



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Ordinance: O-EN-015-2024

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**File Number: ORD-24:010**

**Enactment Number: O-EN-015-2024**

AN ORDINANCE TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY, ARKANSAS FOR THE PURPOSE OF CONTINUING THE SHARED EXPENSES OF CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY OF ARKANSAS, AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Jonesboro, Arkansas understands the importance of a public library for the citizens of Jonesboro;

WHEREAS, the existing interlocal agreement to fund the library was executed several decades ago and needs to be renewed;

WHEREAS, the Craighead County Jonesboro Library is funded by a millage approved by the voters of Jonesboro; and

WHEREAS, the Quorum Court has approved the agreement and asked the City of Jonesboro to do the same;

WHEREAS, the City and County Administration are requested to meet and discuss the matter further and return to the Council with a more specific agreement for consideration that sets out the duties and responsibilities of all parties including appointment of library board members;

WHEREAS, this agreement should be presented back to Council as soon as possible, but in no case should it be any later than May of 2025.

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

SECTION 1: That the City Council authorizes the Interlocal Agreement, attached hereto as if set out word for word herein, for the purpose of continuing the existing agreement to share expenses of the Craighead County Jonesboro Public Library.

SECTION 2: The Mayor Harold Copenhaver and City Clerk April Leggett are hereby authorized to execute all documents necessary to implement this agreement.


PASSED AND APPROVED THIS 7TH DAY OF MAY, 2024.



Harold Copenhagen, Mayor

Date 5-8-23

ATTEST: 1

April Leggett, City Clerk 

Date 5-8-23

FILED

FEB 27 2024

COUNTY & PROBATE COURT CLERK

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF  
CRAIGHEAD, STATE OF ARKANSAS; AN ORDINANCE TO BE  
ENTITLED:**

ORDINANCE NO. 2024 - 2

AN ORDINANCE ADOPTING AN INTERLOCAL AGREEMENT  
BETWEEN CRAIGHEAD COUNTY, ARKANSAS, CITY OF JONESBORO BY  
AND THROUGH THEIR DULY AUTHORIZED AND ELECTED MAYOR AND  
COUNTY JUDGE, AND ENTER INTO THE FOLLOWING INTERLOCAL  
COOPERATION AGREEMENT FOR THE PURPOSE OF CONTINUING THE  
SHARED EXPENSES OF CRAIGHEAD COUNTY JONESBORO PUBLIC  
LIBRARY OF ARKANSAS, DECLARING AN EMERGENCY, AND FOR OTHER  
PURPOSES.

WHEREAS, the Quorum Court concurs in the importance for the County Judge  
to enter into an Interlocal Agreement, providing the continued cost sharing of  
Craighead County Jonesboro Public Library, and

WHEREAS, the Quorum Court concurs in the ability of Craighead County and  
surrounding entities to develop agreements relating to shared expenses that  
benefit all citizens, and

WHEREAS, the Quorum Court desires for a solidification of consistent terms in  
relation to review of all interlocal agreements and shared finances for Craighead  
County Jonesboro Public Library and it's entities and believes a long-term  
agreement with the entities serves a vital interest to the Citizens, and

WHEREAS, in accordance with Arkansas Code Annotated Section 14-14-910,  
legal counsel has reviewed the agreement and the Governing Body of Craighead  
County authorizes the County Judge to enter and be bound by the terms of the  
attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF  
CRAIGHEAD COUNTY, STATE OF ARKANSAS;

SECTION 1. The Quorum Court authorizes the Interlocal Cooperation  
Agreement, as though set forth word for word herein, for the purpose of  
continuing the existing agreement for the participating entities.

EMERGENCY CLAUSE. In order to ensure the effective planning,  
implementation of existing expenses of the Craighead County Jonesboro Public  
Library and utilization for varying expenses, an immediate need for this  
Ordinance is created. Therefore, an emergency is declared to exist and this  
Ordinance being necessary for the immediate preservation of the public peace,  
health and safety shall be in full force and in effect from after passage and  
approval.

8  
576-577

Dated: 2/26/24

Attest: Mary Ann Marshall  
County Clerk

Approved: Marvin Day  
County Judge - Marvin Day

Costs of Publication

IN THE COUNTY COURT OF CRAIGHEAD COUNTY

ARKANSAS

IN THE MATTER OF A CONSTRUCTION CONTRACT  
FOR THE NEW LIBRARY ADDITION TO THE  
CRAIGHEAD COUNTY AND JONESBORO PUBLIC  
LIBRARY (E.D.A. PROJECT #08-51-26716),  
AS DIRECTED BY THE QUORUM COURT OF  
CRAIGHEAD COUNTY.

