's Department of Grants & Community Development has implemented a citywide community engagement strategy that includes residents, churches, stakeholders and non-profit organizations that serve our lowest income residents. It is the jurisdiction's intention to build a model of community involvement that directly addresses poverty issues, encourages community leadership, and enables low-income neighborhoods to see marked change in the program year 2021.

The FY2021 program year includes multiple projects that will benefit the LMI and minority persons in the city. Every year through the planning process of the plan, the City focusses on identifying community needs through its citizen's participation plan. Those comments, concerns, and community needs identified take priority in developing projects to be funded through CDBG. This year, funding nonprofit organizations through public services that serve primarily minorities and LMI individuals is of importance to the City. Furthermore, the housing programs grants available to LMI individuals is a great way of servicing and providing opportunities to those underserved and with financial difficulty. The city is working towards strengthening our neighborhood revitalization efforts to improve accessibility and livability in LMI areas. Thus far, the City has not faced any obstacles to meeting the needs of residents being served within the programs mentioned herein.

Nonetheless, the obstacles of finding a place to open a shelter has been found to be challenging due to community opposition to having a homeless shelter in their neighborhood. The City and the Homeless Task Force is working together with key community leaders to overcome this obstacle and finding

better ways and solution to opening a homeless shelter within the city limits of Jonesboro.

Actions planned to foster and maintain affordable housing

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to low and moderate income persons both directly and indirectly through the improvement of their neighborhoods. Through the provision of decent and affordable housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities. The city intends to change the face of our low-income neighborhoods and provide residents with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's primary focus is housing, along with a broad range of public and social services addressing the core needs of our low-income individuals.

CDBG funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and development activities. It is through these activities that the City address the quality of life issues.

Actions planned to reduce lead-based paint hazards

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Jonesboro Inspection Department. The Chief Building Official and inspectors are also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risks of lead based paint. As part of the rehabilitation process, the property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead based paint standards. If there are children in the home, the parents are provided information regarding the benefits of having the children tested for lead based paint and also where they can go to get this done. When the Rehab project scope includes paint disturbance or touching paint, the RRP Certified contractor will test the paint surface for lead and if lead is found then the contractor follows Lead-Based Paint Safety Work Practices. All properties with built date unknown are assumed to have lead and SWP must be followed to avoid lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The institutional structure for implementation of the Consolidated Plan includes non-profit organizations along with other public agencies and educational institutions. The City of Jonesboro Department of Grants and Community Development is responsible for implementation of

the Consolidated and Annual Action Plans. Providing LMI individuals multiple of services and opportunities for grants enables the jurisdiction to decrease the number of poverty-level families in the city.

Actions planned to develop institutional structure

The city funds and coordinates with the nonprofit organizations that provide public services to benefit Jonesboro residents. The city also works with housing developers in the development of affordable housing throughout the city. Non-profit organizations are vital partners in achieving the Consolidated Plan goals.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to offer their assistance to the Public Housing Authority in submitting applications for funding to increase Section 8 vouchers or provide additional funds for affordable housing or other housing services. The city regularly collaborates with the local PHA, participates in non-profit meetings and faith-based activities, and organizes and facilitates focus groups.

The city assists non-profit agencies in securing other state and federal funding by writing letters of support and assisting agencies to complete applications for funding.

The major strengths of the city's institutional structure is in the access to various city departments and a large number of very capable non-profit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR §91.220, through the Jonesboro Urban Renewal Housing Authority. JURHA has prepared the AFH Plan that identifies impediments and barriers to fair housing choice, and maintains records pertaining to carrying out this certification. CDBG funding allows low-income individuals and families to be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes, CDBG funds will be used to provide grants for rehabilitation. The city has undertaken activities to address homeless resource center, affordable housing needs and continues to work with CRDC regarding rapid rehousing of our homeless individuals and families.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City of Jonesboro Department of Grants & Community Development administer the CDBG funds. Annually, the assessment of how to use funds involve the citizens' participation. It is the goal of the City to use CDBG to fund programs, projects, and services that benefit LMI individuals within the city limits of Jonesboro.



Legislation Details (With Text)

File #:	RES-21:070	Version:	1	Name:	ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1506 PRATT CIRCLE FROM THE ARKANSAS STATE LAND COMMISSIONER
Type:	Resolution	Status:			To Be Introduced
File created:	4/28/2021	In control:			City Council
On agenda:	5/4/2021	Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1506 PRATT CIRCLE FROM THE ARKANSAS STATE LAND COMMISSIONER				
Sponsors:	Land Bank Commission				
Indexes:	Contract, Property purchase - real				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1506 PRATT CIRCLE FROM THE ARKANSAS STATE LAND COMMISSIONER

WHEREAS, the City of Jonesboro desires to enter into a contract to purchase property located at 1506 Pratt Circle, Jonesboro, Arkansas and owned by the Arkansas State Land Commissioner; and

WHEREAS, the Jonesboro Senior Planner is authorized to negotiate a purchase price with the Arkansas State Land Commissioner, not to exceed the amount of \$4,000;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, THAT:

SECTION 1: The City of Jonesboro, Arkansas shall contract with the Arkansas State Land Commissioner for the purchase of property located at 1506 Pratt Circle, Jonesboro, Arkansas.

SECTION 2: The Jonesboro Senior Planner is authorized to negotiate a purchase price with the Arkansas Land Commissioner, not to exceed the amount of \$4,000.

SECTION 3: The Jonesboro Land Bank held a meeting on April 13, 2021 and voted unanimously to recommend the purchase of the property located at 1506 Pratt Circle.

SECTION 4: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



Legislation Details (With Text)

File #:	ORD-21:015	Version:	1	Name:	AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH AS REQUESTED BY HTHREG, LLC
Type:	Ordinance	Status:			First Reading
File created:	4/9/2021	In control:			City Council
On agenda:	5/4/2021	Final action:			
Title:	AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH AS REQUESTED BY HTHREG, LLC				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	4.5.2021 Resolution - Alley Abandonment - 101 S Church SOUTH CHURCH ABAND				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH AS REQUESTED BY HTHREG, LLC

AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH IN JONEBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 - 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the 12' alley designated as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST,

ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 - 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.



ASSOCIATED ENGINEERING, LLC

P O BOX 1462

JONESBORO AR 72403

Ph: 870-932-3594 Fax: 870-935-1263

Invoice

Date	Invoice #
4/2/2021	12370
Due Date	
4/2/2021	

Bill To

HTHREG LLC

ATTN: JERRY HALSEY JR.

301 WEST WASHINGTON AVENUE

JONESBORO,AR 72401

Project

1810701-HTHREG-101 S CHURCH

Summary of Services	Total Amount Due
ALLEY ABANDONMENT 101 SOUTH CHURCH	945.00
Total	
	\$945.00

TO: Honorable Harold Copenhaver, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH STREET IN JONESBORO, ARKANSAS.

We the undersigned, being the owners of all property adjoining to the following described 12' alley located at 101 South Church, Jonesboro, Arkansas, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 - 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Herewith file and present this petition to the City council of the City of Jonesboro, Arkansas to have all of the road right of way described above legally closed.

DATED this _____ day of _____, 2021.

PROPERTY OWNER: Halsey, Thrasher, Harpole Real Estate Group, LLC
301 West Washington Avenue
Jonesboro, AR 72401

Gary Harpole, Member

Subscribed and sworn to before me this _____ day of _____, 2021.

(seal)

NOTARY

Expiration date: _____.

RESOLUTION NO. _____

A Resolution to set a public hearing regarding the abandonment of a 12' alley located at 101 South Church in Jonesboro, Arkansas as requested by HTHREG, LLC.

WHEREAS, the property owners have filed a petition with the City Clerk of the City Jonesboro, Arkansas requesting that a 12' alley located at 101 South Church in Jonesboro, Arkansas be abandoned as described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 - 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Be vacated and abandoned; and

WHEREAS, the Petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Code Annotated 14-301-110 requires two weeks public notice before the above easement can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to abandon a 12' alley located at 101 South Church in Jonesboro, Arkansas mentioned above and this matter will be heard before the City Council on _____ at _____ p.m. o'clock in the Council Chambers, 300 South Church, Jonesboro, Arkansas.

PASSED AND ADOPTED this _____ day of _____, 2021.

HAROLD COPENHAVER, MAYOR

ATTEST:

APRIL LEGGETT CITY CLERK

NOTICE OF PUBLIC HEARING

There will be a public hearing regarding the abandonment of a 12' alley located at 101 South Church in Jonesboro, Arkansas as described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 – 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This matter will be heard before the City Council at _____ o'clock p.m. on _____ in Council Chambers, located at 300 South Church, Jonesboro, Arkansas. All comments will be heard at this time.

April Leggett
CITY CLERK OF JONESBORO

ORDINANCE NO. _____

AN ORDINANCE TO VACATE AND ABANDON A 12' ALLEY LOCATED AT 101 SOUTH CHURCH IN JONEBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 – 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the 12' alley designated as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 – 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.

PASSED AND ADOPTED THE _____ DAY OF _____, 2021.

HAROLCOPENHAVER, MAYOR

ATTEST:

APRIL LEGGETT, CITY CLERK



August 13, 2020

Mr. John Easley
Associated Engineering, LLC
P.O. Box 1462
Jonesboro, AR 72403

RE: Alley Abandonment

Dear Mr. Easley:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a 12' alley between properties located at 101 South Church and 103 South Church being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORHT 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1-3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING as shown on the attached survey and/or map.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
City Planner



CenterPoint Energy
1400 Centerview Dr., Suite 100
Little Rock, AR 72211-4350
CenterPointEnergy.com

UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: CenterPoint Energy Date: 8/14/2020

Requested Abandonment: Twelve-foot (12') Alley Abandonment

Legal Description:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 – 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

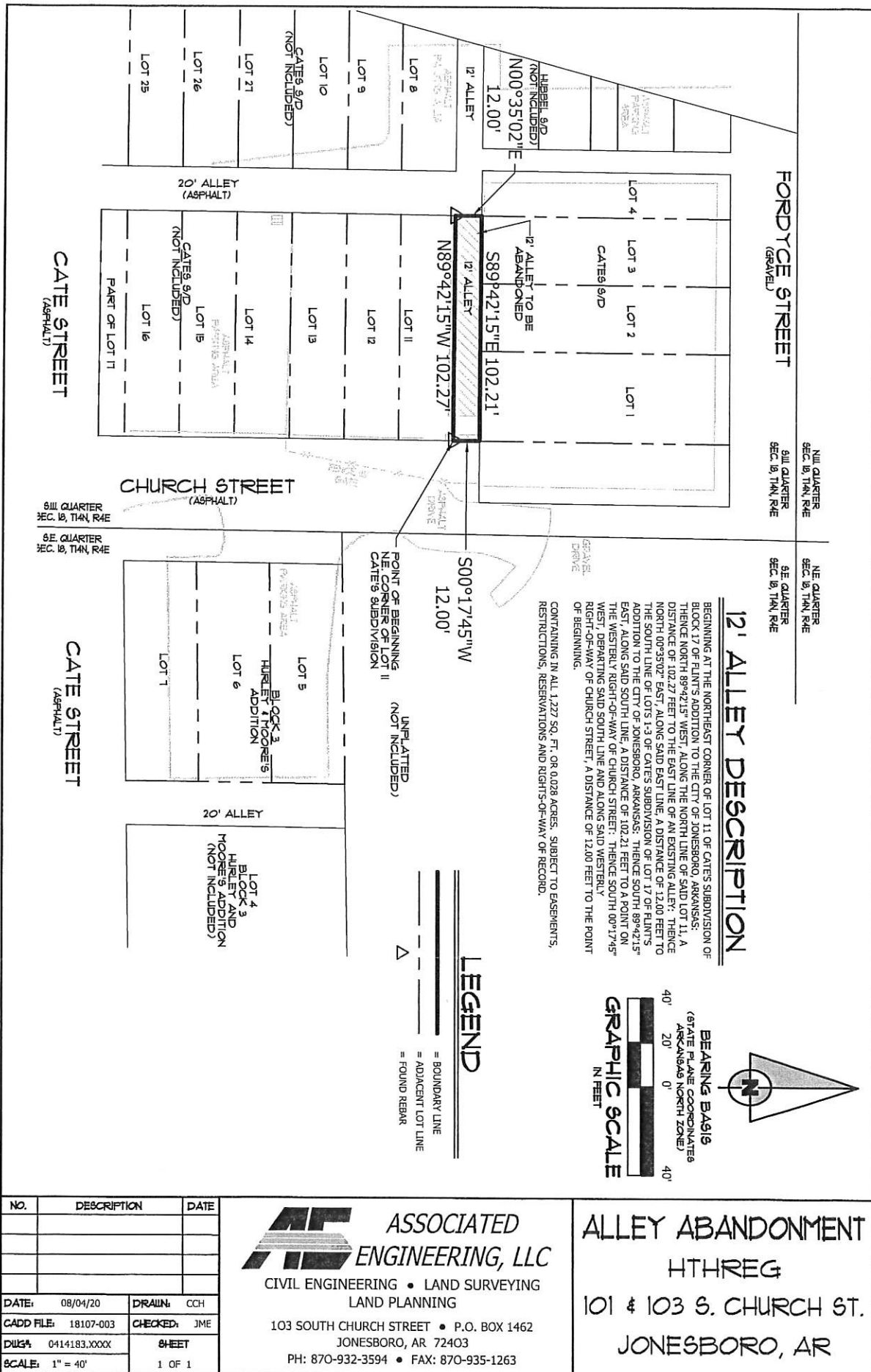
UTILITY COMPANY COMMENTS:

- ☒ No objections to the abandonment(s) described above.
- ☐ No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).
- ☐ Objects to the abandonment(s) described above, reason described below.

Described
reasons for
objection or
easements to be
retained.

Jim O'Donoghue
Signature of Utility Company Representative

Associate Engineer
Title





Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

July 29, 2020

Anthony Martinez
AT&T Arkansas
723 S. Church, Rm.
Jonesboro, AR 72401

Dear Mr. Martinez,

On behalf of Halsey, Thrasher, Harpole Real Estate Group, we are requesting approval for the abandonment of a 12' alley between properties located at 101 South Church and 103 South Church as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS; THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 - 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO; THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING


CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

Thank you for your attention in this matter.

Sincerely,


John M. Easley, PE, PS
Associated Engineering, LLC

JME/ss
Enclosures Stated



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, ANTHONY MARTINEZ (print name), concur in the abandonment of the 12' alley as shown in the drawing provided.

A handwritten signature in black ink, appearing to read 'Anthony Martinez', written over a horizontal line.

Anthony Martinez (signature)
AT&T Arkansas



Anthony Martinez
Manager-OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

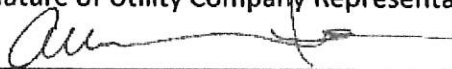
12' alley between properties located at 101 South Church and 103 South Church

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided the following described easements are retained.
- ☐ Objections to the vacation(s) described above, reason described below:

Anthony Martinez
Manager-OSP Planning
& Engineering Design

Signature of Utility Company Representative:



Date: October 27, 2020



Owned by the Citizens of Jonesboro

March 25, 2021

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: April Leggett, City Clerk

Re: Alley Abandonment
Cate's Subdivision
Jonesboro, Craighead County, Arkansas

Dear April:

City Water and Light has no objection with the closing of a 12 foot alley lying on the east side of Church Street and north of Cate Street, Jonesboro, Craighead County, Arkansas.

Being more particularly described as follows: A 12' x 102.2' alley on the north side of Lot 11 and on the south side of Lots 1-3 all being part of Cate's Subdivision of Lot 17 of Flint's Addition all being part of Northeast Quarter of the Southwest Quarter of Section 18, Township 14 North, Range 4 East as recorded in the Office of the Circuit Clerk for Jonesboro, Craighead County, Arkansas.

Please call if you have questions.

A handwritten signature in black ink, appearing to read "Jake Rice, III", is written over a horizontal line.

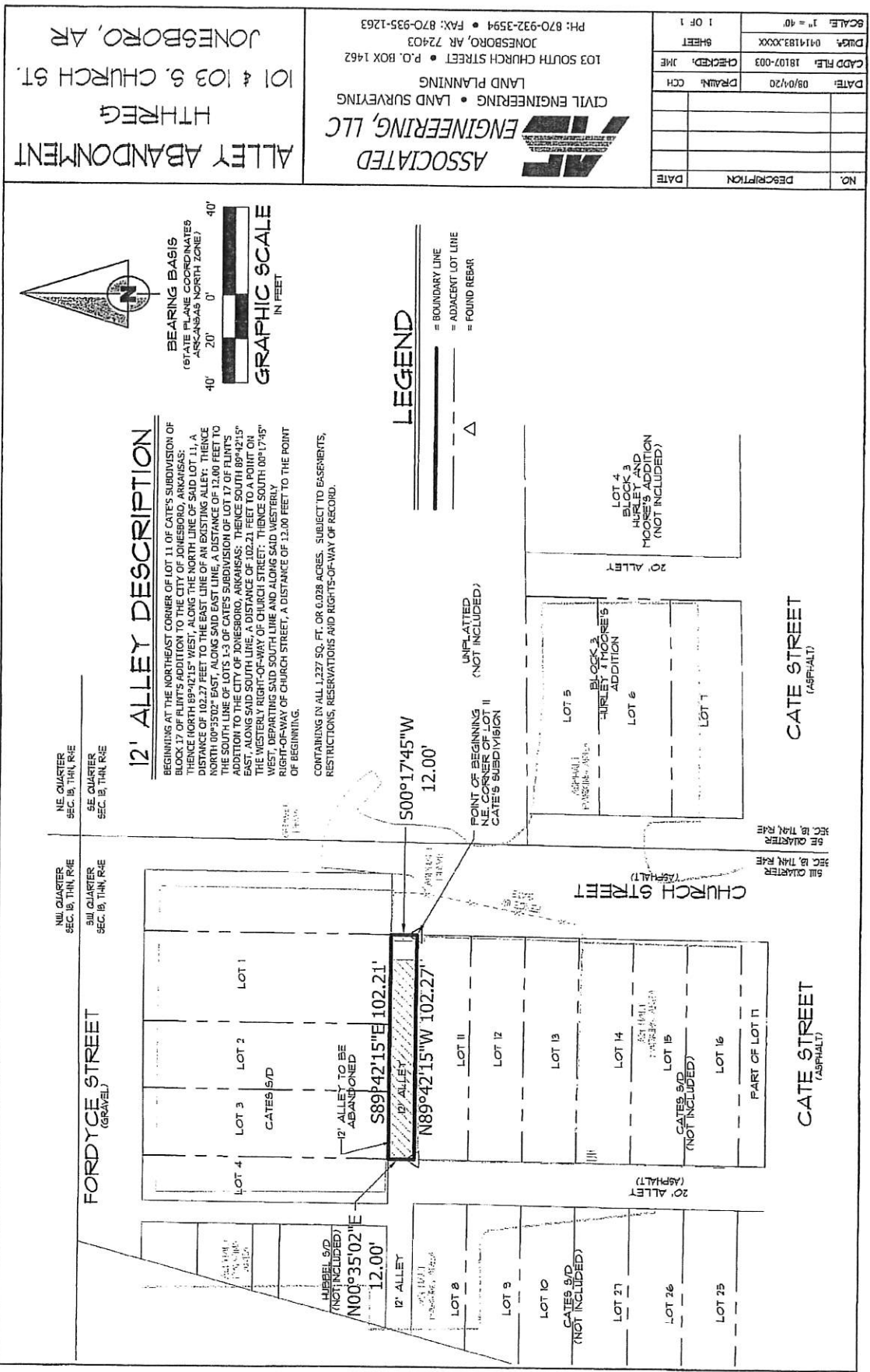
Jake Rice, III P.E.
Manager, City Water & Light

Enclosure

Cc: Associated Engineering

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581



NO.	DESCRIPTION	DATE
1	1 OF 1	

DATE	08/04/20	DRAWN	CCH
CADD FILE	18107-003	CHECKED	JHE
DWG#	0414183.XXXX	SHEET	
SCALE	1" = 40'		

ASSOCIATED ENGINEERING, LLC
 CIVIL ENGINEERING • LAND SURVEYING
 LAND PLANNING
 103 SOUTH CHURCH STREET • P.O. BOX 1462
 JONESBORO, AR 72403
 PH: 870-932-3594 • FAX: 870-935-1263

ALLEY ABANDONMENT
 HTHREG
 101 & 103 S. CHURCH ST.
 JONESBORO, AR



12/14/2020

John M. Easley
Associated Engineering, LLC
103 S. Church Street
Jonesboro, AR 72403

RE: Easement Abandonment – Brendar Village - Jonesboro, AR 72403

Legal Description: "COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;"

Dear John M. Easley:

After reviewing your request of the Easement Abandonment in Jonesboro, AR, Altice USA d/b/a Suddenlink Communications has verified there is not active CATV facilities in this easement.

Given the verification stated above, Altice USA has no objection with the requested Easement Abandonment.

Yours truly,

A handwritten signature in black ink, appearing to read "Glenn Cisek", with a long horizontal line extending to the right.

Glenn Cisek
Director, Contracts



phone 870 336 3434

1 888 336 4249

fax 870 336 3401

office 2400 Ritter Drive, Jonesboro, AR 72401

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

12' ALLEY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO THE EAST LINE OF AN EXISTING ALLEY: THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE SOUTH LINE OF LOTS 1-3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.21 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CHURCH STREET: THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY OF CHURCH STREET, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

UTILITY COMPANY COMMENTS:

CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided the following described easements are retained.
- ☐ Objects to the vacation(s) described above, reason described below:

Alice Martin - ENGR Surv

Alice Martin
Engineering Supervisor



T 870 336 3476 alice.martin@rittercommunications.com
M 870 243 5681 2109 Fowler Avenue, Jonesboro, AR 72401
rittercommunications.com



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

July 29, 2020

Alice Martin
Project Engineer

Via e-mail: alice.martin@rittermail.com

Ritter Communications
2400 Ritter Drive
Jonesboro, AR 72404

Dear Ms. Martin,

On behalf of Halsey, Thrasher, Harpole Real Estate Group, we are requesting approval for the abandonment of a 12' alley between properties located at 101 South Church and 103 South Church as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS: THENCE NORTH 89°42'15" WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 102.27 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING ALLEY, THENCE NORTH 00°35'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 12 FEET TO A POINT ON THE SOUTH LINE OF LOTS 1 – 3 OF CATE'S SUBDIVISION OF LOT 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO: THENCE SOUTH 89°42'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 102.27 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CHURCH STREET; THENCE SOUTH 00°17'45" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE OF CHURCH STREET, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

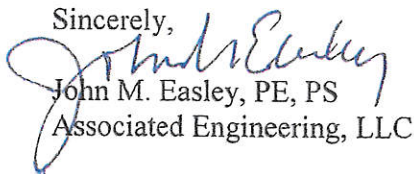
CONTAINING IN ALL 1,227 SQ. FT. OR 0.028 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

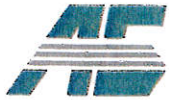
Thank you for your attention in this matter.

Sincerely,


John M. Easley, PE, PS
Associated Engineering, LLC

JME/ss

Enclosures Stated



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, _____ (print name), concur in the abandonment of the 12' alley as shown in the drawing provided.

Alice Martin (signature)
OSP Engineering Supervisor, Ritter Communications, Inc.



Legislation Details (With Text)

File #:	ORD-21:016	Version:	1	Name:	PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
Type:	Ordinance	Status:			First Reading
File created:	4/14/2021	In control:			Public Safety Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE				
Sponsors:	Engineering				
Indexes:	Parking & Traffic				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
4/20/2021	1	Public Safety Council Committee		

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE WHEREAS, the Traffic Control Committee has determined various signage needs in the City of Jonesboro.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS to make the following changes as recommended by the Traffic Control Committee:

ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

The Landing at Hudson Subdivision

Southern Creek Lane

Southern Woods

Southern Branch Drive

ESTABLISH 30 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Craighead Road

ESTABLISH 35 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Southern Ridge Blvd

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:

Hudson Court at Hudson Drive

Southern Woods Drive at US 49 (Southwest Drive)

Southern Creek Lane at South Woods Drive

Southern Ridge Blvd at US 49 (Southwest Drive)

Southern Creek Lane at Southern Branch Drive

Southern Branch Drive at US 49 (Southwest Drive)

Southern Branch Drive at Kellers Chapel

Prospector Drive at Yukon Drive

INSTALL 2-WAY STOP SIGN AT THE FOLLOWING LOCATIONS:

Stopping both sides of Southern Creek Lane at Southern Ridge Blvd.



Legislation Details (With Text)

File #:	ORD-21:018	Version:	1	Name:	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 AP
Type:	Ordinance	Status:	First Reading		
File created:	4/21/2021	In control:	Finance & Administration Council Committee		
On agenda:		Final action:			
Title:	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 A PAYMENT IN LIEU OF TAXES AGREEMENT 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 A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bond Ordinance (Nice-Pak 2021) Bond Purchase Agreement (Nice-Pak 2021) Lease Agreement (Nice-Pak 2021) PILOT Agreement (Nice-Pak 2021) Trust Indenture (Nice-Pak 2021)				

Date	Ver.	Action By	Action	Result
4/27/2021	1	Finance & Administration Council Committee		

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 A PAYMENT IN LIEU OF TAXES AGREEMENT 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 A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Jonesboro, 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, Nice-Pak Products, Inc. or its affiliate (the “Company”) has evidenced its interest in acquiring, constructing, and equipping an industrial facility in the City if permanent financing can be provided through the issuance of revenue 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 an industrial facility in the City and to finance acquisition and construction of manufacturing facilities, infrastructure and improvements and the acquisition and installation of facilities and equipment for the development, manufacture and delivery of premium quality wet wipes to be located at 1 Nice Pak Road, Jonesboro, Arkansas (the “Project”) relating to the operations of the Company; 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021,” or such other series as are otherwise designated, in the principal amount of not to exceed \$65,000,000.00 (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 a Lease Agreement (the “Lease Agreement”) relating to the real and personal property constituting the Project, 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 a Payment in Lieu of Taxes Agreement (the “PILOT Agreement”) in substantially the form presented at this meeting; and

WHEREAS, the City caused a form of a notice of public hearing to be published on December 22, 2020, and the City hereby ratifies the form of notice published; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on January 5, 2021 following publication of notice of the hearing and that 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 Bond Purchase Agreement by and between the City and the Purchaser; and

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

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 City subject to the such liens, encumbrances and security interests 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 or security interest (the “RNA Agreement”);

WHEREAS, the completion of the Project will furnish additional employment and 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 JONESBORO, 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 Sixty-five Million and 00/100 Dollars (\$65,000,000.00), 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 Agreement 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 documents, their execution to constitute conclusive evidence of such approval, is hereby authorized and directed. Executed copies of the PILOT Agreement shall be filed in the City Clerk's office.

(c) The acquisition, construction, and equipping of the Project, and, in connection therewith, 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 Sixty-five Million and 00/100 Dollars (\$65,000,000.00) 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 a copy of such Trust Indenture is on file with the City Clerk and available for inspection by any interested person), 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 the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting (and a copy of such Lease Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Company, in order to complete the Lease 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 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 a copy of such Bond Purchase Agreement is on file with the City Clerk and available for inspection by any interested person), 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 an 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 a copy of such RNA Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Company and its lenders (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 Agreement, (ii) the performance of the City's obligations under the Lease Agreement, (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 Agreement, (vii) the performance of the City's obligations under the PILOT Agreement, (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 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 particular industrial project. This action is taken by the City Council pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 8. 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 9. ***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 10. ***Repealer.*** All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

ORDINANCE NO. 21: _____

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 A PAYMENT IN LIEU OF TAXES AGREEMENT 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 A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Jonesboro, 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, Nice-Pak Products, Inc. or its affiliate (the “Company”) has evidenced its interest in acquiring, constructing, and equipping an industrial facility in the City if permanent financing can be provided through the issuance of revenue 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 an industrial facility in the City and to finance acquisition and construction of manufacturing facilities, infrastructure and improvements and the acquisition and installation of facilities and equipment for the development, manufacture and delivery of premium quality wet wipes to be located at 1 Nice Pak Road, Jonesboro, Arkansas (the “Project”) relating to the operations of the Company; 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021,” or such other series as are otherwise designated, in the principal amount of not to exceed \$65,000,000.00 (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 a Lease Agreement (the “Lease Agreement”) relating to the real and personal property constituting the Project, 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 a Payment in Lieu of Taxes Agreement (the “PILOT Agreement”) in substantially the form presented at this meeting; and

WHEREAS, the City caused a form of a notice of public hearing to be published on December 22, 2020, and the City hereby ratifies the form of notice published; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on January 5, 2021 following publication of notice of the hearing and that 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 Bond Purchase Agreement by and between the City and the Purchaser; and

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

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 City subject to the such liens, encumbrances and security interests 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 or security interest (the "RNA Agreement");

WHEREAS, the completion of the Project will furnish additional employment and 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 JONESBORO, 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 Sixty-five Million and 00/100 Dollars (\$65,000,000.00), 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 Agreement 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 documents, their execution to constitute conclusive evidence of such approval, is hereby authorized and directed. Executed copies of the PILOT Agreement shall be filed in the City Clerk's office.