FILED  
DEC 30 1977  
HAROLD THOMPSON  
County & Probate Court Clerk

CONSTRUCTION CONTRACT

Harrison Construction Company hereinafter called the contractor hereby contracts with Craighead County for the construction of a new addition to and expansion of the Craighead County and Jonesboro Public Library.

All responsibilities of the County and the contractor are provided in Attachment #1.

Payment for said construction shall be made upon qualified architectural inspection and shall be based upon methods specified in Attachment #1.

WITNESS:

HARRISON CONSTRUCTION COMPANY

Bonnie Minton

Sal W. Harrison

WITNESS:

CRAIGHEAD COUNTY

Marilyn M. Hall

By: [Signature]  
Craighead County Judge

Upon consideration of said contract the Court finds that the same is in all respects fair, just, and reasonable, and should be approved by the court.

IT IS THEREFORE CONSIDERED, ORDERED, AND ADJUDGED this 2nd day of Dec., 1977, that the above and foregoing contract is hereby ratified and confirmed by this Court, and that the County officials shall proceed to carry out in every respect and terms thereof.

[Signature]  
County Judge

A true copy of the original as filed for  
record this 30 day of Dec., 1977  
HAROLD THOMPSON, County Clerk  
By [Signature]

IN THE COUNTY COURT OF CRAIGHEAD COUNTY

ARKANSAS

FILED

AUG 8 1977

HAROLD THOMPSON  
County & Probate Court Clerk

IN THE MATTER OF A CONTRACT FOR  
ARCHITECTURAL SERVICES TO SUPERVISE  
AND DIRECT CONSTRUCTION RELATED  
ACTIVITIES ON THE CRAIGHEAD COUNTY  
AND JONESBORO PUBLIC LIBRARY  
EXPANSION AND RENOVATION PROJECT  
AS DIRECTED BY THE QUORUM COURT  
OF CRAIGHEAD COUNTY

CONTRACT FOR PROFESSIONAL  
SERVICES

Little, Maddox, and Standefer, Architects, Inc., hereby  
contracts with Craighead County to provide all architectural  
design and architectural services and inspection, as described  
in attachment #1.

Payment of services shall be based upon a percentage rate  
described in attachment #1.

All responsibilities of the County and Little, Maddox, and  
Standefer, Architects, Inc., are provided in attachment #1.

WITNESS:

LITTLE, MADDOX, AND STANDEFER, ARCHITECTS, IN

*Marilyn Hecox*

*Charles Little III*

WITNESS:

CRAIGHEAD COUNTY

*Dottie Whitman*

*Don R. Little*

Upon consideration of said contract the Court finds that the  
same is in all respects fair, just, and reasonable, and should be  
approved by the Court.

IT IS THEREFORE, CONSIDERED, ORDERED, AND ADJUDGED this  
day of \_\_\_\_\_, 1977, that the above  
and foregoing contract is hereby ratified and confirmed by this  
Court, and that the County officials shall proceed to carry out  
in every respect and terms thereof.

*Don R. Little*

COUNTY JUDGE

A true copy of the original as filed for  
record this 8th day of August 1977  
HAROLD THOMPSON, County Clerk  
By *Charles M. Little III*

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ORDINANCE NO. 2014-1

BE IT ENACTED BY THE QUORUM COURT OF CRAIGHEAD COUNTY, ARKANSAS,  
AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE TO AMEND AN INTERLOCAL COOPERATION AGREEMENT FOR  
CRAIGHEAD COUNTY TO PROVIDE AND ENHANCE LIBRARY SERVICES TO ALL  
PEOPLE WITHIN THE COUNTY TO THE FULLEST EXTENT PRACTICAL AND  
POSSIBLE.

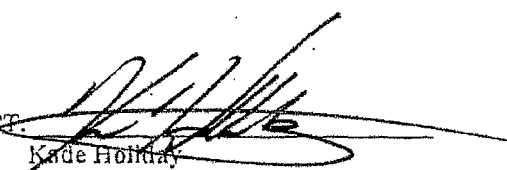
NOW THEREFORE, Be it enacted by the Quorum Court of Craighead County,  
Arkansas:

SECTION 1.

To authorize the Craighead County Judge to enter into an Interlocal  
Cooperation Agreement with Poinsett County setting forth the duties and obligations of both  
counties with respect to the Crowley's Ridge Regional Library created by the two parties to  
support library services in the two counties.