(c) The acquisition, construction, and equipping of the Project, and, in connection therewith, 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 Sixty-five Million and 00/100 Dollars (\$65,000,000.00) 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 a copy of such Trust Indenture is on file with the City Clerk and available for inspection by any interested person), 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 the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting (and a copy of such Lease Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Company, in order to

complete the Lease 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 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 a copy of such Bond Purchase Agreement is on file with the City Clerk and available for inspection by any interested person), 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 an 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 a copy of such RNA Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Company and its lenders (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 Agreement, (ii) the performance of the City's obligations under the Lease Agreement, (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 Agreement, (vii) the performance of the City's obligations under the PILOT Agreement, (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 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 particular industrial project. This action is taken by the City Council pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 8. 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 9. *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 10. *Repealer.* All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: _____, 2021

ATTEST:

APPROVED:

April Leggett, City Clerk

Harold Copenhaver, Mayor

CITY OF JONESBORO, ARKANSAS

Issuer

and

[Affiliate of Company]

Purchaser

BOND PURCHASE AGREEMENT

Dated _____, 2021

Not to Exceed

\$65,000,000

City of Jonesboro, Arkansas

Taxable Industrial Development Revenue Bonds

(Nice-Pak Project)

Series 2021

MITCHELL | WILLIAMS

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

100 EAST HUNTINGTON, SUITE C

JONESBORO, ARKANSAS 72401

BOND PURCHASE AGREEMENT

Not to Exceed
\$65,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Nice-Pak Project)
Series 2021

_____, 2021

[Affiliate of Nice-Pak]
1 Nice Pak Road
Jonesboro, Arkansas 72401

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the “**Issuer**”), a political subdivision organized and existing under the laws of the State of Arkansas, hereby agrees with you as follows:

SECTION 1. PURCHASE AND SALE OF BONDS

1.1. Issuance of Bonds. The Issuer has authorized the issuance of its Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021 in a principal amount not to exceed Sixty-five Million and No/100 Dollars (\$65,000,000.00) (the “**Bonds**”), pursuant to and in accordance with Amendment 65 to the Constitution of the State of Arkansas (“**Amendment 65**”), 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 (“**Act 9**”), and Ordinance _____ of the Issuer (the “**Ordinance**”), duly adopted by its City Council on _____, 2021, such Bonds to be dated, to bear interest and to be payable as set forth in, and to be issued pursuant to the terms of a Trust Indenture (the “**Indenture**”) dated as of _____, 2021, by and between the Issuer and Regions Bank, as trustee (the “**Trustee**”). The Bonds shall be issued as a single typewritten drawdown bond with a stated maximum principal of \$65,000,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn by Nice-Pak Products, Inc.(the “**Company**”) as reflected on the Schedule of Draws and Redemptions attached to the Bonds. The Bonds shall bear interest on the principal amount drawn by the Company, at the rate of _____% per annum, payable annually on _____, commencing on _____, 2022. The Bonds will mature on _____, 20____. 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 dated as of _____, 2021 (the “**Lease Agreement**”). 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 Nice-Pak] (the “**Purchaser**”) 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 _____, 2021 (the “**Closing Date**”), at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 100 East Huntington, Suite C, Jonesboro, Arkansas 72401, 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 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 this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, or an Agreement for Payment in Lieu of Taxes to be dated as of the date of its delivery by and between the Issuer and the Company (the “**PILOT Agreement**”).

2.2. Pending Litigation. There is no action, suit, proceeding or investigation pending or threatened against or affecting the Issuer, or, to the best knowledge of the Issuer, any basis therefor, wherein an unfavorable decision or finding would adversely affect the transactions contemplated by this Agreement, or which in any way would adversely affect the validity or enforceability of the Bonds, this Agreement, the Lease Agreement, the Indenture or the PILOT Agreement.

2.3. Sale and Other Transactions are Legal and Authorized. The sale of the Bonds, the execution, delivery and due performance of this Agreement, the Lease Agreement,

the Indenture, the Home Office Payment Agreement, and the PILOT Agreement, and all transactions contemplated by this Agreement and those agreements are within the purposes, powers and authority of the Issuer, and have been done in full compliance with the provisions of the Ordinance, Amendment 65 and Act 9, as applicable, and all other applicable laws of the State of Arkansas. When delivered to you in accordance with this Agreement, the Bonds being purchased by you hereunder will be duly authorized, executed, issued and delivered and will constitute the legal, valid and binding obligation of the Issuer payable solely from the revenues and other funds pledged in the Indenture therefor, and the owner of the Bonds and their assigns will be entitled to the benefits of this Agreement, the Lease Agreement, the Home Office Payment Agreement, and the Indenture.

2.4. Governmental Consents. All consents, approvals, authorizations and orders of, or filings, registrations or qualifications with, any governmental or regulatory authorities which are required to be obtained by the Issuer for the consummation of the transactions contemplated by this Agreement have been duly and validly obtained or performed and are in full force and effect.

2.5. Use of Proceeds for Public Purposes. The Issuer has determined that the Project and the use of the proceeds from the sale of the Bonds therefor will accomplish the public purposes set forth in Act 9 and that under Article 16, Section 5 of the Constitution of the State of Arkansas (as currently interpreted by the Arkansas Supreme Court), the Project will be exempt from ad valorem taxes because it is owned by the Issuer.

SECTION 3. CONDITIONS OF CLOSING

Your obligation to purchase and pay for the Bonds to be delivered to you on the Closing Date and on the dates of any subsequent draws thereunder shall be subject to the following conditions precedent:

3.1. Opinion of Counsel. Your receipt from Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., bond counsel, of an approving opinion satisfactory to you.

3.2. Warranties and Representations True as of the Closing Date. You shall not have received notice from the Issuer that any of the warranties and representations of the Issuer contained in Section 2 hereof shall be untrue in any material respect as of the Closing Date or as of the date of any subsequent draw; there shall exist no “event of default” (as defined in the Lease Agreement and the Indenture) on such date; and you shall have received a certificate of the Company to such effect.

3.3. Execution and Delivery of Documents. The Lease Agreement, the Indenture, the Home Office Payment Agreement, and the PILOT Agreement shall each have been duly executed and delivered by the respective parties thereto, and each shall be in full force and effect on the Closing Date and on the date of each subsequent draw under the Bonds.

3.4. Filings. All recordations and filings appropriate or required by law in order fully to perfect, preserve and protect the assignment of the Lease Agreement and the lien of the

Indenture and the security interests created by the Lease Agreement and the Indenture and the rights of the Trustee thereunder shall have been performed.

3.5. Proceedings Satisfactory. All corporate and other proceedings taken or to be taken in connection with the transactions relating hereto and all documents incident thereto shall be satisfactory in substance and form to you and your counsel, and you and your counsel shall have received such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

3.6. No Litigation. No litigation or proceeding shall be threatened or pending in any court or other official body (i) to restrain or enjoin the issuance or delivery of the Bonds, (ii) which in any way questions or affects the validity of the Bonds, any provisions thereof, any provisions of the Ordinance, this Agreement, the Lease Agreement, the Indenture, the PILOT Agreement, the Home Office Payment Agreement or any proceedings taken with respect to the foregoing, or (iii) which questions the Issuer's creation, organization or existence or the titles to office of any of its officers, or its powers to acquire, finance and lease the Project.

SECTION 4. SPECIAL COVENANTS

4.1. Delivery Expenses. Payment of all costs of issuance in connection with the preparation, execution, printing and delivery of the Bonds to the place of closing and all fees and expenses of Bond Counsel, Issuer's counsel and your counsel shall be paid, or caused to be paid, from the proceeds of the Bonds or otherwise at the election of the Company.

4.2. Special Obligations. Notwithstanding anything herein to the contrary, all covenants and agreements contained in this Agreement on behalf of the Issuer shall be subject to the provisions of this Section 4.2. The Bonds shall be special limited obligations of the Issuer as provided in Act 9, the principal of and interest on which are payable solely from revenues or other receipts, funds, monies and property pledged or mortgaged therefor under the Indenture, and any amounts payable by the Issuer under this Agreement, the Lease Agreement or the Indenture are payable solely therefrom. Neither the State of Arkansas nor any political subdivision thereof shall in any event be liable for the payment of the principal of or interest on the Bonds.

SECTION 5. MISCELLANEOUS

5.1. Expenses. The Company shall pay and indemnify the Issuer for the amount of all expenses reasonably incurred in connection with the issuance of the Bonds and not otherwise paid from Bond proceeds.

5.2. Notices. All communications provided for hereunder shall be sent by fax or by first class or certified mail and, if to you, addressed to you in the manner in which this letter is addressed; if to the Issuer, at 300 South Church Street, Jonesboro, Arkansas 72401, Attention: Mayor; with a copy to Carol Duncan, City Attorney, 401 W. Washington Ave., Jonesboro, Arkansas 72401; and if to the Company, to 1 Nice Pak Road, Jonesboro, Arkansas 72401,

Attention: _____ or to such other address with respect to any party as such party shall notify the others in writing.

5.3. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Issuer in connection herewith shall survive the execution and delivery of this Agreement and the Bonds.

5.4. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. The provisions of this Agreement are intended to be for the benefit of all owner from time to time of the Bonds, and shall be enforceable by any such owner, whether or not an express assignment to such owner of rights under this Agreement has been made by you or your successors or assigns. You may not assign any portion of your rights and obligations hereunder without the written consent of the Issuer and the Company, which consent shall not be unreasonably withheld or delayed.

5.5. Responsibility of Individuals. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Issuer and not of any director, officer, employee or agent of the Issuer in his or her individual capacity.

5.6. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to you, the determination of such satisfaction shall be made by you in your sole and exclusive judgment exercised in good faith.

5.7. Representation of Purchaser. You specifically understand and agree that, prior to the sale of the Bonds to you, you will be required to execute and deliver a letter in substantially the form attached hereto as **Exhibit A**. You further understand and acknowledge that your obligation under Section 1.2 hereof to purchase from time to time an amount of the Bonds up to the entire authorized principal amount will survive and be unaffected by any transfer or purported transfer by you of any interest in the Bonds.

5.8. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Arkansas, and shall be construed and enforced in accordance with the laws of such State.

5.9. Modifications. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

5.10. Descriptive Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature Pages Follow]

If you are in agreement with the foregoing, please sign the form of acceptance on the enclosed counterpart of this document and return the same to the undersigned, whereupon this shall become a binding agreement between you and the undersigned.

Very truly yours,

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Copenhaver, Mayor

ATTEST:

By: _____
April Leggett, City Clerk

ACCEPTED:

[Affiliate of Nice-Pak]

a [state][entity]

By: _____

Name: _____

Title: _____

APPROVED:

NICE-PAK PRODUCTS, INC.

a New York corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF INVESTOR LETTER

[Prepared on Letterhead of Bond Purchaser]

_____, 2021

Mitchell, Williams, Selig,
Gates & Woodyard, P.L.L.C.
100 East Huntington, Suite C
Jonesboro, Arkansas 72401

[Trustee]

City of Jonesboro, Arkansas
Attention: Mayor
300 South Church Street
Jonesboro, Arkansas 72401

Nice-Pak Products, Inc.
Attention: _____
1 Nice Pak Road
Jonesboro, Arkansas 72401

Not to Exceed
\$65,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Nice-Pak Project)
Series 2021

Ladies and Gentlemen:

In connection with the purchase by us of the above-described bonds (the “**Bonds**”), we hereby certify as follows:

1. We understand that we will not receive from the City of Jonesboro, Arkansas (the “**Issuer**”), Nice-Pak Products, Inc. (the “**Company**”), _____ (the “**Trustee**”), their governing bodies, their members or any of their officers, employees or agents or Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. (“**Bond Counsel**”) any information with respect to the use of the proceeds of the Bonds and the Project, as defined in the Trust Indenture dated as of _____, 2021 (the “**Indenture**”), the Bonds themselves, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except (a) in the documentation executed in connection with the issuance of the Bonds, copies of which have been provided to us and reviewed by us prior to our purchase of the Bonds (the “**Bond Documents**”), and (b) as has been specifically requested by us from the Company and which has been provided to us and reviewed by us prior to our purchase of the Bonds (the “**Additional Information**”).

2. Neither the Issuer, the Company, the Trustee, their governing bodies, their members nor any of their officers, employees or agents nor Bond Counsel will have any responsibility to us for the accuracy or completeness of information obtained by us from any source regarding the Project, the Issuer, the Company or its assets, business, circumstances, financial condition and properties, or regarding the Bonds, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Bond Documents. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Bonds, and (b) the Bond Documents and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of the Company and the Project) prior to our purchase of the Bonds, review that we have deemed necessary or desirable in connection with our decision to purchase the Bonds.

3. We have been offered copies of or full access to all documents relating to the issuance of the Bonds and all records, reports, financial statements and other information concerning the Issuer, the Company and the Project and pertinent to the source of payment for the Bonds which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Company as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Bonds solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Company and the Project and discussions with representatives of the Company.

4. We have knowledge and experience in business and financial matters, so as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in the paragraphs above. We are duly and validly organized as a [limited liability company/corporation] under the laws of the State of [_____] and can bear the economic risk of the purchase of the Bonds.

5. The Bonds have been purchased for our own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Bonds shall at all times be within our sole control.

6. We are duly and legally authorized to purchase or invest in obligations such as the Bonds.

7. Except as otherwise set forth in the representations and warranties of the Issuer contained in the Bond Purchase Agreement relating to the Bonds, we have not and will not rely on any action taken by the Issuer of the Bonds, including, but not limited to, issuance of the Bonds, as evidence that the Bonds or the Project financed with the proceeds of the Bonds comply with the provisions of any legislation.

8. We have satisfied ourselves that the Bonds are a lawful investment for this organization under all applicable laws.

9. We have carefully read the Bond Documents and the Additional Information in their entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Bonds that are not described therein.

10. We acknowledged that no credit rating has been sought or obtained with respect to the Bonds, and we acknowledged that the Bonds are a speculative investment and that there is a high degree of risk in such investment.

11. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Bonds.

[Affiliate of Nice-Pak]

A [state][entity]

Bond Purchaser

By: _____

Name: _____

Title: _____

LEASE AGREEMENT
BY AND BETWEEN
CITY OF JONESBORO, ARKANSAS
AND
NICE-PAK PRODUCTS, INC.

Dated as of _____, 2021



MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

LEASE AGREEMENT

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LEASE AGREEMENT

This LEASE AGREEMENT (the “**Lease Agreement**”) is entered into and effective on this ____ day of _____, 2021, by and between the **CITY OF JONESBORO, ARKANSAS** (“**Lessor**” or “**Issuer**”) and **NICE-PAK PRODUCTS, INC.**, a corporation organized under and existing by virtue of the laws of the State of New York (“**Lessee**”);

RECITALS:

A. Lessor is 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 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.*, as amended from time to time (collectively, 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 _____, 2021 (the “**Indenture**”) by and between the Issuer and [To be determined], 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 (Nice-Pak Project), Series 2021 (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 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

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 the corporate boundaries of the Issuer, including, but not limited to, the construction of infrastructure and improvements and acquisition and installation of equipment in Jonesboro, 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 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021.

“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”– Nice-Pak Products, Inc., a New York corporation, and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

“Lessor” – City of Jonesboro, 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 or landlords 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 Issuer and the Trustee securing the Bonds.

“**Trustee**” - The Trustee for the time being, whether original or successor, with the original Trustee being _____, an _____ 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.

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 leasehold rights and/or land, as applicable, 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. If requested by Lessor in writing, all such machinery, equipment, furnishings and other personal property shall be described in a ledger maintained by Lessee on the Leased Premises.

The properties described in this Section 3.01 are herein collectively referred to as the “**Leased Premises**.” Lessor and Lessee acknowledge and agree that **Exhibits A and B** will be supplemented and amended during the term of this Lease to identify additional leasehold improvements and fee and leasehold interests in machinery, equipment and furnishings, other personal property, and fixtures that are acquired with the 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 term of this Lease Agreement shall commence as of _____, 2021, 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 contemporaneously with the redemption of the Bonds in full or the expiration of the term of this 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 this 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 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. 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 _____, 2021 (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 AND ALTERATIONS

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.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. So long as there is no reduction in the reasonable value and functional utility of the Project, as originally designed and completed and as originally approved by 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. 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.

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 development, manufacture and delivery of premium quality wet wipes 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. Notwithstanding the foregoing, neither the Lessor nor the Trustee shall be entitled to indemnification for any claim arising out of its own gross negligence or willful misconduct.

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. Restoration 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).

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: Nice-Pak Products, Inc.
1 Nice Pak Road
Jonesboro, Arkansas 72401
Attention: _____

With a copy to: [To be inserted]

If intended for Issuer: CITY OF JONESBORO ARKANSAS
300 South Church Street
Jonesboro, Arkansas 72401
Attention: Mayor

With a copy to: Carol Duncan
City Attorney
401 W. Washington Ave.
Jonesboro, Arkansas 72401

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 Craighead County, Arkansas, 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 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, convert into 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 prior, or such other shorter period of time as is acceptable to Lessor, 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 New York 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 in public filings made by Lessee or its affiliates in compliance with its or their regulatory obligations, 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.

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.

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 JONESBORO, ARKANSAS, Lessor

By: _____
Harold Copenhaver, Mayor

ATTEST:

By: _____
April Leggett, City Clerk

(S E A L)

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.

NICE-PAK PRODUCTS, INC., Lessee
a New York corporation

By: _____
Name: _____
Title: _____

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

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 **HAROLD COPENHAVER** and **APRIL LEGGETT**, 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 JONESBORO, 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 _____, 2021.

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 **NICE-PAK PRODUCTS, INC.**, a New York corporation, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said corporation, 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 _____, 2021.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A

All machinery, equipment and furnishings located on the Leased Premises and financed with the proceeds of the Bonds.

EXHIBIT B

Legal Description

The Leased Premises is located in Craighead County, Arkansas and described as follows:

[to be provided]

EXHIBIT C
Option Agreement
(See Attached)

Exhibit C-1

OPTION AGREEMENT

This OPTION AGREEMENT (the "Option Agreement") is entered into and effective on the ____ day of _____, 2021, by and between the **CITY OF JONESBORO, ARKANSAS** ("Grantor") and **NICE-PAK PRODUCTS, INC.**, a New York corporation ("Grantee").

WHEREAS, Grantor, as Lessor, and Grantee, as Lessee, have entered into a Lease Agreement (the "**Lease Agreement**") dated as of _____, 2021 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 in full of the Bonds, 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 the 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. 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.

8. 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.

9. 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 Craighead County, Arkansas.

10. 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 JONESBORO, ARKANSAS, Lessor

By: _____
Harold Copenhaver, Mayor

ATTEST:

By: _____
April Leggett, City Clerk

(S E A L)

NICE-PAK PRODUCTS, INC., Lessee
a New York corporation

By: _____
Name: _____
Title: _____

Acknowledged by Escrow Agent:

By: _____
_____, Corporate Trust Officer

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

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 **HAROLD COPENHAVER** and **APRIL LEGGETT**, 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 JONESBORO, 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 _____, 2021.

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 **NICE-PAK PRODUCTS, INC.**, a New York corporation, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said corporation, 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 _____, 2021.

Notary Public

My commission expires:

(S E A L)

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
300 South Church Street
Jonesboro, Arkansas 72401
Attention: Mayor

Dated: _____, 20__

Re: Not to exceed \$65,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021 (the “Bonds”)

Ladies and Gentlemen:

The City of Jonesboro, 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, construction, and equipping certain industrial facilities, infrastructure and improvements, for the development, manufacture and delivery of premium quality wet wipes to be located at 1 Nice Pak Road, Jonesboro, Arkansas (the “Project”) relating to the operations of Nice-Pak Products, Inc. or its affiliate (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 development, manufacture and delivery of premium quality wet wipes. 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.

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 the State of Arkansas, Craighead County, the Nettleton 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 10 each year commencing after completion of construction. Payments not paid when due shall bear interest at 5% 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 district, 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 Craighead 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 Craighead 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 Craighead 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,

NICE-PAK PRODUCTS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Copenhaver, Mayor

ATTEST:

April Leggett, City Clerk

TRUST INDENTURE

between

CITY OF JONESBORO, ARKANSAS

as Issuer

and

as Trustee

for

\$65,000,000

City of Jonesboro, Arkansas

Taxable Industrial Development Revenue Bonds

(Nice-Pak Project)

Series 2021

Dated: _____, 2021



MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

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TRUST INDENTURE

THIS TRUST INDENTURE (this “**Indenture**”) executed as of the ____ day of _____, 2021, by and between the **CITY OF JONESBORO, 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 _____, an _____ 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 Title 14, Chapter 164, Subchapter 2 of the Arkansas Code Annotated specifically 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 and to loan the proceeds thereof to Nice-Pak Products, Inc., a New York corporation (the “**Company**” or the “**Borrower**”), for the purposes of financing the costs of acquiring, constructing, and equipping certain industrial facilities located within the corporate boundaries of the City of Jonesboro, Arkansas, such loan to be upon the terms and conditions set forth in the Lease Agreement dated as of _____, 2021, by and between the Issuer and the Company (the “**Lease Agreement**”); 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 (Nice-Pak Project), Series 2021 under the provisions of the Act in a principal amount not to exceed Sixty-five Million and No/100 Dollars (\$65,000,000.00) (the “**Bonds**”); and

D. The Bonds are to be sold 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 ____ day _____, 2021; 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

W I T N E S S E T H:

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 Agreement 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, Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, specifically Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, 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.

“Agreement” or **“Lease Agreement”** – The Lease Agreement dated as of _____, 2021, between the Issuer and the Company providing for a loan to the Company for payment of a portion of the Project costs.

“Bond Fund” – The fund of the Issuer created by Section 5.01 of this 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021 issued under and secured by the Indenture, in the principal amount of not to exceed \$65,000,000.

“Borrower” – Nice-Pak Products, Inc., a New York corporation.

“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.

“Code” – The Internal Revenue Code of 1986, as amended, of the United States of America.

“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 Jonesboro, Arkansas, a city of the first class and a political subdivision of the State of Arkansas.

“Loan” – The loan from the Issuer to the Company evidenced and governed by the Lease Agreement.

“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 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” or **“Bondholder”** – [Affiliate of Borrower], a [state][entity]. 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 Agreement.

“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 _____, an _____ authorized to exercise corporate trust

powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created,. 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, an issue of industrial development revenue bonds is hereby authorized in the aggregate principal amount of \$65,000,000. 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Nice-Pak Project), Series 2021,” in the principal amount of not to exceed \$65,000,000. The Bonds will be dated _____, 2021, 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 \$65,000,000, 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 a Draw Certificate and Notice of Funding, substantially in the form of Exhibit C attached hereto, 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 Bond initially issued 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; Interest Payment Dates. The Bonds shall mature on _____, 20__ and bear interest payable annually on each _____ (each an “**Interest Payment Date**”), commencing _____, 2022 and continuing through _____, 20__ with the final principal payment due on maturity, _____, 20__, at the rate per annum of _____ percent (____%).

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor (by his original or facsimile signature) and the City Clerk (by her original or facsimile signature) thereof and shall have impressed thereon the seal of the Issuer. The Mayor and the City Clerk shall file the certificates required by the Uniform Facsimile Signature Public Officials Act (Arkansas Code of 1987 Annotated, Title 21, Chapter 10) 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 Bond initially issued 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. 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 written notice to the Trustee, substantially in the form of Exhibit D attached hereto and incorporated herein, 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 after delivery of 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 Agreement. The Lease Agreement, 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 Agreement, 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 Jonesboro, Arkansas Taxable Industrial Development Revenue Bond (Nice-Pak Project) Fund, Series 2021 (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 Agreement;

(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 Agreement 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 Agreement 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 Agreement (as defined in the Lease Agreement).

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 Jonesboro, 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. 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 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, agreement 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, 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, 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 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.

(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 Agreement. Upon the written request of the Borrower, with written notice to the Issuer in conformity with the Lease Agreement, the Trustee may from time to time, and at any time, consent to any amendment, change or modification of the Lease Agreement 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 Agreement without the approval or consent of the 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 the 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 JONESBORO, ARKANSAS
300 South Church Street
Jonesboro, Arkansas 72401
Attention: Mayor

With a copy to: Carol Duncan
City Attorney
401 W. Washington Ave.
Jonesboro, Arkansas 72401
E-mail: cduncan@jonesboro.org

If intended for the Trustee: _____

Attn: Corporate Trust Department

If intended for Company: NICE-PAK PRODUCTS, INC.
1 Nice Pak Road
Jonesboro, Arkansas 72401
Attention: _____

If intended for the Bondholder: _____

Attention: _____

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 board of directors 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 board of directors 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 JONESBORO, ARKANSAS

By: _____
Harold Copenhaver, Mayor

ATTEST:

By: _____
April Leggett, City Clerk

(S E A L)

_____, as Trustee

By: _____
_____, _____

STATE OF ARKANSAS)
) ss. **ACKNOWLEDGMENT**
COUNTY OF CRAIGHEAD)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **HAROLD COPENHAVER** and **APRIL LEGGETT**, 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 JONESBORO, 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 _____, 2021.

Notary Public

My commission expires:

(S E A L)

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named _____, _____ of _____, a banking corporation, to me personally known, who stated that she was duly authorized in her capacity to execute the foregoing instrument for and in the name of _____ and further stated and acknowledged that she had signed, executed and delivered the 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 _____, 2021.

Notary Public

My commission expires:

(S E A L)

Exhibit A

Form of Initial Bond

R-1

\$65,000,000

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
\$65,000,000
CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NICE-PAK PROJECT)
SERIES 2021**

INTEREST RATE	MATURITY DATE:	ISSUE DATE
_____ %	_____, 20__	_____, 2021
REGISTERED OWNER:	[AFFILIATE OF COMPANY]	
PRINCIPAL AMOUNT:	SIXTY-FIVE 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 Jonesboro, 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 _____, 2022 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 _____, 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 Little Rock, 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 Sixty-five Million and No/100 Dollars (\$65,000,000.00) (the “**Bonds**”) which are issued

for the purpose of providing funds for the making of loans to Nice-Pak Products, Inc. (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 _____, 2021, 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.

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 Agreement 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 Jonesboro, Arkansas Industrial Development Revenue Bond Fund” (the “**Bond Fund**”). Certain Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds. The Bonds do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

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 _____, 2021.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

_____, as Trustee

By: _____
Authorized Signatory

Dated: _____, 2021

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 JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NICE-PAK PROJECT)
SERIES 2021**

INTEREST RATE

MATURITY DATE:

ISSUE DATE

____ %

____, 20__

____, 20__

REGISTERED OWNER: [AFFILIATE OF COMPANY]

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Jonesboro, 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 asaid 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 _____, 2022 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 _____, 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 Little Rock, 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 Nice-Pak Products, Inc. (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 _____

___, 2021, 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.

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 Agreement 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 Jonesboro, Arkansas Industrial Development Revenue Bond Fund” (the “Bond Fund”). Certain Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds. The Bonds do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

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 JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

_____, 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]

Exhibit C

DRAW CERTIFICATE
AND
NOTICE OF FUNDING

[Date]

Not to Exceed
\$65,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Nice-Pak Project)
Series 2021

Attn: Corporate Trust

Nice-Pak Products, Inc.
1 Nice Pak Road
Jonesboro, Arkansas

Ladies and Gentlemen:

The undersigned, a Borrower Representative, as defined in the Trust Indenture dated as of _____, 2021 (the “Indenture”), between the City of Jonesboro, Arkansas (the “Issuer”) and _____ (the “Trustee”), providing for the issuance of the captioned bonds (the “Bonds”), hereby certifies to and represents to the Trustee and [Bondholder] (the “Bondholder”) as follows:

1. Pursuant to this Certificate and in compliance with Article VI of the Indenture, Nice-Pak Products, Inc. (the “Company”) requests a draw under the Bonds on the date hereof in the amount of \$_____ (the “Draw”).

2. The Draw will be used to reimburse the Company for Project Costs pursuant to Article II of the Lease Agreement between the Issuer and the Company dated as of _____, 2021 (the “Lease Agreement”).

3. The requested amount of this Draw, when added to the amount of all prior Draws under the Indenture, does not exceed \$65,000,000. Further, the requested Project Costs have not been previously reimbursed.

4. The undersigned has examined the provisions of the Indenture and the Lease Agreement and certifies that the Company has complied with the conditions thereof. This disbursement is for a proper expense of or pertaining to the Project.