APPROVED: 

Judge Ed Hill  
CRAIGHEAD COUNTY JUDGE

ATTEST: 

Kade Holliday  
Craighead County Clerk

**FILED**

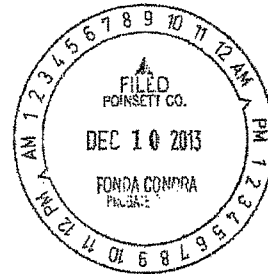
JAN 28 2014

KADE HOLLIDAY  
COUNTY & PROBATE COURT CLERK

DATE APPROVED: 1/27/14

**ORDINANCE NO. 2013-11**

Sponsor - J. C. Carter



**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF POINSETT,  
STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:**

**AN ORDINANCE TO AMEND AND INTERLOCAL COOPERATION AGREEMENT  
FOR POINSETT COUNTY TO PROVIDE AND ENHANCE LIBRARY SERVICES TO  
ALL PEOPLE WITHIN THE COUNTY TO THE FULLEST EXTENT PRACTICAL  
AND POSSIBLE.**

NOW THEREFORE, Be it enacted by the Quorum Court Poinsett County, Arkansas:

**SECTION 1:**

To authorize the Poinsett County Judge to enter into an Interlocal Cooperation Agreement with Craighead County setting forth the duties and obligations of both counties with respect to the Crowley's Ridge Regional Library created by the two parties to support library services in the two counties.

APPROVED: \_\_\_\_\_

*Charles Nix*  
Charles Nix  
Poinsett County Judge

ATTEST: \_\_\_\_\_

*Fonda Condra*  
Fonda Condra  
Poinsett County Clerk

DATE APPROVED: December 9, 2013



## **CROWLEY RIDGE REGIONAL LIBRARY INTERLOCAL COOPERATION AGREEMENT**

### **I. PARTIES**

This is an Interlocal Cooperation Agreement ("Agreement") made pursuant to Act 402 of 1997 and A.C. A. § 25-20-101 *et seq.* This Agreement is entered into by and between Craighead County, Arkansas, acting by and through its County Judge and Poinsett County, Arkansas, acting by and through its County Judge and amends a previous agreement between the counties dated January 1, 2008.

### **II. NAME**

Crowley Ridge Regional Library ("CRRL") is a separate legal entity created by the parties to support rural library services in Craighead and Poinsett counties.

### **III. PURPOSE**

Crowley Ridge Regional Library ("CRRL") was created by the Craighead County Jonesboro Public Library ("CCJPL") and the Poinsett County Library ("PCL") so that resources from each could be shared in a way that would enhance rural library services and benefit the greatest numbers of citizens in Craighead and Poinsett counties. To that end, the CRRL Board of Trustees shall develop a Regional Library Collection Development Policy with emphasis on rural library needs aimed at acquiring and distributing all types of library materials to the citizens of these respective counties. The main library of the CCJPL system will provide administrative and technical assistance to all CRRL branch libraries. Technology services will be provided by CCJPL to all CRRL branch libraries. The CCJPL automation system will provide access to all materials in all CRRL branch libraries. Policies and decisions related to the acquisition and maintenance of these technology services will be the sole responsibility of the CCJPL Board of Trustees.

### **IV. ORGANIZATION**

CRRL is governed by its Board of Trustees which consists of seven (7) members from the CCJPL Board of Trustees and five (5) members from the PCL Board of Trustees. The CCJPL Chairman serves as the CRRL Board Chairman and the PCL Board Chairman serves as the Vice-Chairman. The CCJPL Library Director or his designee serves as the ex-officio Secretary and ex-officio Treasurer of the CRRL Board.

Title to fixed assets held by the parties and used for library purposes at the time of the execution of this Agreement shall remain unchanged. Additional assets acquired with CRRL funds, state aid, grant monies, gifts and bequests made directly to CRRL shall become the assets of CRRL. Any assets obtained through CRRL for the purpose of construction of buildings or improvements to buildings owned by the respective county, city or non-profit entity shall not be considered assets of CRRL but instead shall be deemed assets of the said county, city or non-profit entity in which the building is located.

## **V. DURATION AND TERMINATION OF ASSOCIATION**

The term of this Agreement shall be for the period of January 1, 2014 to December 31, 2018. The parties to this Agreement will continually assess the programs and services offered by CRRL to determine whether the current Agreement as legally constituted should continue or be modified or canceled.

This Agreement may be modified from time to time by mutual consent of the parties hereto or it may be canceled or non-renewed by either party hereto upon sixty (60) days prior written notice to the other party. Notice of cancellation or non-renewal of this Agreement shall be in writing and delivered by certified mail to CRRL Board Chairman and to the Board Chairman for the party against whom the action is taken.