5. A summary of the Project Costs to be reimbursed is attached hereto as **Exhibit “A”**. For those Project Costs identified in **Exhibit “A”** that are in excess of \$100,000, at the direction of the Company, an invoice, purchase order or other appropriate documentation may be attached as

support for the expense. The assets identified in **Exhibit “A”** and its supporting documentation have been purchased with Bond proceeds, are contemporaneously transferred to the Issuer, and leased to the Company pursuant to the Lease Agreement. For purposes of clarification, **Exhibit “B”** identifies equipment that is fully assembled and operations; however, the component parts of such equipment may have been identified on **Exhibit “A”** to prior Draw Notices. To the extent that any of the assets listed in **Exhibit “B”** are “personal property,” these assets are intended to be and are part of the Personal Property described in Exhibit B to the Bill of Sale and Blanket Assignment delivered by the undersigned to the Issuer on _____, 2021 and are part of the Leased Premises referenced in Section 3.01 of the Lease Agreement and more specifically described on Exhibit A to such Lease Agreement. Issuer and Company acknowledge and agree that the referenced Exhibit B to the Bill of Sale and Blanket Assignment and Exhibit A to the Lease Agreement are hereby modified and amended to include the assets described on **Exhibit “B”** hereto. The assets described in **Exhibit “A”** and **Exhibit “B”** are subject to prior encumbrances specific to each asset.

6. The Bondholder is requested to make appropriate accounting entries to reflect the additional funding of the Bonds.

7. The Trustee is requested to make appropriate notation on the Draw of Schedule A of the Bonds.

NICE-PAK PRODUCTS, INC.

By: _____

Name: _____

Title: _____

The foregoing is acknowledged by the Trustee as of _____, 20____.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
TO DRAW CERTIFICATE AND NOTICE OF FUNDING
PROJECT COSTS

[To be inserted at the time of the draw.]

EXHIBIT "B"
TO DRAW CERTIFICATE AND NOTICE OF FUNDING
ADDITIONS TO LEASED PREMISES

[To be inserted at the time of the draw.]

Exhibit D

ANNUAL PAYMENT CONFIRMATION

Not to Exceed
\$65,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Nice-Pak Project)
Series 2021

Attn: Corporate Trust

Pursuant to the Home Office Payment Agreement between the City of Jonesboro, Arkansas (“Issuer”), [Bondholder] (“Bondholder”) and Nice-Pak Products, Inc. (“Borrower”), Borrower confirms that the following payments were made and documented in accordance with the referenced documents on the books and records of the Borrower and Bondholder as of _____, 20____:

<u>Applicable Document</u>	<u>Type of Payment</u>	<u>Amount</u>
Bond	Accrued Interest	\$_____ ¹
Lease Agreement	Rent	\$_____ ²

Dated:_____

NICE-PAK PRODUCTS, INC.
As Borrower

By:_____

Name:_____

Title:_____

¹ Borrower may provide back-up documentation to the Trustee regarding the calculation of the Accrued Interest amount, but it is not required. Interest is calculated at the rate of _____% on the outstanding principal balance.

² Pursuant to the Lease Agreement, rental payments are equivalent to amounts due with respect to the Bond.



Legislation Details (With Text)

File #:	ORD-21:019	Version:	1	Name:	REZONING FROM R-1 SINGLE FAMILY RESIDENTIAL TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 6515 C.W. POST ROAD
Type:	Ordinance	Status:			First Reading
File created:	4/28/2021	In control:			City Council
On agenda:	5/4/2021	Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 6515 C.W. POST ROAD, JONESBORO, AR AS REQUESTED BY JOHN STUCKEY.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Staff Summary - City Council Rezoning Plat Application Conceptual layout Nettleton School Email Rezoning Sign Pictures				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 6515 C.W. POST ROAD, JONESBORO, AR AS REQUESTED BY JOHN STUCKEY.

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

BE IT ORDAINED by the City Council in the City of Jonesboro, Arkansas:

SECTION 1:

Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission ("MAPC") by the changes in zoning classification as follows:

FROM: R-1 Single Family Residential

TO: I-1 Limited Industrial District

For the following described property:

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East, Craighead County Arkansas, being more particularly described as follows: Commencing from the North Quarter Corner of said Section 36, thence N 89°22'39" E, a distance of 1,073.95 feet to a point, said point being the POINT OF BEGINNING; thence N 89°22'39" E, a distance of 260.85 feet to a point; thence S 00°40'11" W, a distance of 1,265.29 feet to a point; thence S 89°39'53" W, a distance of 265.51 feet to a point; thence N 00°52'54" W, a distance of 1,264.07 feet to a point; said point being the POINT OF BEGINNING, said tract containing 332,756 SF, or 7.64 acres, more or less, and being subject to all public and private easements and rights-of-way.

SECTION 2:

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3:

The rezoning of this property shall adhere to the following conditions:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual Flood Plain Regulations and Traffic Access Management Policy regarding any new development.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.



City of Jonesboro City Council
Staff Report – RZ 21-04 6515 C. W. Post Road
Municipal Center - 300 S. Church St.
For Consideration by the City Council on March 16th, 2021

REQUEST: To consider a rezoning of one tract of land containing 12 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1” Single Family Residential District to “I-1” Limited Industrial District.

APPLICANTS/OWNER: John C. Stuckey, 10415 Stuckey Lane, Trumann, AR 72472

LOCATION: 6515 C.W. Post Road, Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx. 12 Acres
Street Frontage: 395 ft. – C. W. Post Road
Topography: Predominately flat – farm land
Existing Development: Farm Land

SURROUNDING CONDITIONS:

ZONE		LAND USE	
North		I-2 Industrial and AG-1 Farmland and Residential	
South		R-1 Single Family Residential	
East		R-1 Single Family Residential – Vacant and Agricultural	
West		R-1 Single Family Residential – Vacant and Agricultural	

HISTORY: The site is Agricultural Land.

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as Industrial Intensity Growth Sector. Large Scale Manufacturing is appropriate in the **Industrial Intensity Growth** Sector and the property lies in the Overlay District. Industrial uses include those considered “heavy”, such as large-scale manufacturing and production concerns, including assembly and processing, regional warehousing and distribution, bulk storage and utilities. These areas are located in close proximity to the major

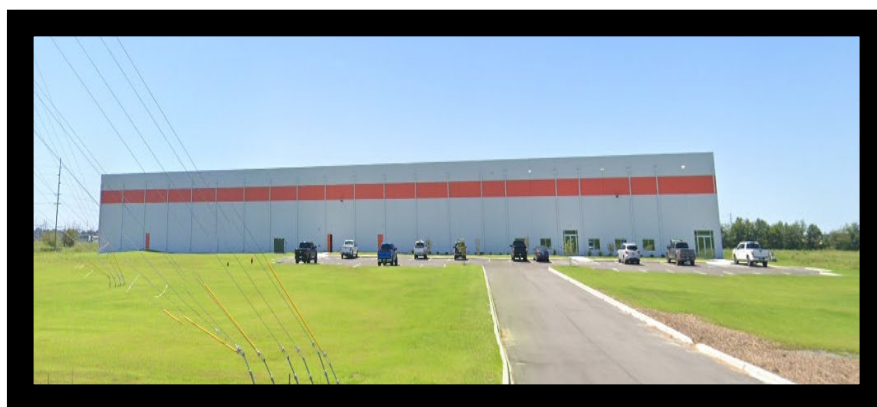
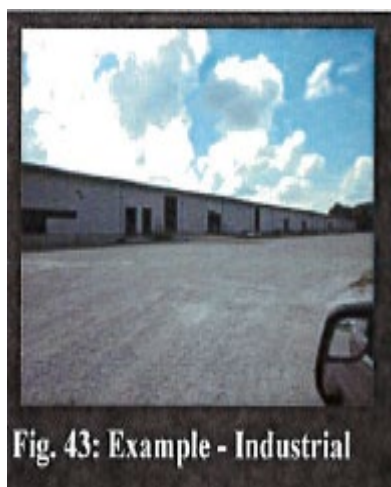
transportation corridors, and should generally be buffered from surrounding development by transitional uses or landscape areas that increase in size as development intensity increases. Heavy Industrial Centers may require larger sites because activities are not confined entirely to buildings. Conveyor belts, holding tanks, smoke stacks, or outdoor storage all may be present in a Heavy Industrial Center.

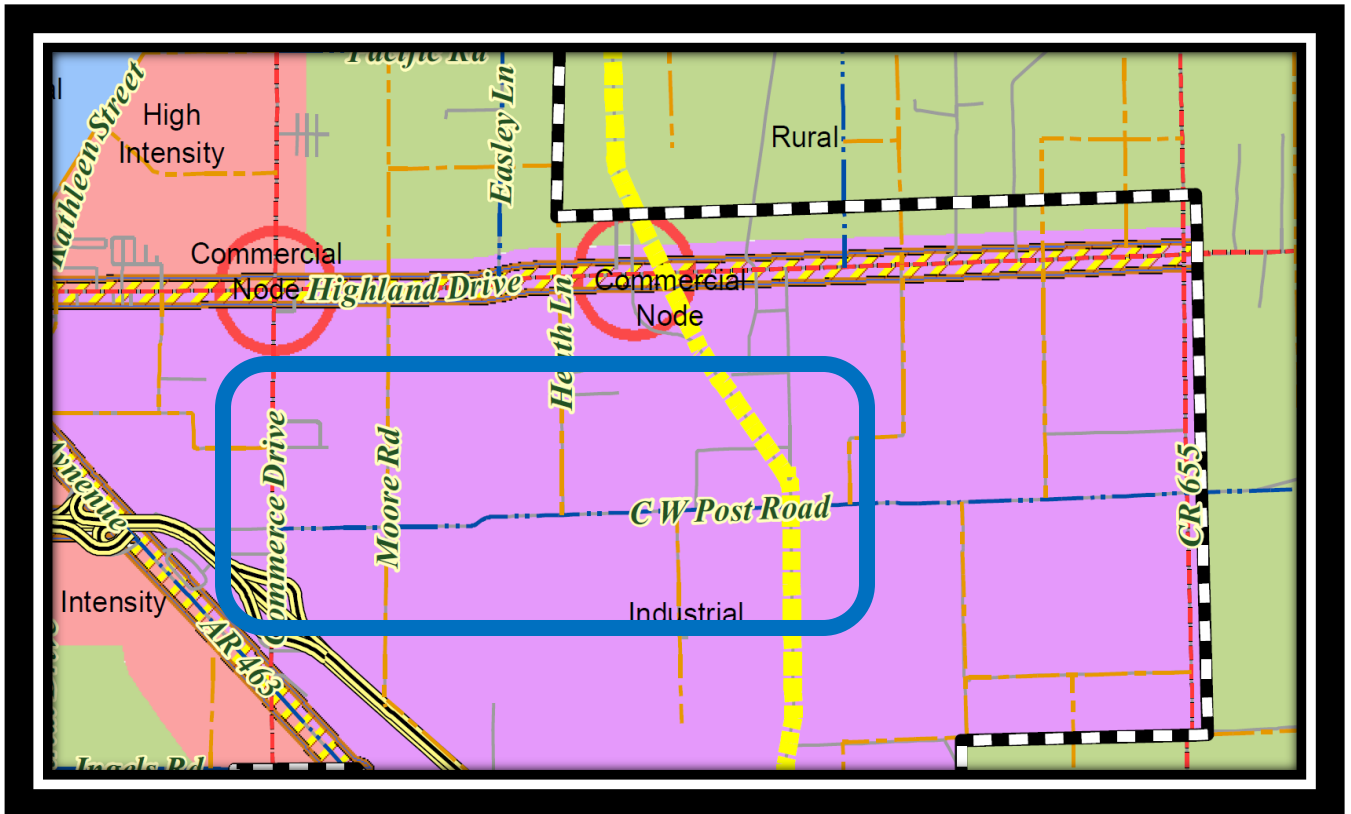
Smaller scale “light” industrial uses include warehousing, storage, limited manufacturing, research and development, laboratories, transportation terminals, and wholesale activities in enclosed facilities without offensive emissions or nuisance.

INDUSTRIAL INTENSITY GROWTH SECTORS - RECOMMENDED USE TYPES INCLUDE:

- Freight Terminals
- Warehousing
- Wholesaling
- Packaging
- Storage
- Fabrication

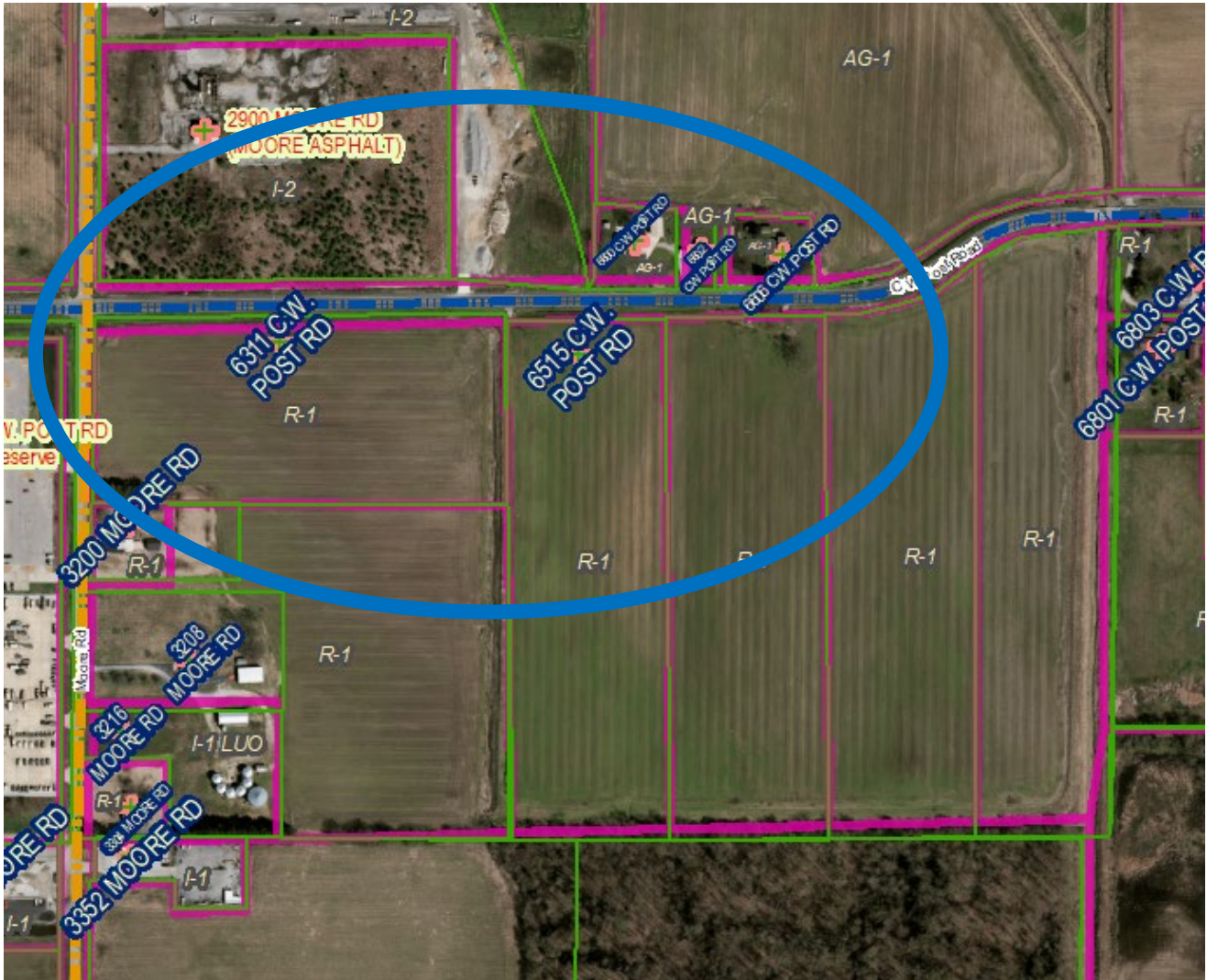
EXAMPLES:





Land Use Plan

MASTER STREET PLAN/TRANSPORTATION



Master Street Plan Map

Master Street Plan/Transportation







The subject property is served by C. W. Post Road. C. W. Post Road on the Master Street Plan is classified as a Minor Arterial. A Minor Arterial Street provide the connections to and through an urban area. The Minor Arterial Street primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required.



Zoning Map

Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as an Industrial Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are I-1 Limited Industrial Zoning in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property will not develop as anything other than what is on this location now or new house. This is an R-1 Single Family Residential District and only a single family home can be built.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper planning is implemented.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single Family Residential District. The applicant wants to rezone to accommodate the needs of the prospective tenant. A proposed site layout has been presented which will provide the tenant which facility that will fulfill their needs, all of for future expansion for that tenant, or other tenants as the market will dictate.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*. Rezoning makes sense considering there are already Industrial Businesses located in the area.

Chapter 117 of the City Code of Ordinances/Zoning defines I-1 Limited Industrial District as follows:

Definition of I-1 Limited Industrial District - The purpose of this district is to provide and accommodate freight terminals, warehousing, wholesaling, packaging, storage, fabrication, display and such limited manufacturing as does not create a nuisance for residential and commercial neighbors. Certain commercial uses are also permitted.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	Reported no issues.	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	Reported no issues.	
MPO	No issues were reported	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	CWL
Code Enforcement	Reported no issues.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON MARCH 9TH, 2021

George Hamman of Civilogic on behalf of John Stuckey are requesting MAPC Approval for a Rezoning from “R-1” Single Family Residential to “I-1” Limited Industrial District for 12 +/- acres of land located south side of CW Post Road and about 1250 ft. East of Moore Road.

APPLICANT: Jim Gramling representing John Stuckey stated this is currently agricultural land. To the north is I-2, R-1 to the south, and east and west is primarily vacant agricultural land. I usually like to have a neighborhood meeting whenever there are any houses around. I did not do that because of Covid, but we did send letters to everybody specifying that we would be happy to meet with them on a one on one basis. To date we have not been contacted by anyone. As Derrel will tell you, the land use map shows this as an Industrial intensity grow sector. The proposed use is some light Industrial use with warehousing and some offices.

COMMISSION: Lonnie Roberts stated he be asking for public comments, but he turning it over to City Planner.

STAFF: Derrel Smith stated this does meet all the requirements of the rezoning amendment and master land use plan and we would recommend approval with the following requirements.

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the Current Stormwater Drainage Design Manual Flood Plain Regulations and Traffic Access Management Policy regarding any new development.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.

COMMISSION: Lonnie Roberts ask for Public Comments on this Rezoning Request

PUBLIC: No more comments.

COMMISSION: Lonnie Roberts asked for commissioners comments.

COMMISSION ACTION:

Mr. Jimmy Cooper made a motion to approve Case: RZ: 21-04, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the Current Stormwater Drainage Design Manual Flood Plain Regulations and Traffic Access Management Policy regarding any new development.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.

The MAPC find to rezone property “R-1” Single Family Residential District to “I-1” Limited Industrial District for 12 +/- acres of land. Motion was seconded by Mr. Paul Ford.

Roll Call Vote: 8 - 0, Aye’s: Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Dennis Zolper; Mary Margaret Jackson; Paul Ford; David Handwork

Nay’s: 0

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 21-04 a request to rezone property from “R-1” Single Family Residential District to “I-1” Limited Industrial District; the following conditions are recommended:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual Flood Plain Regulations and Traffic Access Management Policy regarding any new development.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.

Respectfully Submitted for City Council Consideration,
The Planning and Zoning Department

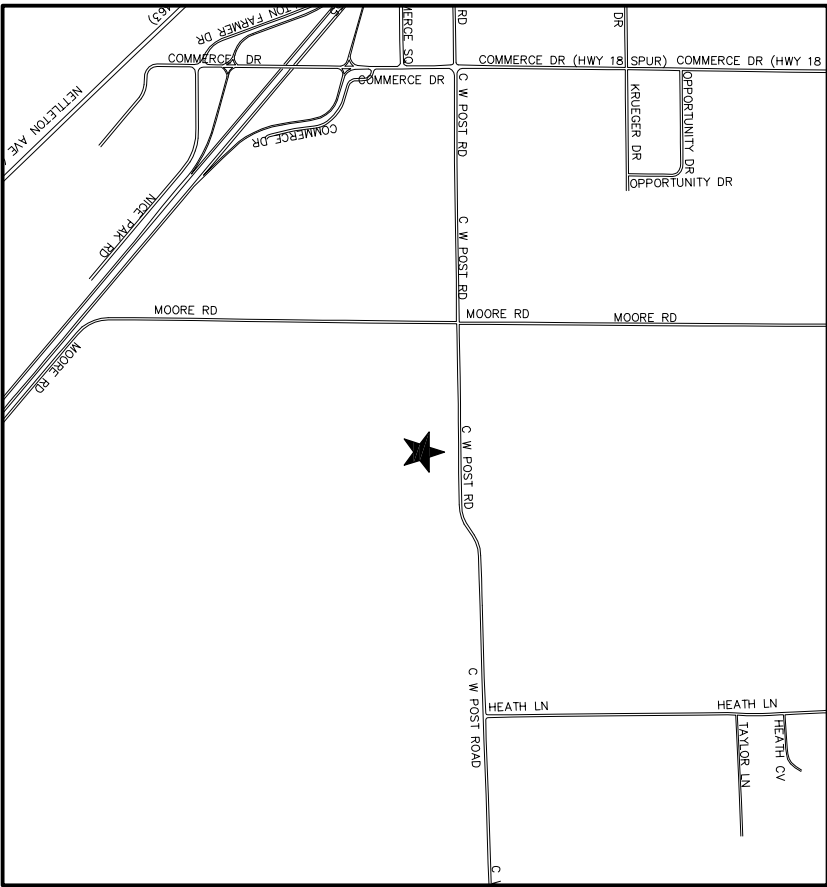
Sample Motion:

I move that we place Case: RZ 21-04 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single Family Residential District to “I-1” Limited Industrial District will be compatible and suitable with the zoning, uses, and character of the surrounding area.









VICINITY MAP
Scale: 1"=2000 ft.

PARCEL NO.: 01-144254-00101
I-2 ZONING
UN-PLATTED

PARCEL NO.: 01-144254-00600
AG-1 ZONING
UN-PLATTED

50' C/L C.W. POST RD.

PARCEL NO.:
01-144361-00700
R-1 ZONING
UN-PLATTED

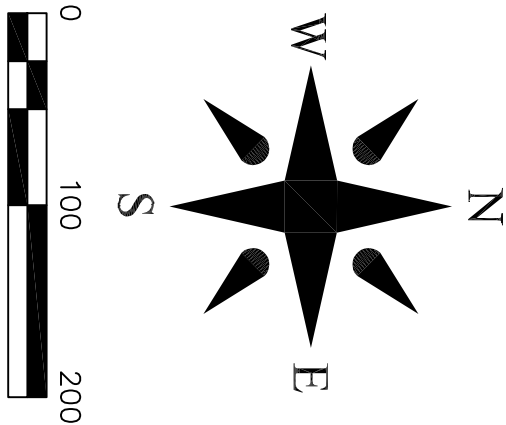
PARCEL NO.: 01-144361-00600
EXISTING R-1 ZONING
REQUESTED ZONING

PARCEL NO.:
01-144361-00200
R-1 ZONING
UN-PLATTED

PARCEL NO.:
01-144361-00801
R-1 ZONING
UN-PLATTED

PARCEL NO.: 01-144361-00100
I-1 ZONING UN-PLATTED

PARCEL NO.: 01-144364-00200
I-1 ZONING UN-PLATTED



EXISTING R-1 ZONING REQUESTED I-1 ZONING

LEGAL DESCRIPTION:

WARRANTY DEED (2020R-013412):

TRACT 1:
The West 396 feet of the East 1584 feet of the North Half of the Northeast Quarter of Section 36, Township 14 North, Range 4 East, containing 12 acres, more or less, LESS AND EXCEPT that part conveyed to the City of Jonesboro as shown in Deed Record 361 page 184 at Jonesboro, Arkansas.

LESS AND EXCEPT WARRANTY DEED (bk 361, pg 184)
Part of the North Half of the Northeast Quarter of Section 36, Township 14 North, Range 4 East, being more particularly described as follows: Begin at the Northwest Corner of the Northeast Quarter of aforesaid Section 36; thence South 0 degrees 05 minutes 48 seconds East on the quarter section line 74.02 feet; thence North 88 degrees 36 minutes 57 seconds East 1003.64 feet; thence South 0 degrees 07 minutes 12 seconds West 1244.65 feet to the centerline of an existing ditch; thence North 88 degrees 54 minutes 11 seconds East along said centerline 1517.93 feet to the centerline of Moore's Ditch; thence North 0 degrees 09 minutes 49 seconds East along said centerline 55.02 feet; thence South 88 degrees 54 minutes 11 seconds West 1447.95 feet; thence North 0 degrees 07 minutes 12 seconds East 1264.07 feet to the Section line; thence South 88 degrees 36 minutes 57 seconds West on the Section line 1073.95 feet to the point of beginning.

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

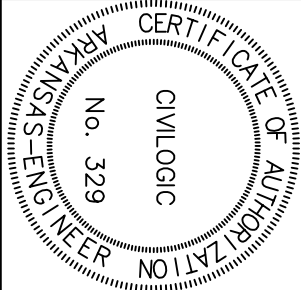
NOTES:

- 1) The research completed for this survey includes:
Warranty Deeds: Bk 361, pg 184 and 2020R-013412
- 2) Owner: John C. Stuckey
- 5) Flood Plain: This tract does lie within the 100-yr Flood Plain per Flood Insurance rate map of Craighead Co., AR, and incorporated areas, Community Panel No. 05031C0151 C, dated 09-27-91.
- 6) Current Zoning: R-1 (25' front & rear setback; 7.5' side setback)
Requested I-1 Zoning: 25' front setback; 10' side setback; 20' rear setback)

ENGINEERS	PLANNERS	SURVEYORS
203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net		

Drawn By: RE		Checked by: GH	
Date 02-19-21	Scale 1"=100'	Job No. 121007	Sheet No.
Section 36	Township 14N	Range 04E	County CRAIGHEAD
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES			
© 2021, Civilogic			

REZONING PLAT
PT. N ½, NE ¼, SEC. 36-T14N-R04E
C. W. POST ROAD
FOR
JOHN STUCKEY



JOB NO.: 121007
SHEET NUMBER
1 of 1

Application
for a
Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received:

2/22/21

Case Number:

2221-04

LOCATION:

Site Address: CW Post Road (Property not platted – no address assigned)
Site is approximately 1,250 feet east of Moore Road

Side of Street: South side of CW Post Road

Quarter: Part of the Northwest Quarter of the Northeast Quarter and a part of the
Northeast Quarter of the Northeast Quarter of Section 36, Township 14
North, Range 4 East

Attach a survey plat and legal description of the property proposed for rezoning. A
registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 **Proposed Zoning:** I-1

Size of site (square feet and acres): 522,720 S.F. – 12.0 Acres

Street Frontage (feet): +/- 400 feet along CW Post Road

Existing Use of the Site: Agricultural (row crops)

Character and adequacy of adjoining streets: CW Post Road is a two-lane road
which has been classified by the Master Street Plan as a Minor Arterial. The Master
Street Plan will be followed for the future development if this rezoning request is granted,
and said compliance should be included in the Ordinance as a stipulation. The drawings
presented reflect the required right-of-way in accordance with the current Master Street
Plan.

Does public water serve the site? Existing 24 water, north side of CW Post Road

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? There is no sanitary sewer available near this site.

If not, how would sewer service be provided? For economic feasibility, there will be a need for a septic tank installed to serve this facility.

Use of adjoining properties: **North:** Commercial / Industrial (R-1) Craighead County Road maintenance facility
Northeast: Three single family homes within the AG-1 classification
South: All I-1, vacant and undeveloped.
East: Residential (R-1) – vacant / agricultural
West: Residential (R-1) – Two existing homes

Physical Characteristics of the site:

There is little slope to the land, and it drains generally west to east. The site has been and is currently being used as agricultural for row crops. Currently there are no structures on the site.

Characteristics of the neighborhood:

This site is surrounded by a sparse residential uses, some agricultural land, and a variety of industrial and commercial uses.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Areas Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to the application answering each of the following questions in detail:*

(1) How was the property zoned when the current owner purchased it?

The property was zoned R-1 at the time of acquisition.

(2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?

The purpose of the rezoning is to try to accommodate the needs of the prospective tenant. A proposed site layout has been presented which will provide the tenant with a facility that will fulfill their needs, and allow for future expansion for that tenant, or other tenants as the market will dictate.

(3) If rezoned, how would the property be developed and used?

If rezoned, the applicant / owner / developer plans to develop the site in accordance with the standards and specifications of the I-1 Zoning Classification and the standards and specifications of the City of Jonesboro, as well as the tenant's needs. This is not intended to be an "LUO". The tenant will need both some office space as well as some warehouse space. One potential layout has been included to illustrate the potential development.

(4) What would be the density of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

The potential layout has been included to illustrate the potential development.

(5) Is the proposed rezoning consistent with the *Jonesboro Land Use Plan*?

The *Jonesboro Land Use Plan* indicates this area as Industrial Development, which is compliant with many of the existing uses in the general area.

(6) How would the proposed rezoning be the public interest and benefit the community?

With the proper planning of access, this parcel could be used to expand an existing commercial / industrial concern, thereby providing employment opportunities in our community during and after the development and construction.

(7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

This request is completely compatible with the development in, and the character of the surrounding area.

(8) Are there substantial reasons why the property cannot be used in accordance with the existing zoning?

The desired office and warehouse space is not permitted in the R-1 zoning classification.

(9) How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

This proposed zoning classification should have no detrimental impact on any of the following aspects of the immediate area.

A) Property Values

B) Traffic

The prospective tenant anticipates approximately 30 to 40 passenger-size vehicles, and approximately 15 large trucks per day, which does not seem to be an adequate volume to warrant a traffic study.

C) Drainage

D) Visual Appearance

E) Odor

F) Noise

G) Light

H) Vibration

J) Hours

K) Restrictions

(10) How long has the property remained vacant?

The property was vacant at the time of acquisition. To our knowledge, no development has taken place on this site.

(11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

A change in the zoning from R-1 to I-1 should have no detrimental impact on any of the following aspects.

- A) Utilities
- B) Streets
- C) Drainage
- D) Parks
- E) Open Space
- F) Fire
- G) Police
- H) Emergency Medical Services

(12) If the rezoning is approved, when would development or redevelopment begin?

The current plan calls for development to begin as soon as plans could be prepared that are in accordance with the appropriate standards and specifications.

(13) How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposed rezoning has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with the neighbors may result in delay in hearing the application.*

The neighbors have been contacted via USPS. Due to current COVID-19 protocols, no meeting has been arranged, but the client's legal counsel has offered to visit in person or by phone if anyone chooses to voice their concerns.

(14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

This request is not for a Limited Use Overlay.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

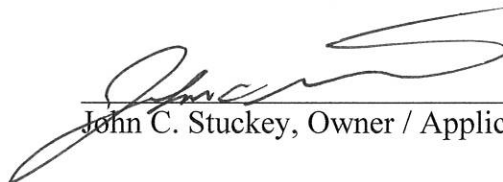
I certify that I am an owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

The owner of the property is:

John C. Stuckey
10415 Stuckey Lane
Trumann, AR 72472

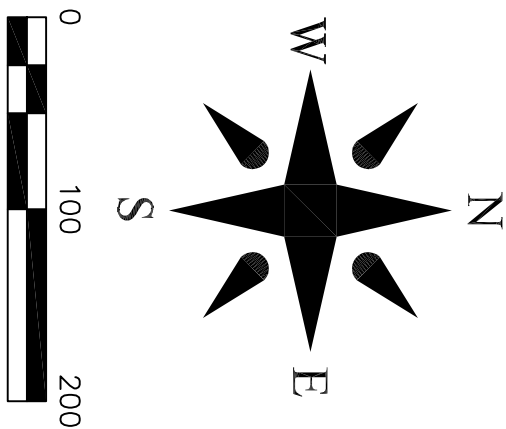
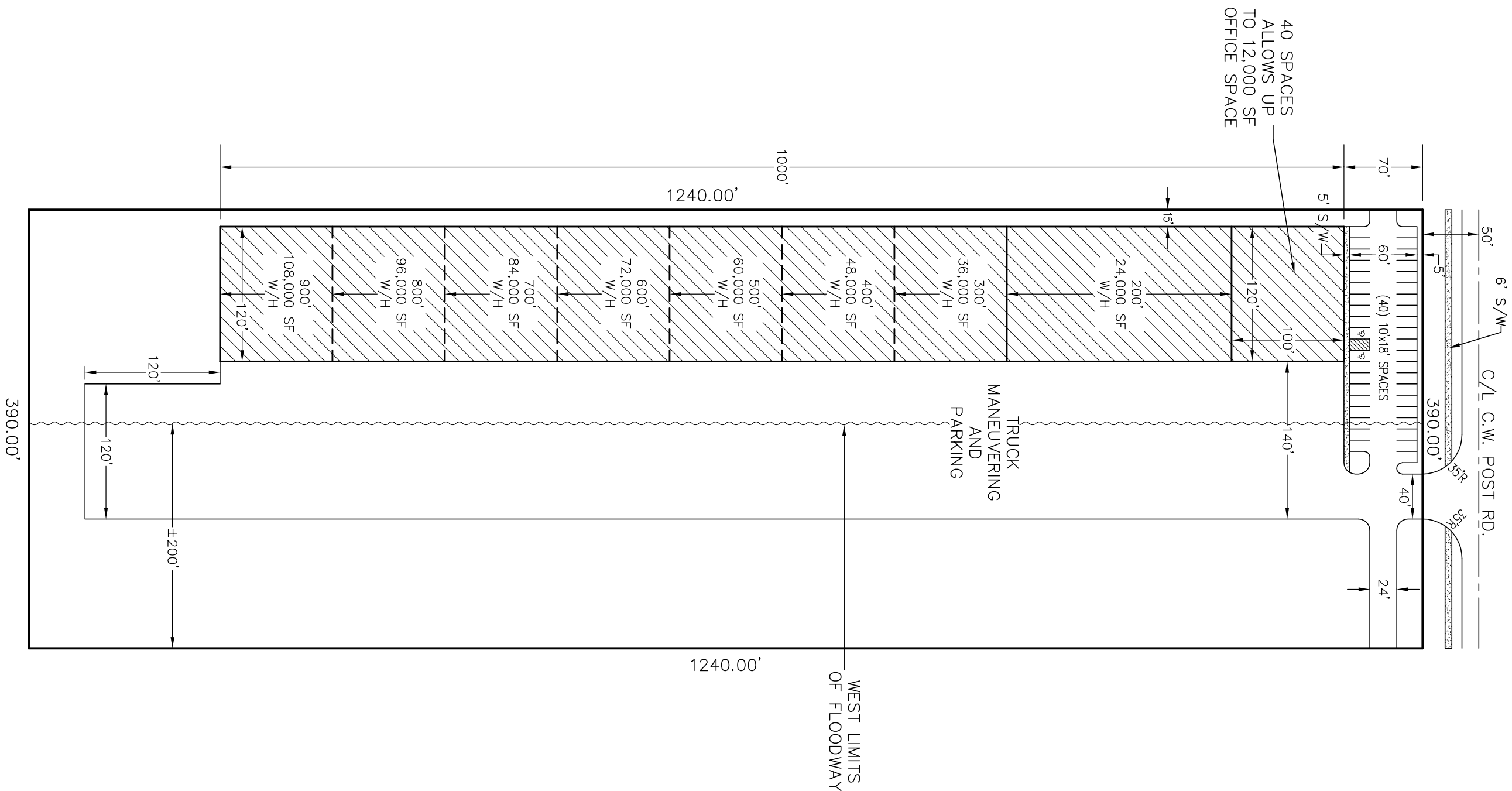





John C. Stuckey, Owner / Applicant

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied.

Incomplete applications will not be placed on the Metropolitan Areas Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.



 Reply  Reply All  Forward

Mon 3/1/2021 9:58 AM

Jennifer Morgan <jennifer.morgan@nettletonschoools.net>

Re: Rezoning for CW POST ROAD AND EAST OF MOORE ROAD

To: Ronald Cooper; Tracy McGaha

After reviewing the request for rezoning for CW Post Rd and East of Moore Rd, Nettleton School District is in agreement of this request.

On Mon, Mar 1, 2021 at 9:54 AM Ronald Cooper <ron.cooper@nettletonschoools.net> wrote:

----- Forwarded message -----

From: Karen Curtner <karen.curtner@nettletonschoools.net>

Date: Thu, Feb 25, 2021 at 8:39 PM

Subject: Fwd: Rezoning for CW POST ROAD AND EAST OF MOORE ROAD

To: Ron Cooper <ron.cooper@nettletonschoools.net>

No issues with this rezoning
Ron

Begin forwarded message:

From: Tracy McGaha <TMcGaha@jonesboro.org>

Subject: Rezoning for CW POST ROAD AND EAST OF MOORE ROAD

Date: February 25, 2021 at 12:45:27 PM CST

To: Craig Light <CLight@jonesboro.org>, Steve Tippitt <STippitt@jonesboro.org>, Rick Elliott <RElliott@jonesboro.org>, Jason Wills <JWills@jonesboro.org>, Kevin Miller <KMiller@jonesboro.org>, Michael Black <MBlack@jonesboro.org>, 'Margaret Norris' <mnnorris@jonesborocwl.org>, "Michael Morris" <MMorris@jonesboro.org>, Larry Rogers <LRogers@jonesboro.org>, "Jeff Presley" <JPresley@jonesboro.org>, Bill Campbell <BCampbell@jonesboro.org>, Tim Renshaw <TRenshaw@jonesboro.org>, Danny Kapales <DKapales@jonesboro.org>, Scott Baxter <SBaxter@jonesboro.org>, Carol Duncan <CDuncan@jonesboro.org>, 'Kim Wilbanks' <kim.wilbanks@jonesboroschoools.net>, Regina Burkett <RBurkett@jonesboro.org>, Steve Purtee <SPurtee@jonesboro.org>, "Cecelie Cochran" <CCochran@jonesboro.org>, 'Bryan Russell' <bryan.russell@valleyviewschoools.net>, "kmcdaniel@bpsbearcats.com" <kmcdaniel@bpsbearcats.com>, "sgauntt@westsideschoools.org" <sgauntt@westsideschoools.org>, "karen.curtner@nettletonschoools.net" <karen.curtner@nettletonschoools.net>, Cindy Schweitzer <CSchweitzer@jonesboro.org>, "sgauntt@westsideschoools.org" <sgauntt@westsideschoools.org>

Cc: Harold Copenhaver <HCopenhaver@jonesboro.org>, Tonya Hottel <THottel@jonesboro.org>, Derrel Smith <derrel.smith@jonesboro.org>, "Shelly Anderson" <SAnderson@jonesboro.org>, Tony Thomas <TThomas@jonesboro.org>, Brian Richardson <BRichardson@jonesboro.org>

*Good Afternoon,
This is a Rezoning that will be on the MAPC Meeting for MARCH 9TH at 5:30.*



REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesdays of each Month
Municipal Center
200 S. Church St.
Bak Flieger
CALL 870-932-0404
FOR TOWN OF CHATEAU
City of Jacksonville





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-21:017 **Version:** 1 **Name:** REZONING FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4503 SOUTHWEST DRIVE, JONESBORO, AR AS REQUESTED BY DEBRA MANGRUM AND TOM KIRKSEY

Type: Ordinance **Status:** Second Reading

File created: 4/14/2021 **In control:** City Council

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4503 SOUTHWEST DRIVE, JONESBORO, AR AS REQUESTED BY DEBRA MANGRUM AND TOM KIRKSEY

Sponsors:

Indexes:

Code sections:

Attachments: [Staff Summary - City Council](#)
[Rezoning Plat](#)
[Application](#)
[Aerial View of Location](#)
[Description](#)
[Warranty Deed](#)
[Valley View School USPS Green Card](#)
[USPS Receipts](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 4503 SOUTHWEST DRIVE, JONESBORO, AR AS REQUESTED BY DEBRA MANGRUM AND TOM KIRKSEY

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

BE IT ORDAINED by the City Council in the City of Jonesboro, Arkansas:

SECTION 1:

Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission ("MAPC") by the changes in zoning classification as follows:

FROM: R-1 Single Family Residential

TO: C-3 General Commercial District

For the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 13 NORTH, RANGE 03 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID; THENCE NORTH ON THE WEST LINE OF AFORESAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER 96.7 FEET; THENCE NORTH 88°47' EAST 135.6 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 88°47' EAST 336 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 49; THENCE NORTHEASTERLY ALONG AFORESAID RIGHT OF WAY LINE 221.4 FEET; THENCE SOUTH 88°47' WEST 410.7 FEET; THENCE SOUTH 206.5 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1.76 ACRES, MORE OR LESS.

SECTION 2:

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3:

The rezoning of this property shall adhere to the following conditions:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. The property is located in the Overlay District and will comply with those design standards
6. The current resident shall be allowed to reside on the property until such time as the property is sold, after which it may not be used as a residence.



***City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 21-05 4503 Southwest Drive
Municipal Center - 300 S. Church St.
For Consideration by the City Council on April 20, 2021***

REQUEST: To consider a rezoning of one tract of land containing 1.76 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1” Single Family Residential to “C-3” General Commercial.

APPLICANTS Debra Mangrum, 4503 Southwest Drive, Jonesboro, AR 72404
Tom Kirksey, 4503 Southwest Drive, Jonesboro, AR 72404

LOCATION: 4503 Southwest Drive, Jonesboro, AR 72404

SITE DESCRIPTION: **Tract Size:** Approx. 1.76 Acres
Street Frontage: 199.03 ft. – SW Drive, 386.12 ft.- Stillwater Drive
Topography: Slight Slope Hill toward House
Existing Development: Residential House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 Single Family Residential - C-3 General Commercial District
South	R-1 Single Family Residential
East	R-1 Single Family Residential – C-3 General Commercial District LUO
West	R-1 Single Family Residential

HISTORY: Land was Residential and House was built in the 1960’s.

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as High Intensity Growth Sector and is in the Overlay District. A wider mix of land uses is appropriate in the **High Intensity Growth Sector**. From Multi-Family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic. The proposed rezoning is consistent with the adopted Land Use Plan for the proposed zoning.

HIGH INTENSITY GROWTH SECTORS - RECOMMENDED USE TYPES INCLUDE:

- *Regional Shopping Centers*
- *Automotive Dealerships*
- *Outdoor Display Retail*
- *Fast Food Restaurants*
- *Multi-Family*
- *Service Stations*
- *Commercial and Office*
- *Call Centers*
- *Research and Development*
- *Medical*
- *Banks*
- *Big Box Commercial*
- *Hotel*

DENSITY: *Multi-Family 8 – 14 Dwelling Units Per Acre*

Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan standers that serve the development.

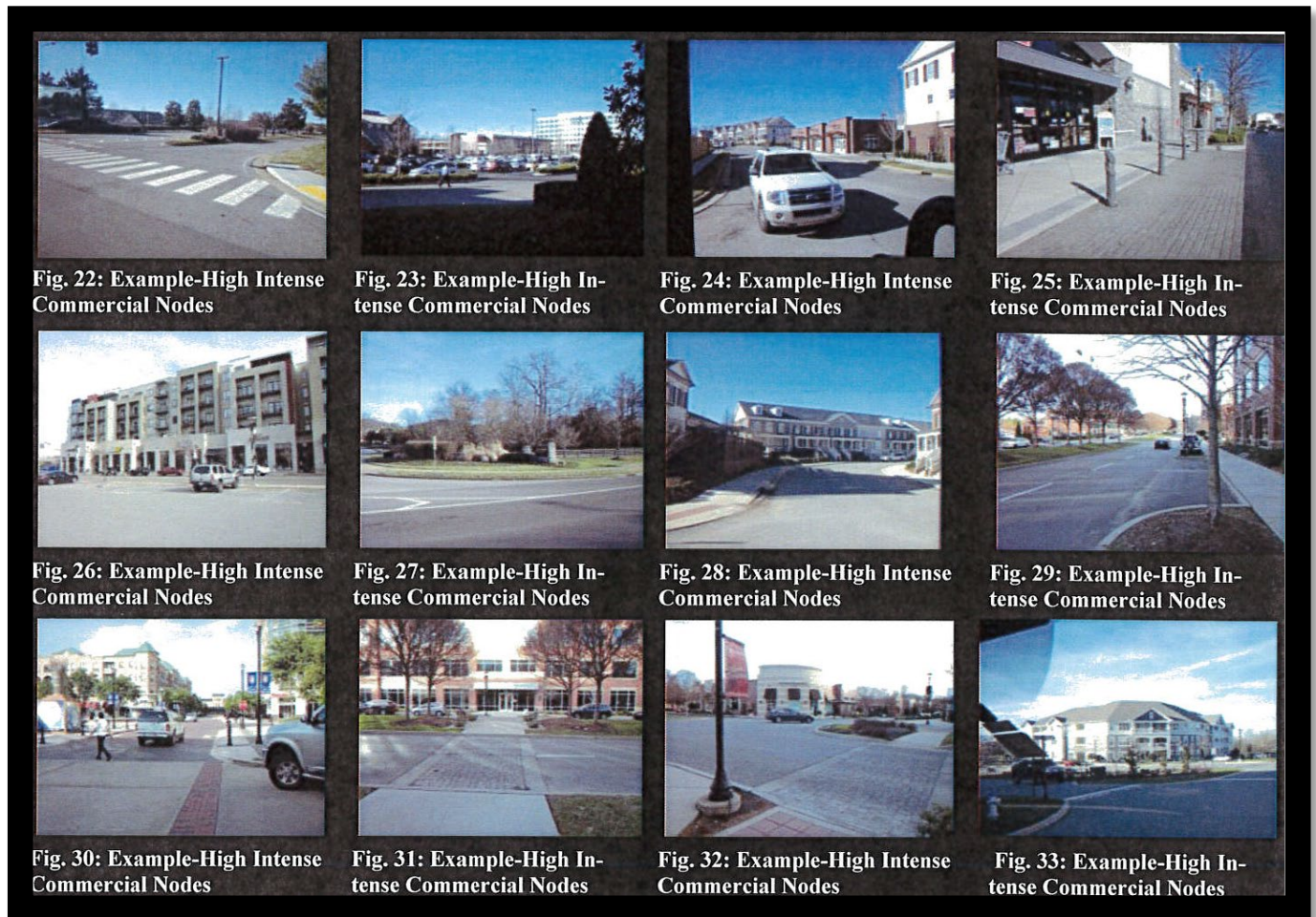
HEIGHT: *150 Feet*

TRAFFIC: *This will be located along arterial streets with high traffic volume.*

EXAMPLES:



The Sections Identified on the land use map as High Intensity consist primarily of areas where High Intensity Uses are already in place and strip development is common.



However, future strip development is discouraged, to be replaced by what the Urban Land Institute calls “pulsed nodes of development,” that are areas of mixed-use residential and commercial development interspersed with stretches of low-intensity land uses or open space as shown below.

High Intensity Commercial Nodes may contain most of the land uses listed under High Intensity, but they are to be clustered in 40-200 acre developments or combinations of developments situated within a ¼-1/3 mile radius of the intersection of arterial roadways. Use of high quality materials, good design, on-street parking, landscaping, and open spaces will be key features of developments contained in these nodes. Good connectivity for bicycle and pedestrian transportation will be featured, as well as appropriately placed bus stops.

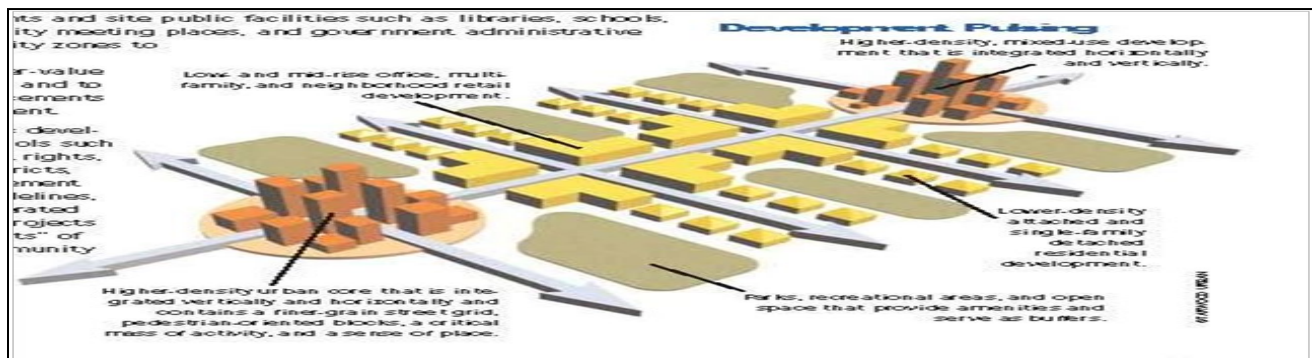
Typical Land Uses:

- *Multi-family*
- *Attached single family residential*
- *Retail*
- *Medical and Professional, Banks*
- *Commercial, Office, and Service*
- *Hotel*

Density: *6-14 units per acre for Multi-family*

Height: *150 feet*

Traffic: *This will be located along arterial streets with a high traffic.*



Definition: An Overlay District is hereby established within the city consistent with the objectives of the Land Use Plan adopted by the City. The overlay corridors are the main entryways” into the City of Jonesboro. These access points define how people perceive the City of Jonesboro when coming into our city. As the main entry points these areas should show the best of what Jonesboro has to offer. The purpose of the Overlay District is to protect and enhance the scenic quality of the City’s highways and primary corridors designated below, create design stands for developments, and provide effective land use planning and facilitate traffic flow.

Overlay areas: The following streets will be defined as overlay areas into the City of Jonesboro. These overlay areas will run along the listed streets and shall be adjacent to the streets for a distance of 300 feet from the street right-of-way. If a portion of the property falls within the boundary of the overlay area, the whole property will be held to the requirements of the overlay area.

Southwest Drive (Hwy 18/49) from West City Limits to Culberhouse Road

I-555/Hwy 63 the entire length inside the city limits of Jonesboro

West Washington from I-555 to Gee Street

Stadium Drive (Hwy 1) from city limits to I-555

Red Wolf from I-555 to Johnson

Nettleton from South city limits to Red Wolf

Johnson from North city limits to Red Wolf

Dan Avenue (Hwy 91) from Hwy 63 to Gee Street

Highland (Hwy 18) East city limits to Red Wolf

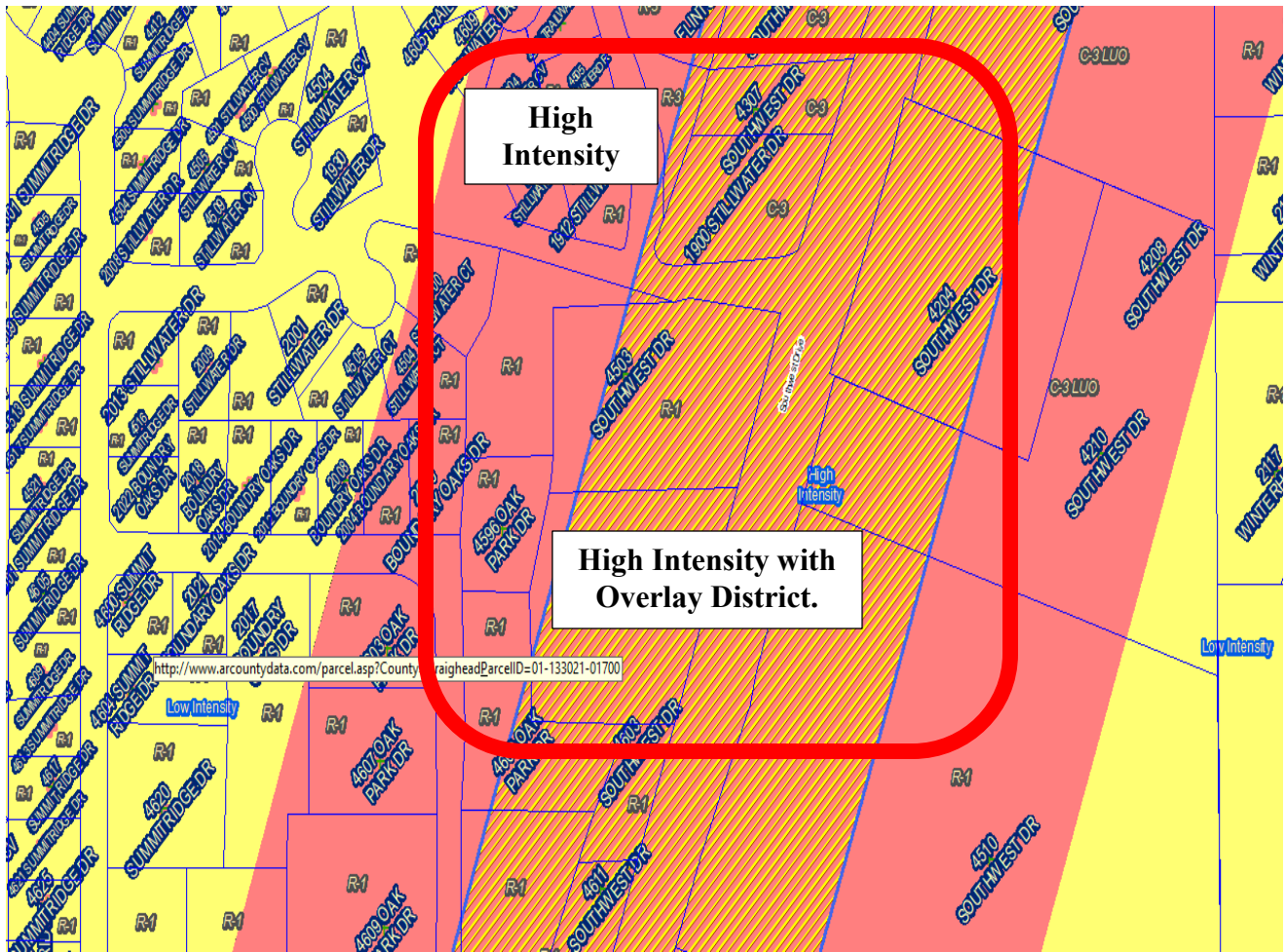
Church (Hwy 141) from North city limits to Johnson

Old Greensboro Road (Hwy 351) North city limits to Johnson (Hwy 49)

Landscape: In addition to the requirements for landscaping in the City of Jonesboro, the property inside the overlay, corridors will be required to add additional landscape. Buffers Yards: All area will be required to have front, rear, and side buffers yards. Front shall be 25' grass vegetative buffer. Side yards shall be 10' grass vegetative buffer, Rear yards shall be 10' grass vegetative buffer, and exterior side yards shall be 15' of vegetative buffer. In addition to the buffer areas, the front and exterior side yards shall have trees planted on 25-foot centers. Tree species to be planted within these corridors should be consist of plants that are native to the area.

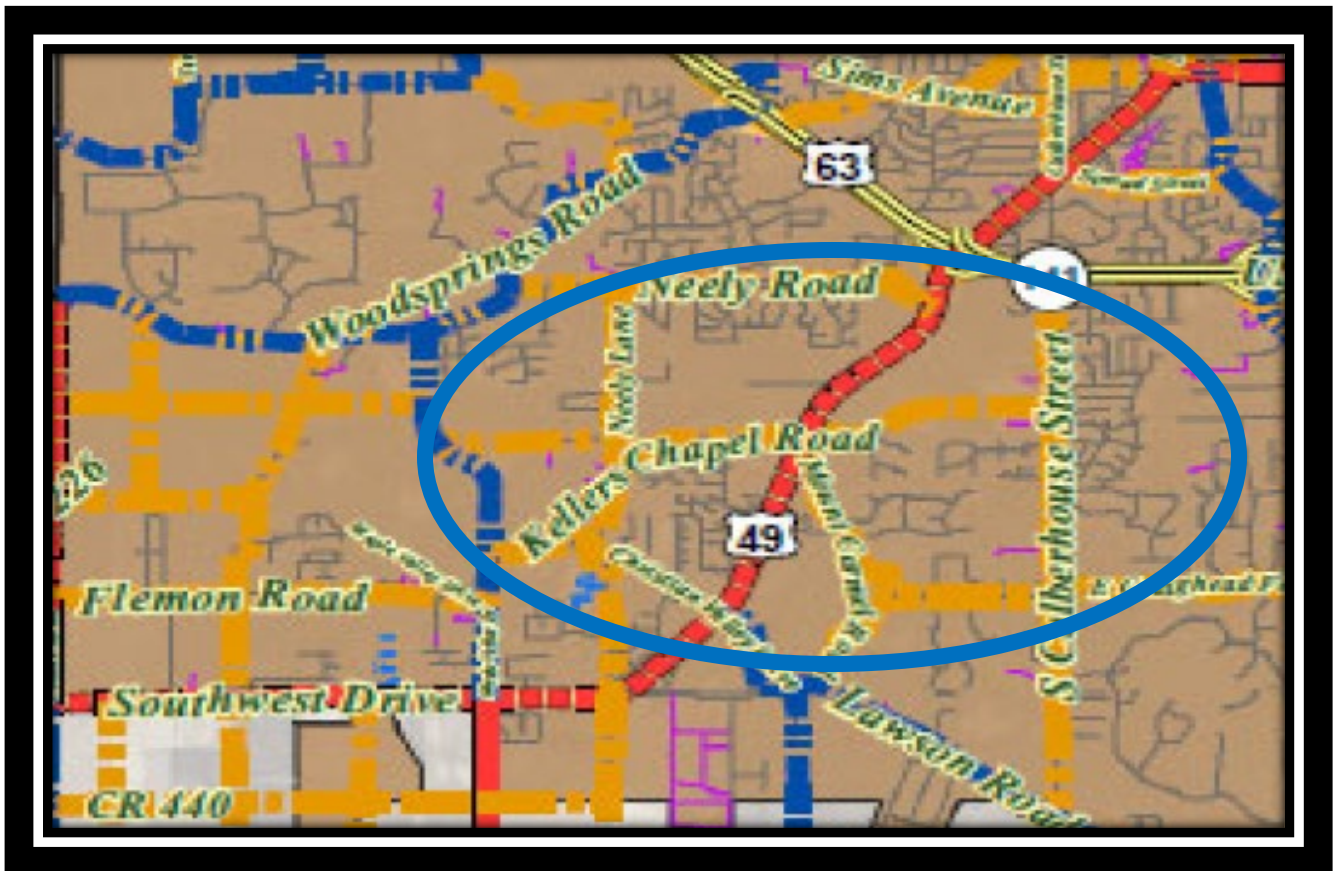
Signage: Monument signs shall be the only type of signage allowed off the buildings in the Overlay District. The monument sign shall be ground mounted and match the architectural features of the building. The maximum height of the monument shall be eight feet in height for a single tenant building, and twelve feet in height for a multi-tenant building. The advertising area of the sign cannot contain over 50 percent of the sign face as changeable copy. Changeable copy can be static or LED but cannot be flashing, rotating, or distracting to "motorists" and/or "road users". Signs shall be limited to no more than one sign per lot unless the lot width is greater than 300'. If greater than 300', the lot may be allowed an additional monument sign for every 300' of frontage.

Design Requirements: All new buildings within the Overlay District shall be required to have exterior features of at least 80% brick, wood or stone. Glass, architectural metals and stucco should only be used as accent features for the building. If parking lots are located in the fronts of the buildings, they should include landscaping islands at a ratio of one island for every ten parking spaces. All parking lot lighting within the overlay district shall be limited to full cutoff fixtures with a pole height not to exceed 18 feet. There shall be no light spillage onto adjacent property within this district.



Land Use Plan

MASTER STREET PLAN/TRANSPORTATION



Master Street Plan Map

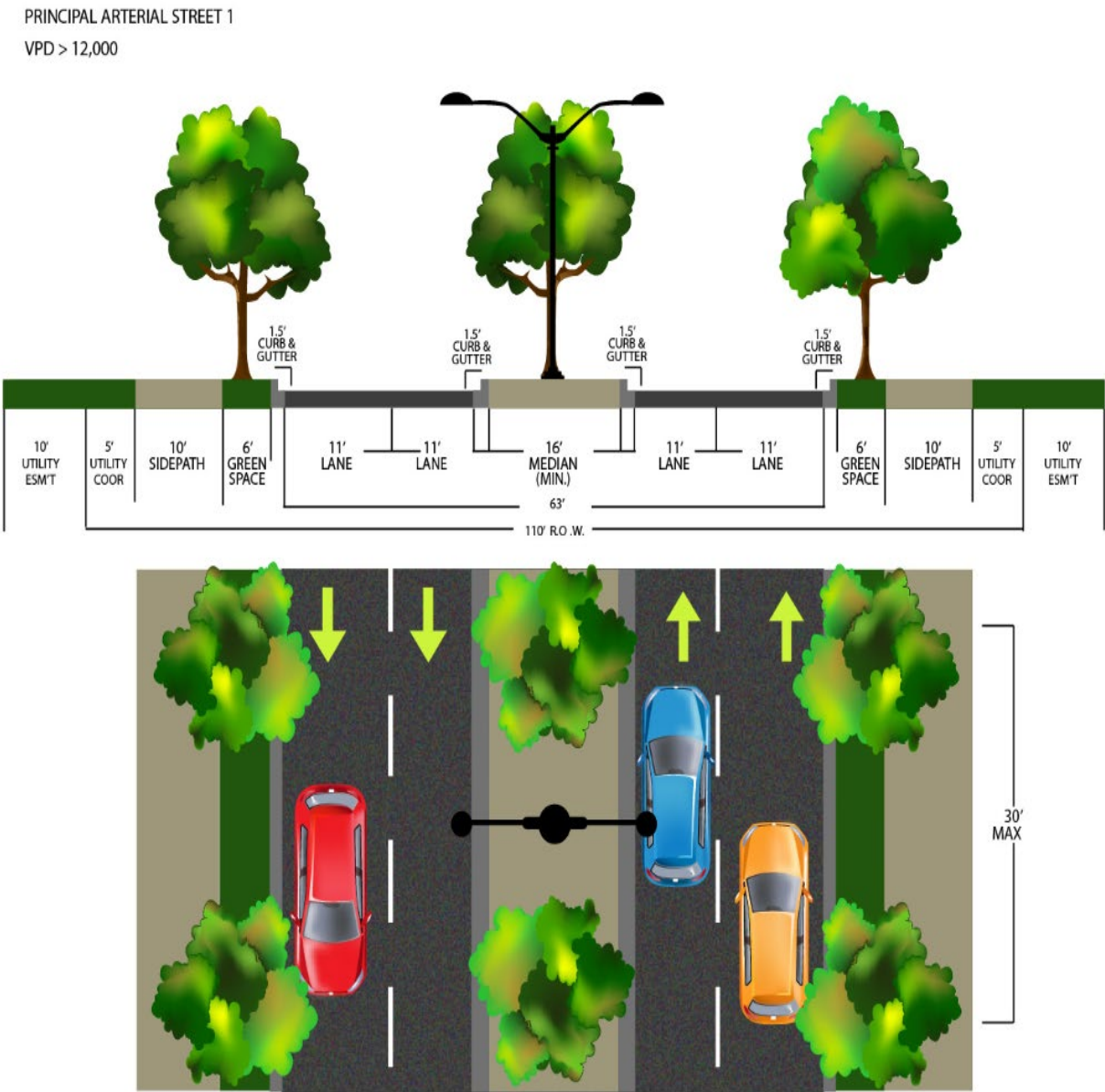
Master Street Plan/Transportation

The subject property is served by Southwest Drive and Stillwater Drive. Stadium Blvd on the Master Street Plan is classified a Principal Arterial. Principal Arterials provide both long distance connections through the urban areas and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Stillwater Drive is classified as a local Street. The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized. The standard Local Street is to be used in all cases.

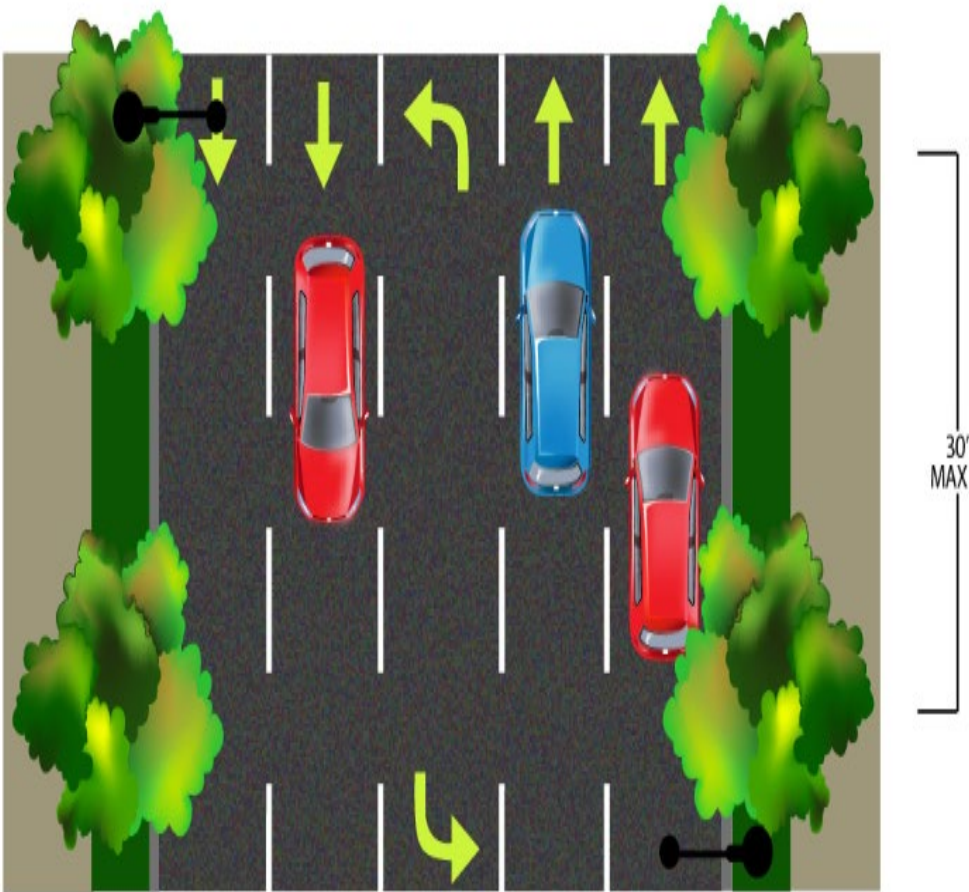
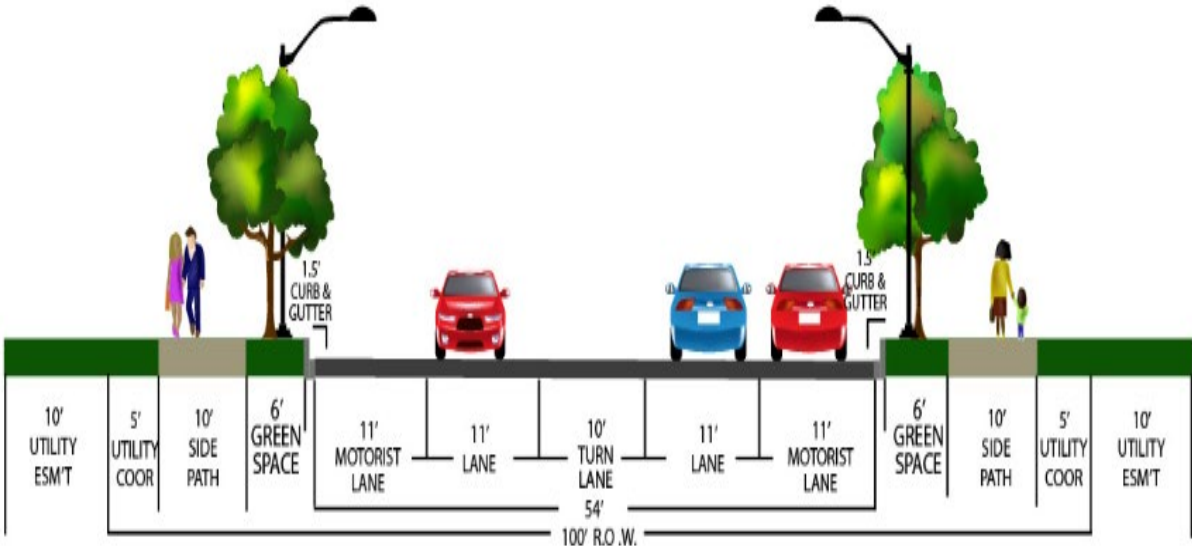
The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

DESIGN: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).

Note: Where VPD is >12,000 and speed is ≥ 35 mph principal cross section should be utilized.



PRINCIPAL ARTERIAL STREET 2
Existing Routes

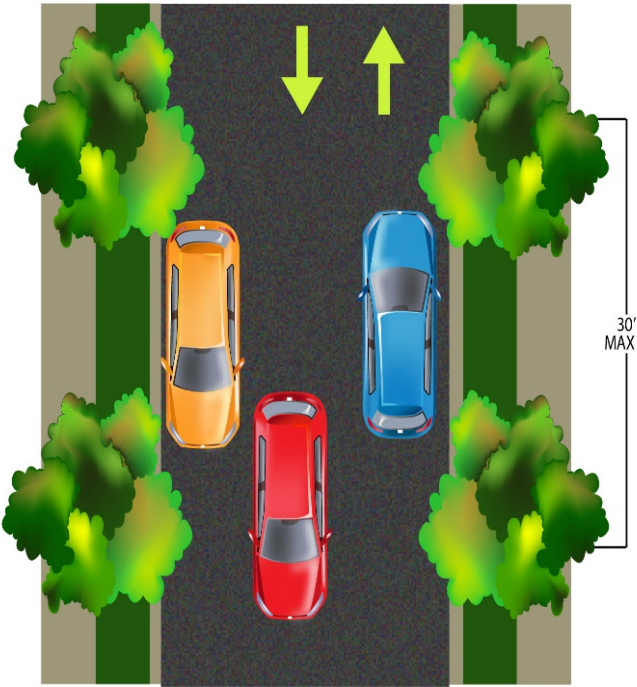
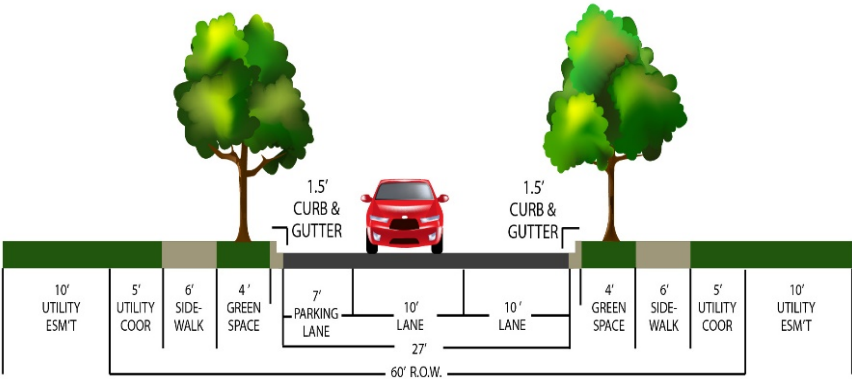


The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed-use areas.

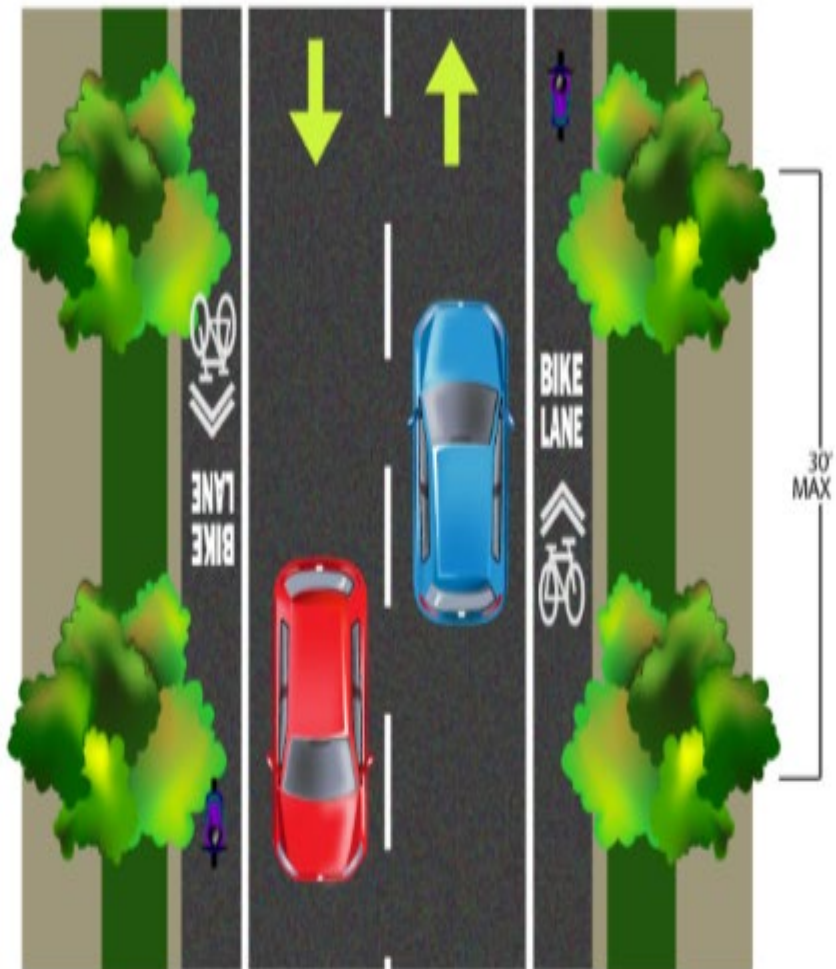
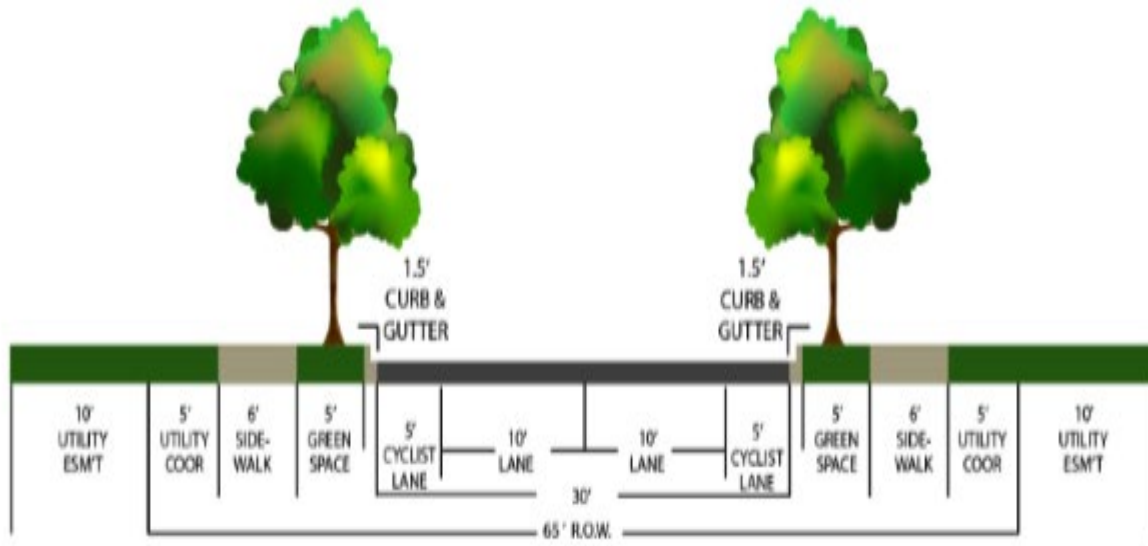
Note: Where VPD is < 3,000 or speed is < 25 mph, bikes may share the travel lanes.

LOCAL STREETS OPTION 1
VPD < 3,000



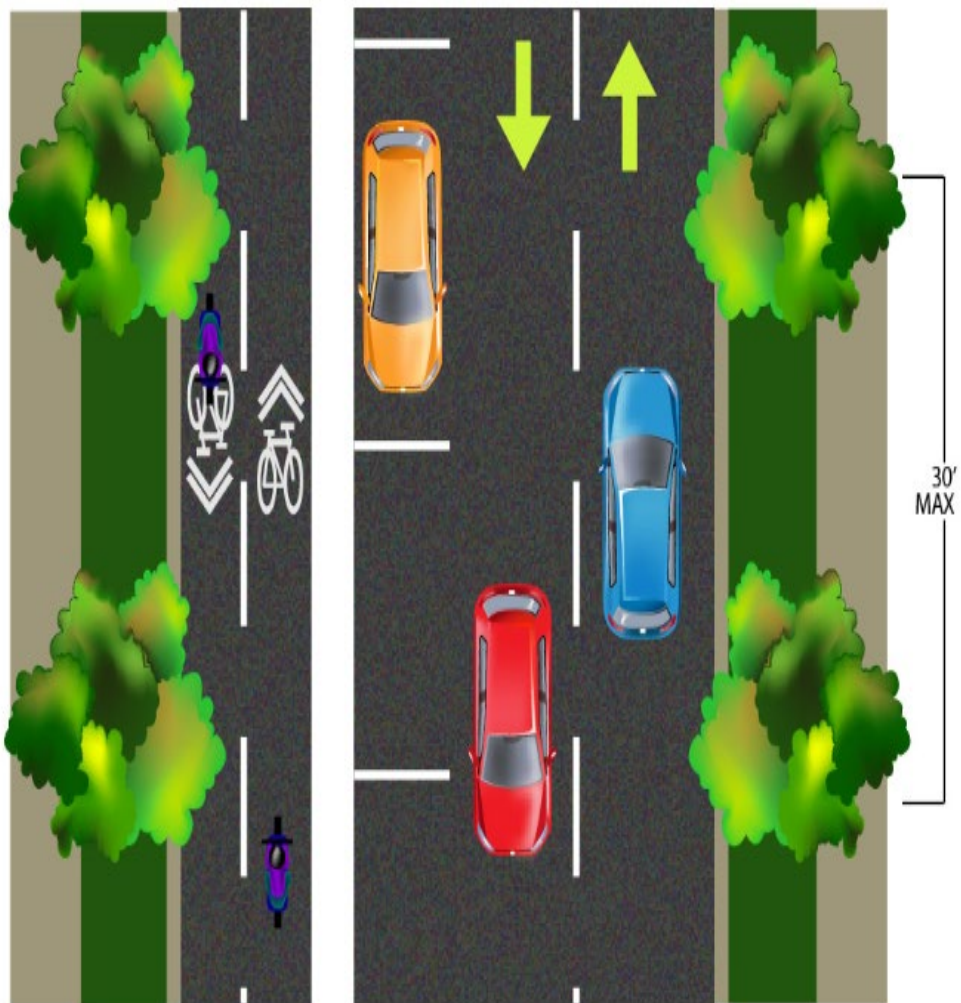
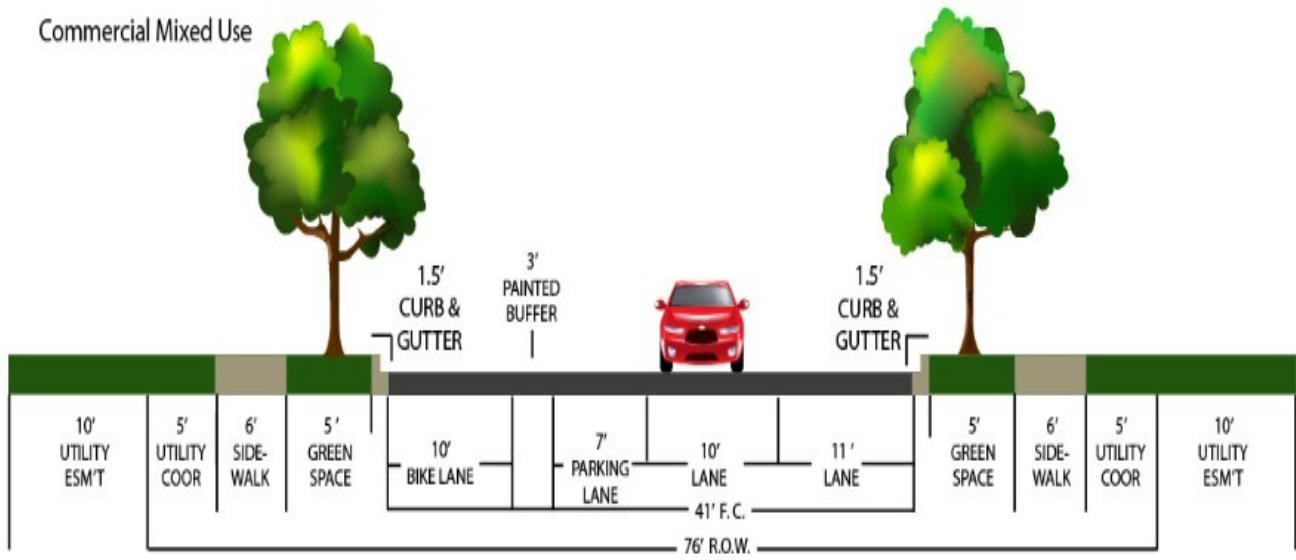
Note: Where VPD is < 3,000 and speed is < 25 mph bikes may share the travel lanes.

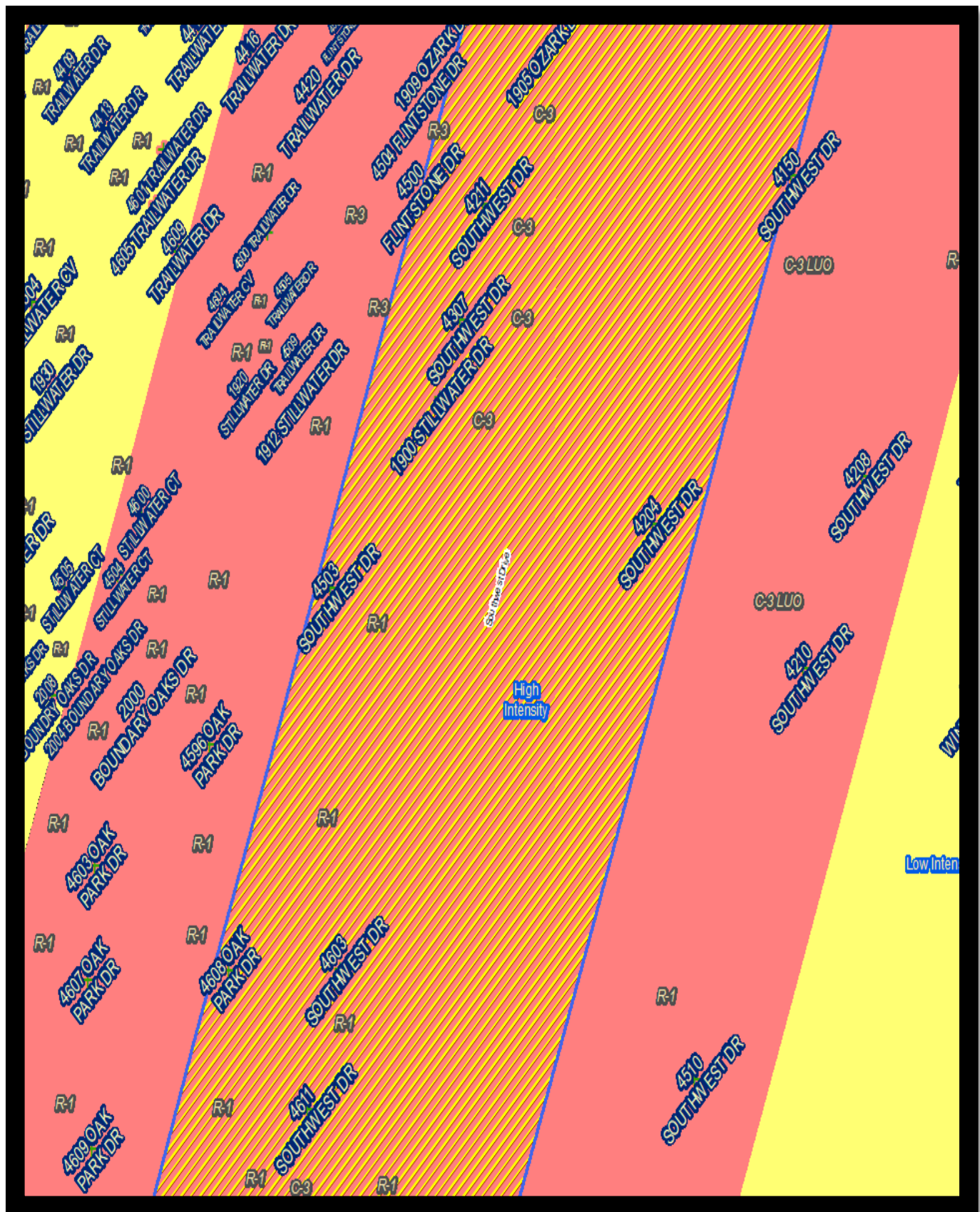
LOCAL STREETS OPTION 2



LOCAL STREETS OPTION 3







Commercial Mixed Use





Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector and lies in the Overlay District.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are C-3 General Commercial Zoning in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property will not develop as anything other than residential.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper planning is implemented. Commercial is located near and around this property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single Family Residential District. The applicant wants to rezone the property to C-3 General Commercial District. The owners feel this would be constituent with the Land Use Plan Since there is commercial property already in that area.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 General Commercial District as follows:

Definition of C-3 General Commercial District - The purpose of this district is to provide appropriate locations for commercial and retail uses, which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled Arterial Street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON APRIL 13TH, 2021

Debra Mangrum and Tom Kirksey is requesting MAPC Approval for a Rezoning from “R-1” Single Family Residential to “C-3” General Commercial District for 1.76 +/- acres of land located at 4503 Southwest Drive.

APPLICANT: Jim Gramling with Gramling Law Firm for Debra Mangrum and Tom Kirksey. This 1.76 acres on Southwest Drive is across the street from the Valley View Church of Christ, C-3 to the north and east of the property with R-1 to the west and south. All of the property that borders my client’s property is owned by Gary Ezell who my client has spoken to and he has no opposition to this request. I generally like to have neighborhood meetings anytime we are going against residential property but did not because of the Covid restrictions. I did send letters to everyone on the notice list letting them know they could set up an appointment. There are also Facebook groups my client posted to offering to meet with anyone who had questions or concerns. To date we have not had communication with anyone. Valley View Church of Christ asked what was going there, I told them we had no plans and he had no objection to it. This meets all relevant criteria and we are asking as an additional condition that the applicant, Ms. Mangrum, be allowed to live on the property until it sells. To the extent there is concern, this is in an Overlay District, so that imposes some significant requirements. Buffering, signage, additional landscaping, and even the quality of the building has to be 80% brick, stone, or wood. Whatever goes there will have to conform to the Overlay District requirements, which should alleviate some concerns of an eye sore or nuisance going in on the property.

COMMISSION: Lonnie Roberts stated he be asking for public comments, but he turning it over to City Planner.

STAFF: Ryan Robeson stated this does meet all the requirements of the rezoning amendment and master land use plan and we would recommend approval with the following requirements.

- 1. The proposed site shall satisfy all requirements of the City Engineer, all the requirements of the current storm water drainage design manual and flood plain requirements regarding any new development.**
- 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department prior to any re-development of the property.**
- 3. Any change of use shall be subject to Planning Department approval in the future.**
- 4. The final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosures, sidewalks, etc. shall be submitted to the Planning Department prior to any re-development of the property.**
- 5. This property is located in the Overlay District and must comply with those design standards.**

COMMISSION: Lonnie Roberts ask for Public Comments on this Rezoning Request.

PUBLIC: Latasha stated I live right behind the property, unsure what this type of meeting approves.

COMMISSION: Lonnie Roberts stated this would go to City Council and be heard 3 times at the City Council Meeting. We are a recommending body; we do not actually approve it.

PUBLIC: Latasha asked what do us as a neighborhood need to do to figure out what is going there.

STAFF: Carol Duncan stated legally we are not allowed to ask them specifically what is going to be placed there. The developer could voluntarily tell you if he knew but we can't require them to tell that, so you have to assume that anything that is allowed under the designation that is being rezoned to, which is C-3 General Commercial, would be allowed to go there.

PUBLIC: Latasha asked as for any neighbors surrounding that property, what we need to do if we want to contest it.

STAFF: Carol Duncan stated I would personally recommend if you have certain things that you would like to not see there, that you talk to Mr. Gramling that is what he usually does in a neighborhood meeting. You are telling them here now that you are speaking against it, but you and neighbors should be at the first reading at City Council if it is approved from this body.

PUBLIC: No one called in on the phone and no more public comments.

COMMISSION: Lonnie Roberts asked for commissioners comments.

COMMISSION ACTION:

Mr. Jim Little made a motion to approve Case: RZ: 21-05, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. The proposed site shall satisfy all requirements of the City Engineer, all the requirements of the current storm water drainage design manual and flood plain requirements regarding any new development.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department prior to any re-development of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosures, sidewalks, etc. shall be submitted to the Planning Department prior to any re-development of the property.
5. This property is located in the Overlay District and must comply with those design standards.

6. The Owner will be allowed to occupy the residence until the property is sold.

The MAPC find to rezone property “R-1” Single Family Residential District to “C-3” General Commercial District for 1.76 +/- acres of land. Motion was seconded by Mr. David Handwork.

Roll Call Vote: 8 - 0, Aye’s: Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Mary Margaret Jackson; David Handwork

Nay’s: 0

Absent: Paul Ford and Dennis Zolper

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 21-05 a request to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District; the following conditions are recommended:

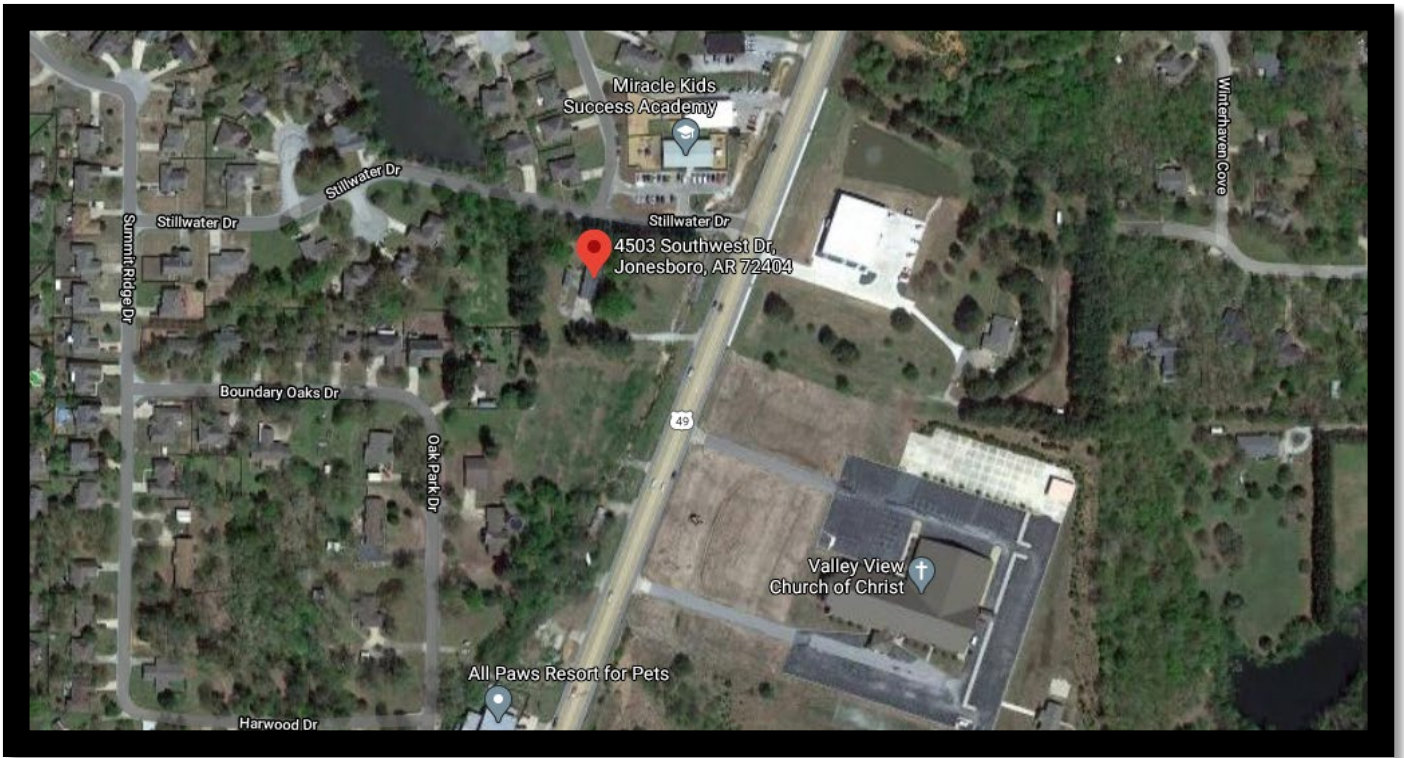
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. The property is located in the Overlay District and will comply those design standards.
6. The Owner will be allowed to occupy the residence until the property is sold.

Respectfully Submitted for City Council Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 21-05 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single Family Residential District to “C-3” General Commercial District will be compatible and suitable with the zoning, uses, and character of the surrounding area.



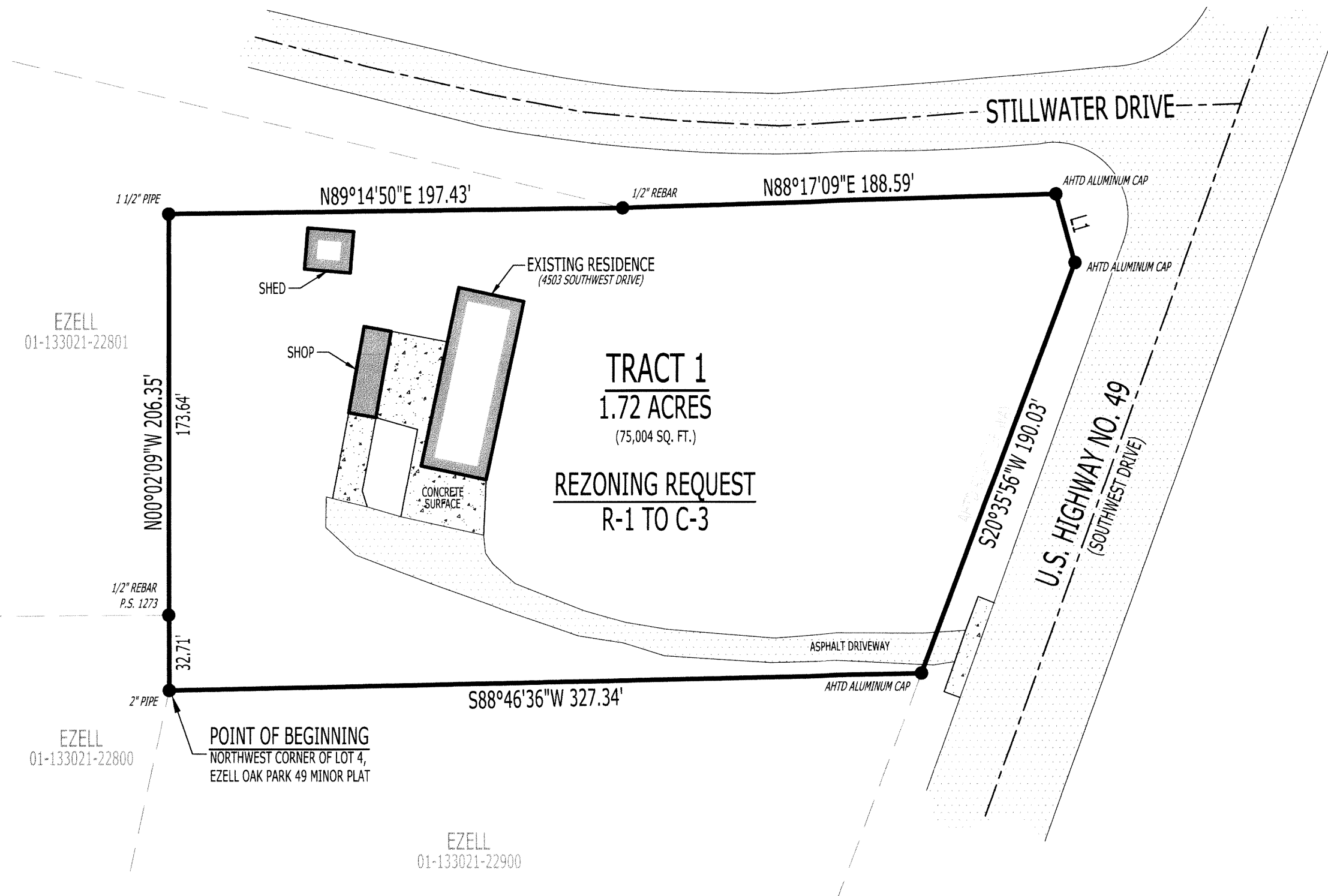












SURVEYOR'S NOTES:

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
- CRAIGHEAD COUNTY PARCEL NO. 01-133021-01100.
- THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - EZELL OAK PARK 49 MINOR PLAT, BY GEORGE M. HAMMAN, P.S. 1273, RECORDED IN BOOK C, PAGE 179, DATED AUGUST 03, 2006.
 - MULLEN'S PLAT, BY GEORGE M. HAMMAN, P.S. 1273, RECORDED IN BOOK C, PAGE 187, DATED JULY 19, 2007.
 - ARDOT RIGHT-OF-WAY PLANS, JOB #100454.
 - WARRANTY DEED, KIRKSEY TO KIRSEY, RECORDED IN BOOK 169, PAGE 60, DATED MAY 09, 1967.
 - WARRANTY DEED, KIRKSEY TO ARKANSAS STATE HIGHWAY COMMISSION, RECORDED IN BOOK 614, PAGE 91, DATED OCTOBER 05, 2001.
- SUBJECT PROPERTY IS ZONED:
R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT.
- R-1 ZONING REQUIREMENTS:
STREET SETBACK - 25'
REAR SETBACK - 25'
SIDE SETBACK - 7.5'
MAXIMUM LOT COVERAGE - 35%
MAXIMUM BUILDING HEIGHT - 35'
- PROPOSED ZONING:
C-3, GENERAL COMMERCIAL DISTRICT.

UTILITY PROVIDERS:

ELECTRIC, WATER & SEWER:

CITY WATER & LIGHT
400 EAST MONROE
JONESBORO, AR 72401
(870)-935-5581

NATURAL GAS:

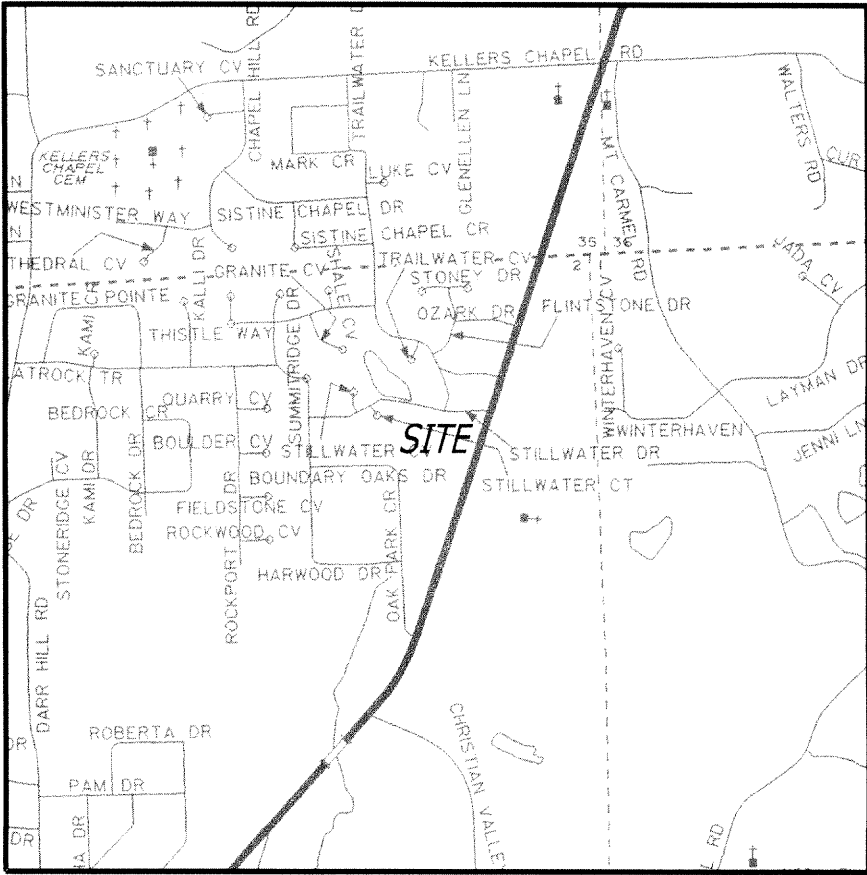
CENTERPOINT ENERGY
3013 OLD FEED HOUSE ROAD
JONESBORO, AR 72404
(870)-972-6682

TELECOMMUNICATIONS:

AT&T ARKANSAS
723 SOUTH CHURCH
JONESBORO, AR 72401
1-800-464-7928

SUDDENLINK COMMUNICATIONS
1520 SOUTH CARAWAY ROAD
JONESBORO, AR 72401
(870)-935-3615

RITTER COMMUNICATIONS
2400 RITTER DRIVE
(870)-336-3434



VICINITY MAP
(N.T.S)

LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	S15°39'21"E	30.86'

LEGEND:

- FOUND MONUMENT (AS NOTED)

LEGAL DESCRIPTION:

TRACT 1:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 13 NORTH, RANGE 03 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, EZELL OAK PARK 49 MINOR PLAT TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°02'09" WEST, 206.35 FEET; THENCE NORTH 89°14'50" EAST, 197.43 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STILLWATER DRIVE; THENCE NORTH 88°17'09" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 188.59 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 49; THENCE SOUTH 15°39'21" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 30.86 FEET; THENCE SOUTH 20°35'56" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 190.03 FEET; THENCE SOUTH 88°46'36" WEST, 327.34 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1.72 ACRES (75,004 SQUARE FEET), MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I, JASON D. BEARD, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

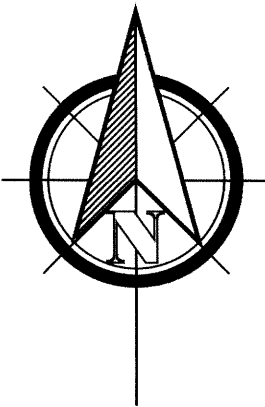
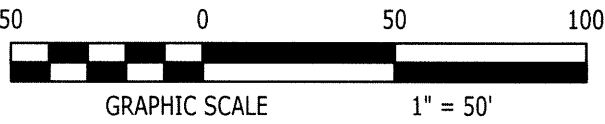
OWNERS CERTIFICATION:

I, HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND I HEREBY REQUEST A REZONING FROM:
(R-1) SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO (C-3) GENERAL COMMERCIAL DISTRICT

SIGNED THIS 8 DAY OF March, 2021.

SIGNATURE: Debra Mangrum

SIGNATURE: Thomas Kirby



BEARINGS BASED ON ARKANSAS STATE
PLANE GRID NORTH ZONE (0301)

REZONING PLAT
CLIENT: MANGRUM
PART OF THE EAST HALF OF THE NORTHEAST
QUARTER OF SECTION 02, TOWNSHIP 13 NORTH,
RANGE 03 EAST, JONESBORO,
CRAIGHEAD COUNTY, ARKANSAS

RIDGE SURVEYING
& CONSULTING PLLC

311 S. Church St., Suite H
Jonesboro, AR 72401

870-203-9940
www.ridgesurveying.net

DRAWING INFO		REVISIONS	
DATE	BY	DATE	DESCRIPTION
02/27/2021			
SCALE	1" = 50'		
JOB NO.	21137		



RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946



JASON D. BEARD - SURVEYOR
ARKANSAS - P.S. 1691



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 3/19/21
Case Number: R2 21-05

LOCATION: Site Address: 4503 Southwest Drive, Jonesboro, AR 72404
Side of Street: between and
Quarter: Northeast Section: 2 Township: 13 North Range: 3 East
Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: Residential Proposed Zoning: Commercial
R-1 C-3

Size of site (square feet and acres): 1.76 acres 766,656 Sq. Ft. Street frontage (feet):

Existing Use of the Site: Residential

Character and adequacy of adjoining streets: Surrounding streets are in good shape.

Does public water serve the site? Yes, Jonesboro City Water and Light

Does public sanitary sewer serve the site? Not currently. The house has septic tank.

If not, how would sewer service be provided? Jonesboro City Water and Light sewer lines run right in front of the property.

Use of adjoining properties: North: Day Care (Property owned by Carroll Caldwell)
South: Vacant (Property owned by GLE Properties)
East: Fire Protection of Arkansas and Valley View Church of Christ
West: Vacant (Property owned by GLE Properties)

Physical characteristics of the site: Currently has a brick house sitting on the property, grassy areas with a few trees and drainage ditch.

Characteristics of the neighborhood: The areas in front, back, left side, and right side are all zoned commercial. The areas to the back and left right are currently vacant.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1) How was the property zoned when the current owner purchased it?

When the property was purchased it was not inside the Jonesboro city limits. It was purchased in the 1960's to build a house on. A house was built and it is still currently there.

- (2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?

We want to rezone the property because most all of the surrounding property is already zoned commercial. This would be the best use of the property.

- (3) If rezoned, how would the property be developed and used?

If rezoned, we would hope that the property would be used by a business for commercial use.

- (4) What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

Unknown.

- (5) Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?

We feel that the rezoning would be constituent with the Comprehensive Plan since there is commercial property surrounding it.

- (6) How would the proposed rezoning be the public interest and benefit the community?

It would allow a business to locate on Southwest Drive, an already commercial area, and be close to other businesses.

- (7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

The proposed rezoning would be compatible with the zoning in the area because most of the property surrounding it is already commercial.

- (8) Are there substantial reasons why the property cannot be used in accordance with existing zoning?

This property can not be used in accordance with existing zoning because no one wants to live in a house surrounded by commercial property.

- (9) How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

The property values would go up because commercial property is more valuable than residential property. This property sits on Highway 49 so it is already in a high traffic area and Highway 49 is already a 5 lane highway. There is already a drainage ditch across the property. The visual appearance and hours of operation would depend on the business that decides to build there. There is a day care building on one side of the property, the property on the other side is vacant but it is zoned commercial and the property across the street is a business (Fire Protection of Arkansas) and the Valley View Church of Christ. The back of the property does meet up with residential property in a housing development.

- (10) How long has the property remained vacant?

The property is not currently vacant.

- (11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

The property currently has a house on it that uses Jonesboro City Water and Light, Highway 49 runs in front of the property (5 lanes) and there is currently a drainage ditch across the front of the property. So utilities, streets and drainage are already in place. There is no park in the area nor is there much open space. The property is served by the Jonesboro Police and Fire Departments.

- (12) If the rezoning is approved, when would development or redevelopment begin?

Unknown. Development would depend on who or what business may be interested in the property.

- (13) How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.

There has not been a neighborhood meeting. However, all neighbors were notified by Certified Mail of the Metropolitan Area Planning Commission Meeting on Tuesday April 17, at 5:30pm.

- (14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Debra Mangrum

Name: Tom Kirksey

Address: 4503 Southwest Drive

Address: _____

City, State: Jonesboro, AR ZIP 72404

City, State: Jonesboro, AR ZIP- 72404

Telephone: (870) - 919-2907

Telephone: (870) 931-8737

Facsimile: _____

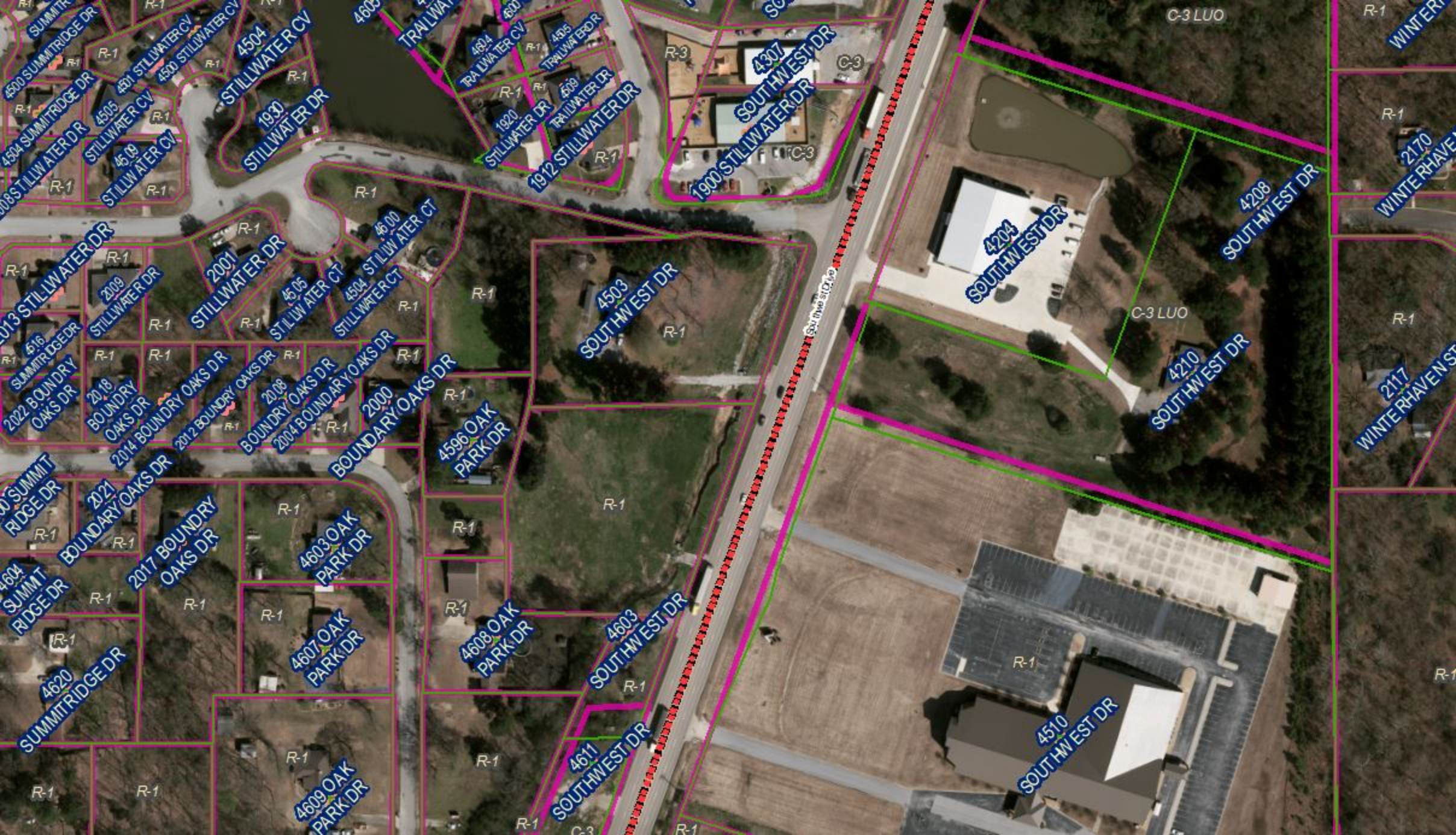
Facsimile: _____

Signature: Debra Mangrum

Signature: Tom Kirksey

Deed: Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.



4503 Southwest Drive, Jonesboro, AR 72404

A part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 13 North, Range 3 East being more particularly described as follows: Begin at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 2 aforesaid; thence North on the West line of aforesaid Northeast Quarter of the Northeast Quarter 96+.7 feet; thence North $88^{\circ} 47'$ East 135.6 feet to the point of beginning proper; thence continue North $88^{\circ} 47'$ East 336 feet to the west right of way line of State Highway #39; thence Northeasterly along aforesaid right of way line 221.4 feet; thence South $88^{\circ} 47'$ West 410.7 feet; thence South 206.5 feet to the point of beginning proper, containing 1.76 acres, more or less.

Copy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Myrtle Kirksey, a married woman owning and conveying in my own right, for and in consideration of the sum of Ten and No/100 - - - (\$10.00) DOLLARS and other good and valuable considerations to me in hand paid by Hayward L. Kirksey, and Marguerite Kirksey, his wife, as tenants by the entirety, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Hayward L. Kirksey and Marguerite Kirksey, his wife, as tenants by the entirety, and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas to-wit:

A part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 13 North, Range 3 East being more particularly described as follows: Begin at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 2 aforesaid; thence North on the West line of aforesaid Northeast Quarter of the Northeast Quarter 96.7 feet; thence North 88° 47' East 135.6 feet to the point of beginning proper; thence continue North 88° 47' East 336 feet to the West right of way line of State Highway #39; thence Northeasterly along aforesaid right of way line 221.4 feet; thence South 88° 47' West 410.7 feet; thence South 206.5 feet to the point of beginning proper, containing 1.76 acres, more or less.

To have and to hold the same unto the said Hayward L. Kirksey and Marguerite Kirksey, his wife, as tenants by the entirety and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with said Hayward L. Kirksey and Marguerite Kirksey, his wife, as tenants by the entirety that I will forever warrant and defend the title to the said lands against all claims whatever.

WITNESS my hand and seal on this 9th day of May, 1967.

Myrtle Kirksey (L.S.)
Myrtle Kirksey

ACKNOWLEDGMENT

STATE OF ARKANSAS,)
COUNTY OF CRAIGHEAD)SS.

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Myrtle Kirksey, a married woman owning and conveying in her own right, to me well known as the grantor in the foregoing Deed, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 9th day of May, 1967.

Robert M. Langford
Notary Public
Robert M. Langford

(SEAL)
My Commission Expires March 1st, 1970.

Prepared by Markle Abstract Company, Jonesboro, Arkansas.

A true copy of the original as filed for record this 9th day of May, 1967, at 2:20 P.M.

State of Arkansas
County of Craighead
A TRUE COPY I CERTIFY
ANN HUDSON, Circuit Court Clerk
By Amanda Muncie

SEARCY TAYLOR, CLERK

BY Alice Taylor D.C.

* * * * *

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature

X

Pamela Crane

☐ Agent☐ Addressee

B. Received by (Printed Name)

Pamela Crane

C. Date of Delivery

3-3-21

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

1. Addressee to:

Bryan Russell, Superintendent
Valley View Schools
2131 Valley View Drive
Jonesboro, AR 72404



9590 9402 5959 0062 5988 11

3. Service Type

☒ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Article Number (Transfer from service label)

7020 1810 0000 5111 7039

all

all Restricted Delivery

(over \$500)

USPS TRACKING #



9590 9402 5959 0062 5988 11



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



Debra Mangrum
4503 Southwest Drive
Jonesboro, AR 72404

7020 1810 0000 5111 6803

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☐ Return Receipt (hardcopy) \$2.85

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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Valley View Church of Christ
Po Box 3092
Jonesboro, AR 72403-3092

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Postage \$0.55

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Fire Protection of Arkansas
PO Box 472
Jonesboro, AR 72403-0472

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☐ Return Receipt (electronic) \$0.00

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☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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Walter and Pam Lewis
2001 Stillwater Drive
Jonesboro, AR 72404

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To

Terri Ham
4605 Stillwater Court
Jonesboro, AR 72404

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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Ni Zhou
4604 Stillwater Court
Jonesboro, AR 72404

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03/02/2021

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To

Don and Alice Bibb
2008 Boundary Oaks Drive
Jonesboro, AR 72404

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Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
 John Beatty
 217 Dunwoody Drive
 Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72404

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Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
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<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

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Sent To
 G W Roach III
 2000 Boundary Oaks Drive
 Jonesboro, AR 72404

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Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
 Ronald E Nixon and Wilma F Booher
 4603 Oak Park Drive
 Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6896

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
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<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

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Sent To
 Sandra K Wright
 4607 Oak Park Drive
 Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6902

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OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
 Cullan C Weaver
 4608 Oak Park Drive
 Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6919

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<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
 GLE Properties
 4911 Southwest Drive
 Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6926

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<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Sherman or Latasha Pye
4600 Stillwater Court
Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6933

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Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Jayson G & Amanda L Mirafuentes
4609 Trailwater Cove
Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6940

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Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Mark and Amber N Wooten
4604 Trailwater Cove
Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6957

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OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Christy Valentine
1920 Stillwater Drive
Jonesboro, AR 72404-9119

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6964

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Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Chad Brooks
4505 Trailwater Drive
Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6971

**U.S. Postal Service™
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San Jose, CA 95117

OFFICIAL USE

Certified Mail Fee	\$3.60	0408
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	69
<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	\$0.55	
Total Postage and Fees	\$7.00	03/02/2021

Postmark Here

Sent To
Arkland Bay Homes LLC
499 Rosewood Avenue
San Jose, CA 95117-1650

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1810 0000 5111 6988

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☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
Carroll Caldwell
3009 Vista Court
Jonesboro, AR 72401
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 5111 6995

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Jonesboro, AR 72401

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
James E McDaniel
1326 Oakdale Street
Jonesboro, AR 72404
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 5111 7008

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Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
SKS Construction LLC
4006 Brandywine Drive
Jonesboro, AR 72404-0720
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 5111 7015

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Jonesboro, AR 72401

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
Cooper Land and Development
1600 Cooper Lane
Jonesboro, AR 72401-5116
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 5111 7022

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For delivery information, visit our website at www.usps.com.

Jonesboro, AR 72404

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
Christian Lee and David Lynn Elliott
1912 Stillwater Drive
Jonesboro, AR 72404
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 5111 7039

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Jonesboro, AR 72404

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.85
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0408
69

Postmark
Here

Postage \$0.55

Total Postage and Fees \$7.00

03/02/2021

Sent To
Bryan Russell, Superintendent
Valley View Schools
2131 Valley View Drive
Jonesboro, AR 72404
City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Legislation Details (With Text)

File #:	ORD-21:014	Version:	1	Name:	VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT AS REQUESTED BY CITIFIRST PROPERTY GROUP, LLC
Type:	Ordinance	Status:			Third Reading
File created:	3/16/2021	In control:			City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT AS REQUESTED BY CITIFIRST PROPERTY GROUP, LLC				
Sponsors:					
Indexes:	Abandonment, Easement				
Code sections:					
Attachments:	PDF sent from Petitioner				

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		
4/6/2021	1	City Council	Held at one reading	

AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT AS REQUESTED BY CITIFIRST PROPERTY GROUP, LLC

AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the Drainage Easement designated as follows:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.

TO: Honorable Harold Copenhaver, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT
LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT IN JONESBORO,
ARKANSAS.

We the undersigned, being the owners of all property adjoining to the following described 5' drainage easement located within the Brendar Village Development in Jonesboro, Arkansas, described as follows:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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~~CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;~~

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY
OF RECORD.

Herewith file and present this petition to the City council of the City of Jonesboro, Arkansas to have all of the drainage easement described above legally closed.

DATED this 10th day of March, 2021.

PROPERTY OWNER: CitiFirst Property Group, LLC
301 West Washington Avenue
Jonesboro, AR 72401



Gary Harpole, Member

Subscribed and sworn to before me this 10th day of March, 2021.

(seal)

Tarah Zantz
NOTARY

Expiration date: 9/11/2027.



RESOLUTION NO. _____

A Resolution to set a public hearing regarding the abandonment of a 5' portion of an existing 25' drainage easement located within the Brendar Village Development as requested by CitiFirst Property Group, LLC

WHEREAS, the property owners have filed a petition with the City Clerk of the City Jonesboro, Arkansas requesting that a 5' portion of an existing 25' drainage easement located within the Brendar Village Development in Jonesboro, Arkansas be abandoned as described as follows:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Be vacated and abandoned; and

WHEREAS, the Petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Code Annotated 14-301-110 requires two weeks public notice before the above easement can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to abandon a 5' portion of an existing 25' drainage easement located within the Brendar Village Development in Jonesboro, Arkansas mentioned above and this matter will be heard before the City Council on _____ at _____ p.m. o'clock in the Council Chambers, 300 South Church, Jonesboro, Arkansas.

PASSED AND ADOPTED this _____ day of _____, 2021.

HAROLD COPENHAVER, MAYOR

ATTEST:

NOTICE OF PUBLIC HEARING

There will be a public hearing regarding the abandonment of a 5' portion of an existing 25' drainage easement located within the Brendar Village Development as described as follows:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This matter will be heard before the city Council at _____ o'clock p.m. on _____ in Council Chambers, located at 300 South Church, Jonesboro, Arkansas. All comments will be heard at this time.

April Leggett
CITY CLERK OF JONESBORO

ORDINANCE NO. _____

AN ORDINANCE TO VACATE AND ABANDON A 5' PORTION OF AN EXISTING 25' DRAINAGE EASEMENT LOCATED WITHIN THE BRENDAR VILLAGE DEVELOPMENT , MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the Drainage Easement designated as follows:

A 5 FOOT (5') EASEMENT WITHIN A PART OF THE LOTS 1 AND 2 OF BRENDAR VILLAGE, A REPLAT OF LOTS 16 AND 17 OF STADIUM PLACE TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN BOOK "2018R", PAGE 003029 IN THE PUBLIC RECORDS FOR THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;

CONTAINING IN ALL 7,262 SQ. FT. OR 0.167 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY
OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.

PASSED AND ADOPTED THE _____ DAY OF _____, 2021.

HAROLCOPENHAVER, MAYOR

ATTEST:

APRIL LEGGETT, CITY CLERK



CenterPoint Energy
1400 Centerview Dr. Suite 100
Little Rock, AR 72211
CenterPointEnergy.com

UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: CenterPoint Energy

Date: 2/9/2021

Requested Abandonment: One Thousand Sixty-Five feet (1065') Utility Easement Abandonment

Legal Description:

Abandon the drainage easement located behind 4511 Antosh Cir. that extends 635' East to the North East corner of Brendar Village and then 430' South West from the North East corner parallel to the Union Pacific Railroad. The easement lies within Jonesboro, Craighead County, Arkansas. The location of the easement abandonment in Brendar Village off Antosh Cir. is shown in the attached plat.

UTILITY COMPANY COMMENTS:

☒

No objections to the abandonment(s) described above.

☐

No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

☐

Objects to the abandonment(s) described above, reason described below.

James Hope

Signature of Utility Company Representative

Associate Engineer

Title



November 18, 2020

John Easley
Associated Engineering
P.O. Box 1462
Jonesboro, AR 72403

Re: Drainage Easement Abandonment – Brendar Village

Dear Mr. Easley:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of 5' of an existing 25' drainage easement as shown in the attached easement sketch.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
City Planner



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

November 13, 2020

Mr. Craig Light, PE
City Engineer
City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

Dear Mr. Light,

On behalf of CitiFirst Property Group, LLC, we are requesting approval for abandonment of 5' of an existing 25' drainage easement located within the Brendar Village development as shown on the attached drawing. It is our intention that once the abandonment is approved, we will then dedicate a 5' gas easement to CenterPoint Energy for installation of natural gas lines. We feel that the drainage easement is wider than needed and that the remaining 20' will be sufficient.

Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

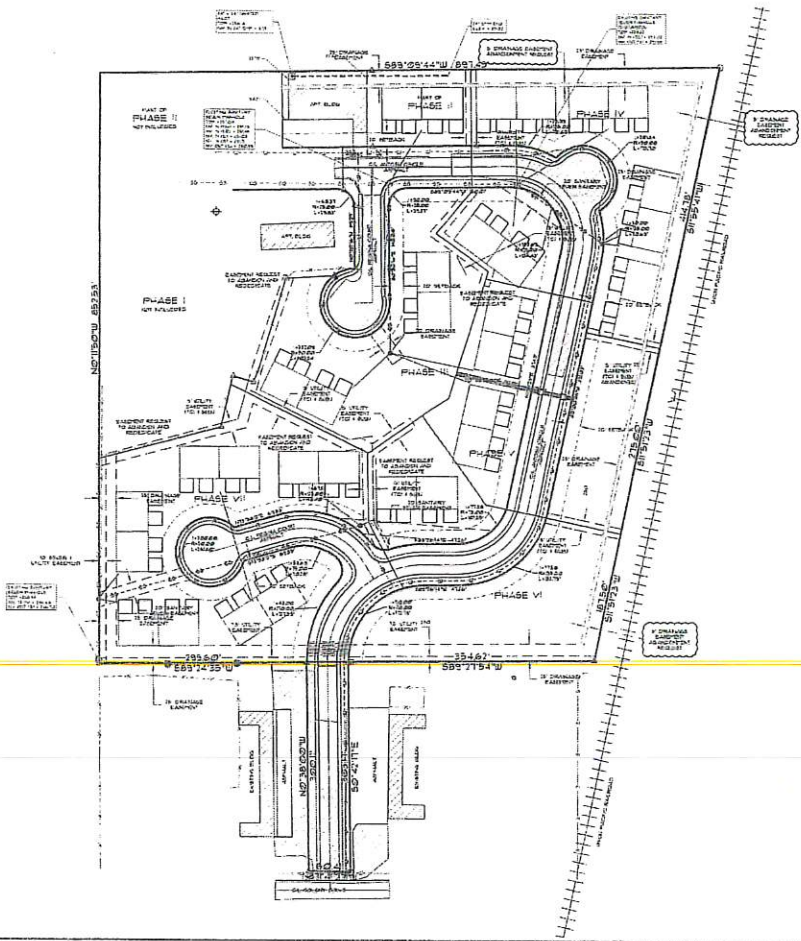
Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'John M. Easley', written over the typed name.

John M. Easley, PE, PS
Associated Engineering, LLC

JME/ss
Enclosures Stated



CITIFIRST PROPERTY GROUP, LLC
 BENDAR VILLAGE
 ANTOSH CIRCLE
 JONESBORO, ARKANSAS

ASSOCIATED
 ENGINEERING, LLC
 1001 E. 10TH STREET
 SUITE 100
 JONESBORO, AR 72403
 (501) 938-1111
 FAX (501) 938-1112



NO.	DESCRIPTION	DATE
1	REVISION	10/1/11
2	REVISION	10/1/11
3	REVISION	10/1/11
4	REVISION	10/1/11
5	REVISION	10/1/11

EASEMENT	
DATE	REVISION
10/1/11	1
10/1/11	2
10/1/11	3
10/1/11	4
10/1/11	5



12/14/2020

John M. Easley
Associated Engineering, LLC
103 S. Church Street
Jonesboro, AR 72403

RE: Easement Abandonment – Brendar Village - Jonesboro, AR 72403

Legal Description: "COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BRENDAR VILLAGE; THENCE SOUTH 89°09'44" WEST, ALONG THE NORTH LINE OF SAID BRENDAR VILLAGE, A DISTANCE OF 20.50 FEET TO A POINT; THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 11°55'41" WEST, A DISTANCE OF 389.84 FEET TO A POINT; THENCE SOUTH 11°51'23" WEST, A DISTANCE OF 459.22 FEET TO A POINT; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 5.12 FEET TO A POINT; THENCE NORTH 11°51'23" EAST, A DISTANCE OF 460.32 FEET TO A POINT; THENCE NORTH 11°55'41" EAST, A DISTANCE OF 383.59 FEET TO A POINT; THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 602.80 FEET TO A POINT; THENCE NORTH 50°50'16" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 89°09'44" EAST, A DISTANCE OF 609.05 FEET TO THE POINT OF BEGINNING;"

Dear John M. Easley:

After reviewing your request of the Easement Abandonment in Jonesboro, AR, Altice USA d/b/a Suddenlink Communications has verified there is not active CATV facilities in this easement.

Given the verification stated above, Altice USA has no objection with the requested Easement Abandonment.

Yours truly,

A handwritten signature in black ink, appearing to read 'Glenn Cisek', with a horizontal line extending to the right.

Glenn Cisek
Director, Contracts



Owned by the Citizens of Jonesboro

December 16, 2020

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Donna Jackson

Re: Drainage Easement Abandonment
Phases II-VI, Brendar Village
City of Jonesboro
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the south five (5') feet of the twenty five (25') foot drainage easement, parallel to the north property line and the west five (5') feet of the twenty five (25') foot drainage easement, parallel to the east property line. All being part of Brendar Village Phases II-VI, as shown on the plat as recorded in the Circuit Clerk's office of Craighead County, located in Jonesboro, Arkansas.

Please call if more information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jake Rice, III', with a stylized flourish at the end.

Jake Rice, III, P.E.
Manager, City Water & Light

Enclosure

Cc: Associated Engineering

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581

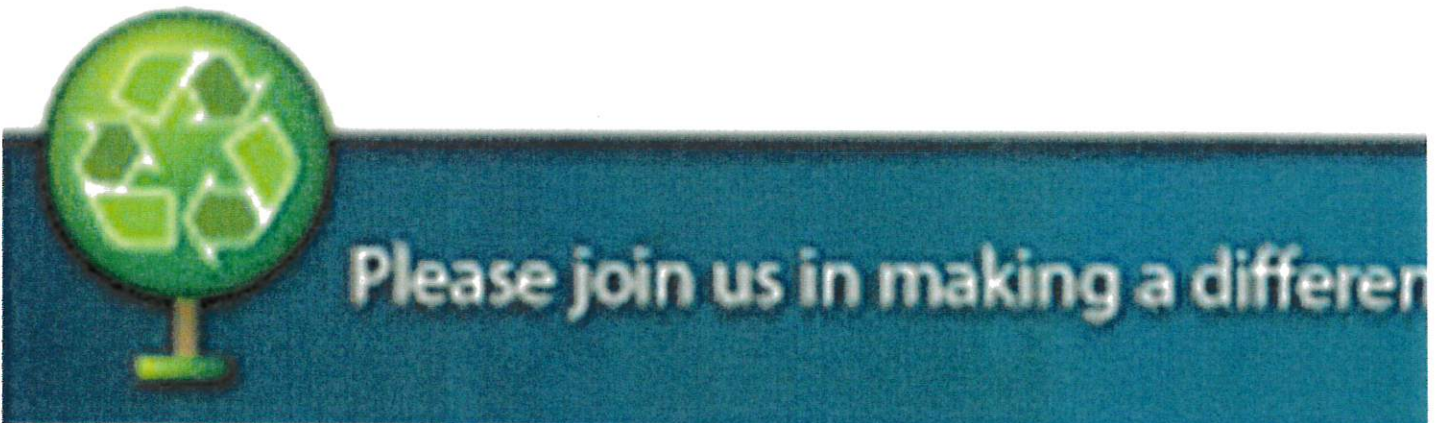
John M. Easley

From: Alice Martin <Alice.Martin@RitterCommunications.com>
Sent: Monday, November 16, 2020 11:43 AM
To: John M. Easley
Subject: RE: Brendar Village
Attachments: Abandonment Easement 11-16-2020 BRENDAR VILLAGE DRAINAGE EASEMENT.pdf

John,
Per your request please see the above attachment.

Alice Martin
Engineering Supervisor
Ritter Communications Inc
2109 Fowler Ave
Jonesboro, AR 72401
O: 870-336-3476
M: 870-243-5681
alice.martin@rittercommunications.com

Ritter



This electronic mail transmission may contain confidential or privileged information. If you believe that you have received this message in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

From: John M. Easley [mailto:john.easley@assocengllc.onmicrosoft.com]
Sent: Monday, November 16, 2020 10:13 AM
To: Alice Martin
Subject: Brendar Village

*** THIS IS AN EXTERNAL E-MAIL. Please be cautious when opening attachments or clicking links. ***

Alice,

Attached is a request for a partial drainage easement abandonment at Brendar Village.

Thanks,

John

John M. Easley, PE, PS



Associated Engineering, LLC
P.O. Box 1462
Jonesboro, AR 72403

Ph: 870-932-3594 Fax: 870-935-1263
e-mail: John.Easley@associatedengineering.com



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, ALICE MARTIN (print name), concur in the abandonment of 5' of an existing drainage easement as shown in the drawing provided.

Alice Martin
Alice Martin (signature)
OSP Engineering Supervisor, Ritter Communications, Inc.

John M. Easley

From: MARTINEZ, ANTHONY W <am1962@att.com>
Sent: Tuesday, November 17, 2020 3:27 PM
To: John M. Easley
Subject: RE: Brendar Village
Attachments: Scanned from a Xerox Multifunction Printer.pdf

John,

Attached is the signed request from AT&T to abandon the easements on the attached sketch. Let me know if you need anything else.

Thank you,

Anthony W. Martinez
Manager-Engineering Design
Jonesboro, AR
(870) 972-7596



"This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."

From: John M. Easley <john.easley@assocengllc.onmicrosoft.com>
Sent: Thursday, November 12, 2020 9:28 AM
To: MARTINEZ, ANTHONY W <am1962@att.com>
Subject: Brendar Village

Anthony,

Attached is information on an easement request at Brendar Village. Citifirst Property Group is asking that the easements shown on the sketch be abandoned the same way as the earlier easement by release.

We would then rededicate the easement as a general utility easement.

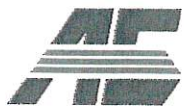
This request is so that natural gas can be installed to the future units.

Please call if you have questions.

Thanks,

John

John M. Easley, PE, PS



Associated Engineering, LLC

P.O. Box 1462

Jonesboro, AR 72403

Ph: 870-932-3594 Fax: 870-935-1263

e-mail: John.Easley@associatedengineering.com



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, Anthony Martinez (print name), concur in the abandonment of 5' of an existing 25' drainage easement as shown in the drawing provided.

A handwritten signature in black ink, appearing to read 'Anthony Martinez', written over a horizontal line.

Anthony Martinez (signature)
AT&T Arkansas

CITIFIRST PROPERTY GROUP, LLC
 BENDAR VILLAGE
 ANTOSH CIRCLE
 JONESBORO, ARKANSAS

ASSOCIATED
 ENGINEERING, LLC
 LAND PLANNING
 CIVIL ENGINEERING • LAND SURVEYING
 103 SOUTH CHURCH STREET • P.O. BOX 1462
 JONESBORO, AR 72403
 PH: 870-933-3594 • FAX: 870-933-1263

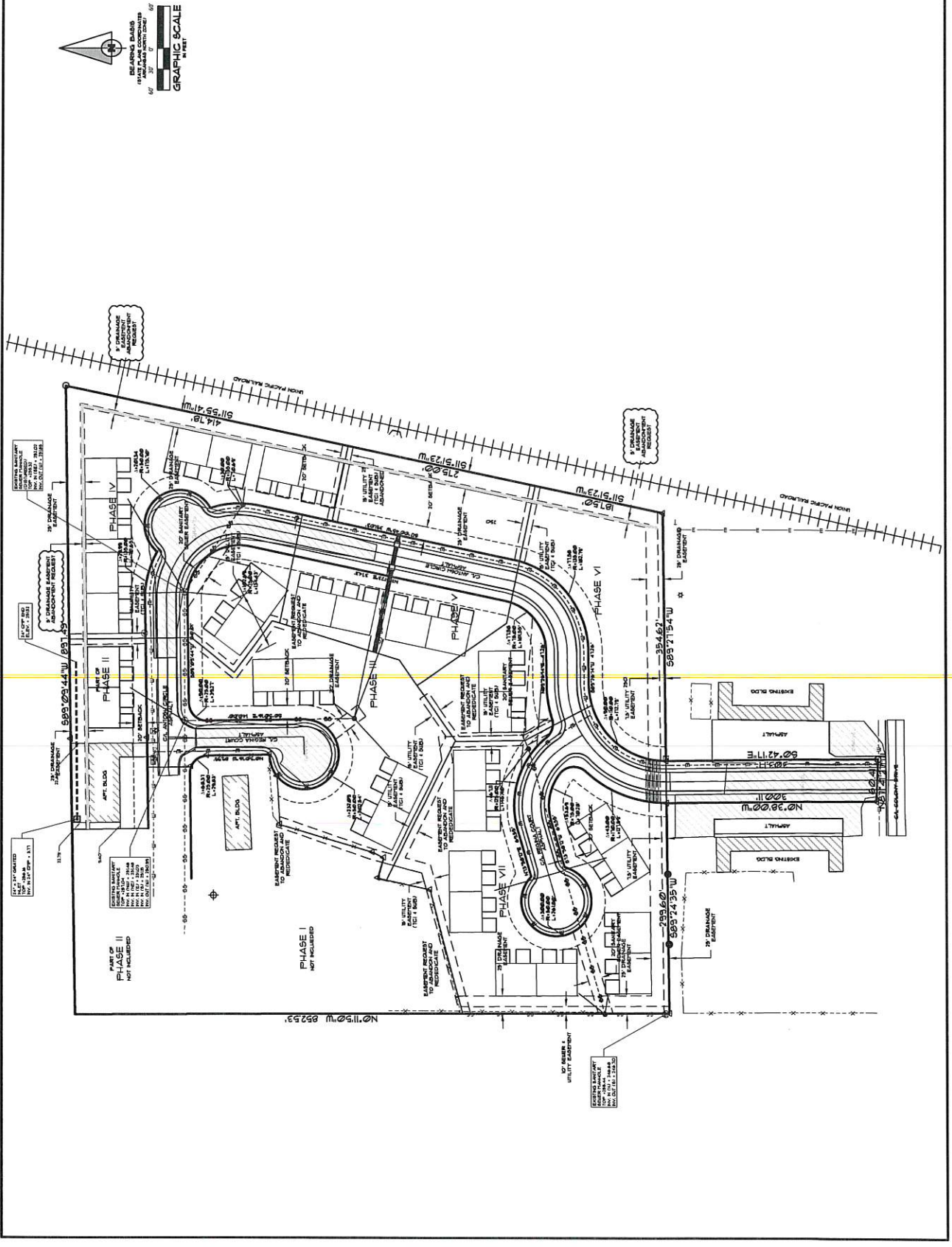


STATE OF ARKANSAS
 PROFESSIONAL SEAL
 LAND SURVEYOR
 JAMES L. LEE
 NO. 209

EASEMENT SKETCH

NO.	DESCRIPTION	DATE
1	RECEIVE EASEMENT FOR 20' EASEMENT	08/17/2017
2	RECEIVE EASEMENT FOR 20' EASEMENT	08/17/2017
3	RECEIVE EASEMENT FOR 20' EASEMENT	08/17/2017
4	RECEIVE EASEMENT FOR 20' EASEMENT	08/17/2017
5	RECEIVE EASEMENT FOR 20' EASEMENT	08/17/2017

DATE: 08/17/2017 DRAWN: JLL
 CHECKED: JLL
 SCALE: 1" = 40'





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-21:020	Version:	1	Name:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING FEBRUARY 28, 2021
Type:	Other Communications	Status:			To Be Introduced
File created:	4/19/2021	In control:			City Council
On agenda:		Final action:			
Title:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING FEBRUARY 28, 2021				
Sponsors:	Municipal Airport Commission				
Indexes:	Financial reports and other communications				
Code sections:					
Attachments:	JAC Jonesboro Airport Financials 02_21				

Date	Ver.	Action By	Action	Result
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JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING FEBRUARY 28, 2021

Jonesboro Airport Commission

Financial Statement

FEBRUARY 28, 2021

STEVE ORR CPA, CVA, MAFF

P.O. BOX 1267 • 601 SOUTHWEST DRIVE

JONESBORO, AR 72403

870-972-1500

STEVE.ORR@OLFCPA.COM

Jonesboro Airport Commission

Jonesboro AR. 72401

We have compiled the accompanying balance sheet of Jonesboro Airport Commission as of February 28, 2020 and 2021 and the related monthly statement of income for the same period then ended and prior year. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements.



Steve Orr CPA, CVA, MAFF

April 18, 2021

**Jonesboro Airport Commission
Statement of Financial Position
As of February 28, 2021 and 2020**

Assets

	2021	2020
Current Assets		
Cash - Centennial Bank 503461691	\$ (200.00)	\$ 918,964.32
Cash - Centennial Insurance 503461721	250,028.77	0.00
Investment Account-50-3461-21-2	8,790,581.07	0.00
Investment Account-60-7165-10-7	92,572.68	0.00
Investment Account-50-3461-91-5	801,956.63	0.00
Cash-Centennial Bank-Project Acct	0.00	129,321.59
Total Current Assets	<u>9,934,939.15</u>	<u>1,048,285.91</u>
Property and Equipment		
Net Property and Equipment	<u>0.00</u>	<u>0.00</u>
Non Current Assets		
Rice Growers Stock	<u>928.25</u>	<u>928.25</u>
Total Non Current Assets	<u>928.25</u>	<u>928.25</u>
Total Assets	<u>\$ 9,935,867.40</u>	<u>\$ 1,049,214.16</u>

**Jonesboro Airport Commission
Statement of Financial Position
As of February 28, 2021 and 2020**

Liabilities and Net Assets

	2021	2020
Current Liabilities		
Fica Taxes Payable	\$ 1,188.01	\$ 741.38
FWH Taxes Payable	1,647.52	77.69
SWH Taxes Payable	332.72	168.22
State Unemployment Payable	26.01	382.31
Total Current Liabilities	<u>3,194.26</u>	<u>1,369.60</u>
Long-Term Liabilities		
Total Long-Term Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>3,194.26</u>	<u>1,369.60</u>
Net Assets		
Capital Contributions	10,336,722.99	1,164,941.94
Other Equity	(1,672.22)	18,099.98
Retained Earnings	(402,377.63)	(135,197.36)
Total Net Assets	<u>9,932,673.14</u>	<u>1,047,844.56</u>
Total Liabilities and Net Assets	<u>\$ 9,935,867.40</u>	<u>\$ 1,049,214.16</u>

Jonesboro Airport Commission Income Statement

	1 Month Ended February 28, 2021	1 Month Ended February 29, 2020	2 Months Ended February 28, 2021	2 Months Ended February 29, 2020
Sales				
Grant Revenue-City of Jonesboro	\$ 0.00	\$ 70,000.00	\$ 0.00	\$ 70,000.00
Grant Revenue-Federal & State	2,279.82	4,698.62	119,202.48	4,698.62
T-Hanger Lease #2/#3	0.00	6,317.40	0.00	10,529.00
Hanger Revenue - FBO	19,877.92	21,487.13	39,755.84	42,974.26
Revenue-Gate Card Fees	0.00	200.00	0.00	800.00
Revenue-Picture Display Fees	200.00	0.00	600.00	400.00
T Hanger Leases	4,700.00	0.00	4,700.00	0.00
Fuel Flowage	6,684.45	6,194.25	11,230.65	12,851.85
HANGER-FOWLER FOODS	1,145.04	1,145.04	2,290.08	2,290.08
HANGER-RAE	0.00	0.00	0.00	3,790.32
HANGER-BAKER	0.00	1,600.00	0.00	3,200.00
HANGER-Goldeneye	0.00	750.00	0.00	1,250.00
Auto Rental Agency & Land Lease	0.00	0.00	0.00	300.00
HANGER-HYTROL	5,135.42	0.00	10,270.84	550.00
Terminal Building Leases-AIR CHOICE	0.00	1,100.00	0.00	2,200.00
Total Sales	<u>40,022.65</u>	<u>113,492.44</u>	<u>188,049.89</u>	<u>155,834.13</u>
Cost of Goods Sold				
Grant Project Expenditures	141,736.86	0.00	359,292.51	250,886.77
Grounds	0.00	109.52	128.15	186.91
Hanger Expense-FBO	12,374.24	416.64	12,374.24	2,867.26
T-Hanger Expense	1,958.67	0.00	1,958.67	0.00
Terminal Building Expense-	0.00	2,280.46	0.00	18,408.78
Terminal Building Expense	0.00	416.64	0.00	416.64
Flight Service Station	71,500.00	0.00	71,500.00	0.00
Fire Rescue Building Expense	68.86	509.09	68.86	902.54
Sharp Aviation Expense	0.00	416.64	0.00	416.64
Beacon & Field Lights	119,684.00	0.00	119,684.00	0.00
Total Cost of Goods Sold	<u>347,322.63</u>	<u>4,148.99</u>	<u>565,006.43</u>	<u>274,085.54</u>
Gross Profit	<u>(307,299.98)</u>	<u>109,343.45</u>	<u>(376,956.54)</u>	<u>(118,251.41)</u>
Operating Expenses				
Insurance - Medical	1,076.82	669.34	1,816.55	1,383.60
Office Expense	361.50	240.61	1,015.20	758.12
Outside Services	310.46	0.00	310.46	0.00
Payroll Taxes	991.43	(147.56)	2,122.70	737.92
Repairs/Maintenance	0.00	(76.91)	0.00	(76.91)
Salaries - Manager	5,906.30	4,878.31	11,812.60	9,756.62
Salaries - Other	3,520.00	562.00	8,188.50	3,922.50
Supplies	459.98	336.32	459.98	336.32
Telephone	0.00	412.63	126.91	824.46
Legal & Accounting	0.00	700.00	925.00	1,175.00
Total Operating Expenses	<u>12,626.49</u>	<u>7,574.74</u>	<u>26,777.90</u>	<u>18,817.63</u>
Operating Income (Loss)	<u>(319,926.47)</u>	<u>101,768.71</u>	<u>(403,734.44)</u>	<u>(137,069.04)</u>
Other Income (Expenses)				
Interest Income	1,901.81	962.89	1,862.54	2,032.15
Meals/Entertainment	0.00	(160.47)	(167.78)	(160.47)
Utilities	(112.76)	0.00	(337.95)	0.00
Total Other Income (Expenses)	<u>1,789.05</u>	<u>802.42</u>	<u>1,356.81</u>	<u>1,871.68</u>

Jonesboro Airport Commission Income Statement

	1 Month Ended February 28, 2021	1 Month Ended February 29, 2020	2 Months Ended February 28, 2021	2 Months Ended February 29, 2020
Net Income (Loss) Before Taxes	<u>(318,137.42)</u>	<u>102,571.13</u>	<u>(402,377.63)</u>	<u>(135,197.36)</u>
Net Income (Loss)	<u>\$ (318,137.42)</u>	<u>\$ 102,571.13</u>	<u>\$ (402,377.63)</u>	<u>\$ (135,197.36)</u>

Jonesboro Airport Commission General Ledger

February 1, 2021 - February 28, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
1020	Cash - Centennial Bank 503461691			(200.00)		
02/28/21			PROJECT ACTIVITY		(119,684.00)	
02/28/21			PROJECT ACTIVITY		119,684.00	
02/28/21			TRANSFER		7,663.83	
02/28/21	P89		Payroll Journal Entry		(7,663.83)	
			Totals for 1020		<u>0.00</u>	<u>(200.00)</u>
1021	Cash - Centennial Insurance 503461721			250,031.85		
02/28/21			insurance acct activity		(227,517.42)	
02/28/21			TRANSFER		227,514.34	
			Totals for 1021		<u>(3.08)</u>	<u>250,028.77</u>
1030	Investment Account-50-3461-21-2			9,016,392.43		
02/28/21			TRANSFER		(227,514.34)	
02/28/21			INTEREST		1,702.98	
			Totals for 1030		<u>(225,811.36)</u>	<u>8,790,581.07</u>
1031	Investment Account-60-7165-10-7			212,238.07		
02/28/21			PROJECT ACTIVITY		18.61	
02/28/21			PROJECT ACTIVITY		(119,684.00)	
			Totals for 1031		<u>(119,665.39)</u>	<u>92,572.68</u>
1032	Investment Account-50-3461-91-5			774,673.53		
02/28/21			FEB ACTIVITY		40,174.10	
02/28/21			FEB PAYROLL		(2,813.21)	
02/28/21			CHECKS		(2,413.96)	
02/28/21			TRANSFER		(7,663.83)	
			Totals for 1032		<u>27,283.10</u>	<u>801,956.63</u>
2530	Rice Growers Stock			928.25		
			Totals for 2530		<u>0.00</u>	<u>928.25</u>
3040	Fica Taxes Payable			(1,363.76)		
02/28/21			FEB PAYROLL		1,311.28	
02/28/21			FEB PAYROLL		306.68	
02/28/21	P89		Payroll Journal Entry		(1,442.21)	
			Totals for 3040		<u>175.75</u>	<u>(1,188.01)</u>
3050	FWH Taxes Payable			(1,778.02)		
02/28/21			FEB PAYROLL		889.01	
02/28/21	P89		Payroll Journal Entry		(758.51)	
			Totals for 3050		<u>130.50</u>	<u>(1,647.52)</u>
3060	SWH Taxes Payable			(356.11)		
02/28/21			FEB PAYROLL		306.24	
02/28/21	P89		Payroll Journal Entry		(282.85)	
			Totals for 3060		<u>23.39</u>	<u>(332.72)</u>
3080	State Unemployment Payable			244.32		
02/28/21	P89		Payroll Journal Entry		(270.33)	
			Totals for 3080		<u>(270.33)</u>	<u>(26.01)</u>
5010	City Water & Light			(9,215,272.05)		
			Totals for 5010		<u>0.00</u>	<u>(9,215,272.05)</u>
5013	Federal/State Grants			1,672.22		
			Totals for 5013		<u>0.00</u>	<u>1,672.22</u>

Jonesboro Airport Commission General Ledger

February 1, 2021 - February 28, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
5030	Beg Retained Earnings			(1,121,450.94)		
			Totals for 5030		<u>0.00</u>	<u>(1,121,450.94)</u>
6002	Grant Revenue-Federal & State			(116,922.66)		
02/28/21			FEB ACTIVITY		(1,139.91)	
02/28/21			FEB ACTIVITY		(1,139.91)	
			Totals for 6002		<u>(2,279.82)</u>	<u>(119,202.48)</u>
6010	Hanger Revenue - FBO			(19,877.92)		
02/28/21			FEB ACTIVITY		(19,877.92)	
			Totals for 6010		<u>(19,877.92)</u>	<u>(39,755.84)</u>
6013	Revenue-Picture Display Fees			(400.00)		
02/28/21			FEB ACTIVITY		(200.00)	
			Totals for 6013		<u>(200.00)</u>	<u>(600.00)</u>
6014	T Hanger Leases			0.00		
02/28/21			FEB ACTIVITY		(4,700.00)	
			Totals for 6014		<u>(4,700.00)</u>	<u>(4,700.00)</u>
6015	Fuel Flowage			(4,546.20)		
02/28/21			FEB ACTIVITY		(6,684.45)	
			Totals for 6015		<u>(6,684.45)</u>	<u>(11,230.65)</u>
6016	HANGER-FOWLER FOODS			(1,145.04)		
02/28/21			FEB ACTIVITY		(1,145.04)	
			Totals for 6016		<u>(1,145.04)</u>	<u>(2,290.08)</u>
6021	HANGER-HYTROL			(5,135.42)		
02/28/21			FEB ACTIVITY		(5,135.42)	
			Totals for 6021		<u>(5,135.42)</u>	<u>(10,270.84)</u>
7005	Grant Project Expenditures			217,555.65		
02/28/21			BAILEY CONST		141,736.86	
			Totals for 7005		<u>141,736.86</u>	<u>359,292.51</u>
7010	Grounds			128.15		
			Totals for 7010		<u>0.00</u>	<u>128.15</u>
7030	Hanger Expense-FBO			0.00		
02/28/21			SHERWIN WILLIAMS		487.38	
02/28/21			BARTON		307.20	
02/28/21			LAWS		11,211.64	
02/28/21			BARTON		275.58	
02/28/21			SUDDENLINK		92.44	
			Totals for 7030		<u>12,374.24</u>	<u>12,374.24</u>
7035	T-Hanger Expense			0.00		
02/28/21			LITTLE AND ASSOC		1,958.67	
			Totals for 7035		<u>1,958.67</u>	<u>1,958.67</u>
7050	Flight Service Station			0.00		
02/28/21			BAKER		23,000.00	
02/28/21			BAKER		48,500.00	
			Totals for 7050		<u>71,500.00</u>	<u>71,500.00</u>
7051	Fire Rescue Building Expense			0.00		
02/28/21			DISCOVER CARD		68.86	

Jonesboro Airport Commission General Ledger

February 1, 2021 - February 28, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
Totals for 7051					<u>68.86</u>	<u>68.86</u>
7060 Beacon & Field Lights				0.00		
02/28/21			ALL SERVICE		116,922.66	
02/28/21			BAKER		2,350.00	
02/28/21			AR DEMOCRAT		411.34	
Totals for 7060					<u>119,684.00</u>	<u>119,684.00</u>
8110 Insurance - Medical				739.73		
02/28/21			BLUE CROSS		1,076.82	
Totals for 8110					<u>1,076.82</u>	<u>1,816.55</u>
8140 Office Expense				653.70		
02/28/21			FEDEX		193.72	
02/28/21			HAM		167.78	
Totals for 8140					<u>361.50</u>	<u>1,015.20</u>
8150 Outside Services				0.00		
02/28/21			GREENWAY		310.46	
Totals for 8150					<u>310.46</u>	<u>310.46</u>
8160 Payroll Taxes				1,131.27		
02/28/21	P89		Payroll Journal Entry		991.43	
Totals for 8160					<u>991.43</u>	<u>2,122.70</u>
8200 Salaries - Manager				5,906.30		
02/28/21	P89		Payroll Journal Entry		5,906.30	
Totals for 8200					<u>5,906.30</u>	<u>11,812.60</u>
8210 Salaries - Other				4,668.50		
02/28/21	P89		Payroll Journal Entry		3,520.00	
Totals for 8210					<u>3,520.00</u>	<u>8,188.50</u>
8220 Supplies				0.00		
02/28/21			DISCOVERY		459.98	
Totals for 8220					<u>459.98</u>	<u>459.98</u>
8240 Telephone				126.91		
Totals for 8240					<u>0.00</u>	<u>126.91</u>
8250 Meals/Entertainment				167.78		
Totals for 8250					<u>0.00</u>	<u>167.78</u>
8260 Utilities				225.19		
02/28/21			CWL		84.06	
02/28/21			CWL		28.70	
Totals for 8260					<u>112.76</u>	<u>337.95</u>
8280 Legal & Accounting				925.00		
Totals for 8280					<u>0.00</u>	<u>925.00</u>
9010 Interest Income				39.27		
02/28/21			insurance acct activity		(28.77)	
02/28/21			INTEREST		(1,702.98)	
02/28/21			PROJECT ACTIVITY		(18.61)	
02/28/21			FEB ACTIVITY		(151.45)	
Totals for 9010					<u>(1,901.81)</u>	<u>(1,862.54)</u>

Jonesboro Airport Commission
General Ledger

February 1, 2021 - February 28, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
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Report Total

0.00

Net Profit/(Loss)

Current Period (318,137.42)
Year-to-Date (402,377.63)

Distribution count = 57



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-21:021	Version:	1	Name:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING MARCH 31, 2021
Type:	Other Communications			Status:	To Be Introduced
File created:	4/27/2021			In control:	City Council
On agenda:	Final action:				
Title:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING MARCH 31, 2021				
Sponsors:	Municipal Airport Commission				
Indexes:	Airport financial statements				
Code sections:					
Attachments:	JAC Jonesboro Airport Financials 03_2021				

Date	Ver.	Action By	Action	Result
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JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING MARCH 31, 2021

Jonesboro Airport Commission

Financial Statement

MARCH 31, 2021

STEVE ORR CPA, CVA, MAFF

P.O. BOX 1267 • 601 SOUTHWEST DRIVE
JONESBORO, AR 72403

870-972-1500

STEVE.ORR@OLFCPA.COM

Jonesboro Airport Commission

Jonesboro AR. 72401

We have compiled the accompanying balance sheet of Jonesboro Airport Commission as of March 31, 2020 and 2021 and the related monthly statement of income for the same period then ended and prior year. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements.

Steve Orr CPA, CVA, MAFF

April 18, 2021

**Jonesboro Airport Commission
Statement of Financial Position
As of March 31, 2021 and 2020**

Assets

	2021	2020
Current Assets		
Cash - Centennial Bank 503461691	\$ (200.00)	\$ 946,901.78
Cash - Centennial Insurance 503461721	250,031.85	0.00
Investment Account-50-3461-21-2	8,488,294.46	0.00
Investment Account-60-7165-10-7	52,490.34	0.00
Investment Account-50-3461-91-5	815,416.45	0.00
Cash-Centennial Bank-Project Acct	0.00	129,408.33
Total Current Assets	<u>9,606,033.10</u>	<u>1,076,310.11</u>
Property and Equipment		
Net Property and Equipment	<u>0.00</u>	<u>0.00</u>
Non Current Assets		
Rice Growers Stock	<u>928.25</u>	<u>928.25</u>
Total Non Current Assets	<u>928.25</u>	<u>928.25</u>
Total Assets	<u>\$ 9,606,961.35</u>	<u>\$ 1,077,238.36</u>

**Jonesboro Airport Commission
Statement of Financial Position
As of March 31, 2021 and 2020**

Liabilities and Net Assets

	2021	2020
Current Liabilities		
Fica Taxes Payable	\$ 887.70	\$ 363.81
FWH Taxes Payable	1,417.68	457.76
SWH Taxes Payable	271.25	170.30
State Unemployment Payable	78.95	415.35
Total Current Liabilities	<u>2,655.58</u>	<u>1,407.22</u>
Long-Term Liabilities		
Total Long-Term Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>2,655.58</u>	<u>1,407.22</u>
Net Assets		
Capital Contributions	10,336,722.99	1,164,941.94
Other Equity	(1,672.22)	18,099.98
Retained Earnings	(730,745.00)	(107,210.78)
Total Net Assets	<u>9,604,305.77</u>	<u>1,075,831.14</u>
Total Liabilities and Net Assets	<u>\$ 9,606,961.35</u>	<u>\$ 1,077,238.36</u>

Jonesboro Airport Commission Income Statement

	1 Month Ended March 31, 2021	1 Month Ended March 31, 2020	3 Months Ended March 31, 2021	3 Months Ended March 31, 2020
Sales				
Grant Revenue-City of Jonesboro	\$ 0.00	\$ 0.00	\$ 0.00	\$ 70,000.00
Grant Revenue-Federal & State	227,122.20	8,076.70	346,324.68	12,775.32
T-Hanger Lease #2/#3	0.00	0.00	0.00	10,529.00
Hanger Revenue - FBO	19,877.92	21,487.13	59,633.76	64,461.39
Revenue-Gate Card Fees	0.00	50.00	0.00	850.00
Revenue-Picture Display Fees	200.00	0.00	800.00	400.00
T Hanger Leases	947.58	0.00	5,647.58	0.00
Fuel Flowage	4,687.95	5,324.10	15,918.60	18,175.95
HANGER-FOWLER FOODS	1,145.04	1,145.04	3,435.12	3,435.12
HANGER-RAE	0.00	0.00	0.00	3,790.32
HANGER-BAKER	0.00	1,600.00	0.00	4,800.00
HANGER-Goldeneye	0.00	250.00	0.00	1,500.00
Auto Rental Agency & Land Lease	0.00	0.00	0.00	300.00
HANGER-HYTROL	5,135.42	0.00	15,406.26	550.00
Terminal Building Leases-AIR CHOICE	0.00	0.00	0.00	2,200.00
Total Sales	<u>259,116.11</u>	<u>37,932.97</u>	<u>447,166.00</u>	<u>193,767.10</u>
Cost of Goods Sold				
Grant Project Expenditures	264,805.42	0.00	624,097.93	250,886.77
Grounds	0.00	769.88	128.15	956.79
Hanger Expense-FBO	254,968.17	2.56	267,342.41	2,869.82
T-Hanger Expense	0.00	0.00	1,958.67	0.00
Terminal Building Expense-	0.00	928.11	0.00	19,336.89
Terminal Building Expense	5,600.15	0.00	5,600.15	416.64
Flight Service Station	0.00	0.00	71,500.00	0.00
Fire Rescue Building Expense	0.00	506.03	68.86	1,408.57
Sharp Aviation Expense	0.00	0.00	0.00	416.64
Beacon & Field Lights	43,260.00	0.00	162,944.00	0.00
Total Cost of Goods Sold	<u>568,633.74</u>	<u>2,206.58</u>	<u>1,133,640.17</u>	<u>276,292.12</u>
Gross Profit	<u>(309,517.63)</u>	<u>35,726.39</u>	<u>(686,474.17)</u>	<u>(82,525.02)</u>
Operating Expenses				
Dues/Subscriptions	0.00	292.27	0.00	292.27
Insurance - Medical	1,076.82	669.34	2,893.37	2,052.94
Office Expense	0.00	0.00	1,015.20	758.12
Outside Services	0.00	0.00	310.46	0.00
Payroll Taxes	623.90	455.69	2,746.60	1,193.61
Repairs/Maintenance	5,714.90	0.00	5,714.90	(76.91)
Salaries - Manager	5,906.30	4,878.31	17,718.90	14,634.93
Salaries - Other	1,557.00	944.00	9,745.50	4,866.50
Supplies	2,950.70	214.08	3,410.68	550.40
Telephone	0.00	414.62	126.91	1,239.08
Legal & Accounting	2,275.00	587.50	3,200.00	1,762.50
Total Operating Expenses	<u>20,104.62</u>	<u>8,455.81</u>	<u>46,882.52</u>	<u>27,273.44</u>
Operating Income (Loss)	<u>(329,622.25)</u>	<u>27,270.58</u>	<u>(733,356.69)</u>	<u>(109,798.46)</u>
Other Income (Expenses)				
Interest Income	1,704.83	716.00	3,567.37	2,748.15
Meals/Entertainment	0.00	0.00	(167.78)	(160.47)
Utilities	(449.95)	0.00	(787.90)	0.00
Total Other Income (Expenses)	<u>1,254.88</u>	<u>716.00</u>	<u>2,611.69</u>	<u>2,587.68</u>

Jonesboro Airport Commission Income Statement

	1 Month Ended March 31, 2021	1 Month Ended March 31, 2020	3 Months Ended March 31, 2021	3 Months Ended March 31, 2020
Net Income (Loss) Before Taxes	<u>(328,367.37)</u>	<u>27,986.58</u>	<u>(730,745.00)</u>	<u>(107,210.78)</u>
Net Income (Loss)	<u>\$ (328,367.37)</u>	<u>\$ 27,986.58</u>	<u>\$ (730,745.00)</u>	<u>\$ (107,210.78)</u>

Jonesboro Airport Commission General Ledger

March 1, 2021 - March 31, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
1020	Cash - Centennial Bank 503461691			(200.00)		
03/31/21			PAYROLL TRANSFER		6,142.30	
03/31/21	P89		Payroll Journal Entry		(6,142.30)	
			Totals for 1020		<u>0.00</u>	<u>(200.00)</u>
1021	Cash - Centennial Insurance 503461721			250,028.77		
03/31/21			MARCH ACTIVITY		(303,828.32)	
03/31/21			MARCH		303,831.40	
			Totals for 1021		<u>3.08</u>	<u>250,031.85</u>
1030	Investment Account-50-3461-21-2			8,790,581.07		
03/31/21			MARCH		(303,799.55)	
03/31/21			MARCH		1,512.94	
			Totals for 1030		<u>(302,286.61)</u>	<u>8,488,294.46</u>
1031	Investment Account-60-7165-10-7			92,572.68		
03/31/21			MARCH		(40,110.42)	
03/31/21			MARCH		28.08	
			Totals for 1031		<u>(40,082.34)</u>	<u>52,490.34</u>
1032	Investment Account-50-3461-91-5			801,956.63		
03/31/21			MARCH		259,308.07	
03/31/21			MARCH		(60.00)	
03/31/21			MARCH		224,695.00	
03/31/21			MARCH		(236,085.55)	
03/31/21			PAYROLL TAX		(2,483.58)	
03/31/21			PAYROLL TRANSFER		(6,142.30)	
03/31/21			CORRECT DEPOSIT		(225,771.82)	
			Totals for 1032		<u>13,459.82</u>	<u>815,416.45</u>
2530	Rice Growers Stock			928.25		
			Totals for 2530		<u>0.00</u>	<u>928.25</u>
3040	Fica Taxes Payable			(1,188.01)		
03/31/21			PAYROLL TAX		1,168.86	
03/31/21			PAYROLL TAX		273.36	
03/31/21	P89		Payroll Journal Entry		(1,141.91)	
			Totals for 3040		<u>300.31</u>	<u>(887.70)</u>
3050	FWH Taxes Payable			(1,647.52)		
03/31/21			PAYROLL TAX		758.51	
03/31/21	P89		Payroll Journal Entry		(528.67)	
			Totals for 3050		<u>229.84</u>	<u>(1,417.68)</u>
3060	SWH Taxes Payable			(332.72)		
03/31/21			PAYROLL TAX		282.85	
03/31/21	P89		Payroll Journal Entry		(221.38)	
			Totals for 3060		<u>61.47</u>	<u>(271.25)</u>
3080	State Unemployment Payable			(26.01)		
03/31/21	P89		Payroll Journal Entry		(52.94)	
			Totals for 3080		<u>(52.94)</u>	<u>(78.95)</u>
5010	City Water & Light			(9,215,272.05)		
			Totals for 5010		<u>0.00</u>	<u>(9,215,272.05)</u>
5013	Federal/State Grants			1,672.22		
			Totals for 5013		<u>0.00</u>	<u>1,672.22</u>

Jonesboro Airport Commission

General Ledger

March 1, 2021 - March 31, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
5030	Beg Retained Earnings			(1,121,450.94)		
			Totals for 5030		<u>0.00</u>	<u>(1,121,450.94)</u>
6002	Grant Revenue-Federal & State			(119,202.48)		
03/31/21			MARCH		(224,695.00)	
03/31/21			MARCH		(224,695.00)	
03/31/21			MARCH		(1,213.60)	
03/31/21			MARCH		(1,213.60)	
03/31/21			CORRECT DEPOSIT		225,771.82	
03/31/21			correction		(1,076.82)	
			Totals for 6002		<u>(227,122.20)</u>	<u>(346,324.68)</u>
6010	Hanger Revenue - FBO			(39,755.84)		
03/31/21			MARCH		(19,877.92)	
			Totals for 6010		<u>(19,877.92)</u>	<u>(59,633.76)</u>
6013	Revenue-Picture Display Fees			(600.00)		
03/31/21			MARCH		(200.00)	
			Totals for 6013		<u>(200.00)</u>	<u>(800.00)</u>
6014	T Hanger Leases			(4,700.00)		
03/31/21			MARCH		(947.58)	
			Totals for 6014		<u>(947.58)</u>	<u>(5,647.58)</u>
6015	Fuel Flowage			(11,230.65)		
03/31/21			MARCH		(4,687.95)	
			Totals for 6015		<u>(4,687.95)</u>	<u>(15,918.60)</u>
6016	HANGER-FOWLER FOODS			(2,290.08)		
03/31/21			MARCH		(1,145.04)	
			Totals for 6016		<u>(1,145.04)</u>	<u>(3,435.12)</u>
6021	HANGER-HYTROL			(10,270.84)		
03/31/21			MARCH		(5,135.42)	
			Totals for 6021		<u>(5,135.42)</u>	<u>(15,406.26)</u>
7005	Grant Project Expenditures			359,292.51		
03/31/21			BAKER		35,950.00	
03/31/21			BAKER		4,160.00	
03/31/21			MARCH		224,695.42	
			Totals for 7005		<u>264,805.42</u>	<u>624,097.93</u>
7010	Grounds			128.15		
			Totals for 7010		<u>0.00</u>	<u>128.15</u>
7030	Hanger Expense-FBO			12,374.24		
03/31/21			BAILEY		181,008.30	
03/31/21			BAKER		36,350.46	
03/31/21			BAKER		37,000.00	
03/31/21			BARTON		133.59	
03/31/21			SHERWIN WILLIAMS		58.20	
03/31/21			AR DEMOCRAT		417.62	
			Totals for 7030		<u>254,968.17</u>	<u>267,342.41</u>
7035	T-Hanger Expense			1,958.67		
			Totals for 7035		<u>0.00</u>	<u>1,958.67</u>

Jonesboro Airport Commission General Ledger

March 1, 2021 - March 31, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
7041	Terminal Building Expense					
03/31/21			QUALITY ROOFING	0.00		
03/31/21			DITTA		1,066.00	
					4,534.15	
			Totals for 7041		<u>5,600.15</u>	<u>5,600.15</u>
7050	Flight Service Station					
				71,500.00		
			Totals for 7050		<u>0.00</u>	<u>71,500.00</u>
7051	Fire Rescue Building Expense					
				68.86		
			Totals for 7051		<u>0.00</u>	<u>68.86</u>
7060	Beacon & Field Lights					
03/31/21			ALLIANCE UTILITIES	119,684.00		
03/31/21			BAKER		760.00	
					42,500.00	
			Totals for 7060		<u>43,260.00</u>	<u>162,944.00</u>
8110	Insurance - Medical					
03/31/21			draft	1,816.55		
					1,076.82	
			Totals for 8110		<u>1,076.82</u>	<u>2,893.37</u>
8140	Office Expense					
				1,015.20		
			Totals for 8140		<u>0.00</u>	<u>1,015.20</u>
8150	Outside Services					
				310.46		
			Totals for 8150		<u>0.00</u>	<u>310.46</u>
8160	Payroll Taxes					
03/31/21	P89		Payroll Journal Entry	2,122.70		
					623.90	
			Totals for 8160		<u>623.90</u>	<u>2,746.60</u>
8190	Repairs/Maintenance					
03/31/21			MID SOUTH	0.00		
03/31/21			HAULING		8.00	
03/31/21			DITTA		4,800.00	
03/31/21			LOWE'S		843.05	
					63.85	
			Totals for 8190		<u>5,714.90</u>	<u>5,714.90</u>
8200	Salaries - Manager					
03/31/21	P89		Payroll Journal Entry	11,812.60		
					5,906.30	
			Totals for 8200		<u>5,906.30</u>	<u>17,718.90</u>
8210	Salaries - Other					
03/31/21	P89		Payroll Journal Entry	8,188.50		
					1,557.00	
			Totals for 8210		<u>1,557.00</u>	<u>9,745.50</u>
8220	Supplies					
03/31/21			BARTON	459.98		
03/31/21			CARDINAL		4.86	
03/31/21			DITTA		145.29	
03/31/21			NEA TERMITE		1,913.57	
03/31/21			OFFICE DEPOT		395.81	
03/31/21			SUDDENLINK		347.17	
03/31/21			SHERWIN		92.44	
					51.56	
			Totals for 8220		<u>2,950.70</u>	<u>3,410.68</u>
8240	Telephone					
				126.91		
			Totals for 8240		<u>0.00</u>	<u>126.91</u>

Jonesboro Airport Commission

General Ledger

March 1, 2021 - March 31, 2021

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
8250 Meals/Entertainment				167.78		
Totals for 8250					<u>0.00</u>	<u>167.78</u>
8260 Utilities				337.95		
03/31/21			ATT		164.13	
03/31/21			ATT		165.79	
03/31/21			CWL		28.50	
03/31/21			CWL		91.53	
Totals for 8260					<u>449.95</u>	<u>787.90</u>
8280 Legal & Accounting				925.00		
03/31/21			CALHOUN		250.00	
03/31/21			SO		1,350.00	
03/31/21			SO		675.00	
Totals for 8280					<u>2,275.00</u>	<u>3,200.00</u>
9010 Interest Income				(1,862.54)		
03/31/21			MARCH		(31.85)	
03/31/21			MARCH		(1,512.94)	
03/31/21			MARCH		(28.08)	
03/31/21			MARCH		(131.96)	
Totals for 9010					<u>(1,704.83)</u>	<u>(3,567.37)</u>
Report Total						<u>0.00</u>

Net Profit/(Loss)

Current Period	<u>(328,367.37)</u>
Year-to-Date	<u>(730,745.00)</u>

Distribution count = 74