In the event this Agreement is canceled or not renewed, all equipment and materials owned by CRRL will be equitably distributed between the parties. All materials delivered to a branch library before any notice of termination or non-renewal shall remain in its location. All materials purchased or delivered after notice of cancellation or non-renewal shall be equitably distributed among the branch libraries of the respective counties before the effective termination date. Both parties to this Agreement shall be entitled to a pro rata distribution of any CRRL monies in existence as of the date of termination or non-renewal.

## **VI. GOVERNING BODY**

The CRRL Board of Trustees shall be the governing body and shall have the power, authority and the duties provided for in Act 742 of 1977. The CCJPL and PCL Boards shall continue to be solely responsible for the governance of their respective county library systems.

The CRRL Board of Trustees shall meet at least quarterly and at any other times deemed necessary to conduct the business of CRRL.

## **VII. FINANCING**

CRRL is an authorized recipient of state funds by virtue of meeting Standards for State Aid to public libraries. State aid will be the primary source for funding the activities approved by the CRRL Board of Trustees.

PCL hereby agrees to provide not less than twenty (20%) of its millage income each year to fund the CRRL materials budget as approved by the CRRL Board. This funding will be matched by CCJPL up to a maximum amount of \$75,000. All such materials will be selected and cataloged by the professional and paraprofessional staff of CCJPL and equitably distributed to the branch libraries in each county. The CRRL branch libraries include: McAdams Library in Lake City; Kohn Library in Monette; Caraway Public Library; Goldsby Library in Lepanto; Marked Tree Library; Poinsett County Library in Harrisburg; and West Poinsett Memorial Library in Weiner.

In addition to the millage income heretofore described, twenty (20%) percent of state funds received by CRRL will be placed in the CCJPL database budget. Upon CRRL Board approval, state funds shall also be utilized for CRRL expenditures (e.g., vehicles, postage or delivery fees, mileage, and travel) and may be transferred to CCJPL to cover the cost of administration, technology services, supplies and

other services beneficial to CRRL.

Each county library is responsible for maintenance of its own branch library facilities. Assistance for building management, including expansion and grant writing, is available upon request to the CCJPL administrative staff. Each county library agrees to provide available funds for necessary replacement of existing technology hardware. Reports of technology use will determine necessary hardware replacement.

County and branch library personnel for each county are the responsibility of each county's board with salaries to be paid from their respective county funds.

#### IX. EFFECTIVE DATE

The effective date of this Agreement shall be January 1, 2014, provided it has been duly approved by the parties, approved by the Arkansas Attorney General and filed with the County Clerks of each of the two participating counties.

#### CRAIGHEAD COUNTY

BY EO Nepp  
County Judge

BY James Dunbar  
Craighead County Jonesboro Public Library Board Chairman

#### POINSETT COUNTY

BY Charles W. [Signature]  
County Judge

BY Mary Nelson  
Poinsett County Library Board Chairman



**STATE OF ARKANSAS**  
**THE ATTORNEY GENERAL**  
**DUSTIN McDANIEL**

Opinion No. 2014-017

March 18, 2014

Ms. Nancy Dobbins, Business Manager  
Craighead County Jonesboro Public Library  
315 West Oak Avenue  
Jonesboro, Arkansas 72401-3594

Dear Ms. Dobbins:

This is in response to your request pursuant to A.C.A. § 25-20-104(f)(1) (Supp. 2013) for my review and approval of the renewal of an interlocal agreement between Craighead County, Arkansas and Poinsett County, Arkansas, entitled "Crowley Ridge Regional Library Interlocal Cooperation Agreement."<sup>1</sup>

My review indicates that the stated purpose of the agreement has remained unchanged, and includes the development of a "Regional Library Collection Development Policy with emphasis on rural library needs...."<sup>2</sup> According to my review, the agreement has been modified in only a few respects, pertaining specifically to the Library Director's service as ex-officio Secretary and Treasurer of the Board,<sup>3</sup> the term of the Agreement,<sup>4</sup> and the frequency of Board meetings.<sup>5</sup>

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<sup>1</sup> This office issued its approval of the previous Crowley Ridge Regional Library Interlocal Cooperation Agreement, the term of which was January 1, 2008 to December 31, 2013. Op. Att'y Gen. 2009-061.

<sup>2</sup> Agreement at Sect. III.

<sup>3</sup> *Id.* at Sec. IV.

<sup>4</sup> *Id.* at Sec. V.

<sup>5</sup> *Id.* at VI.

The Interlocal Cooperation Act requires that interlocal agreements for joint or cooperative action specify the following items:

- (1) The duration of the agreement;
- (2) The purposes of the agreement;
- (3) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for it;
- (4) The methods of accomplishing termination of the agreement and for the disposal of property (if any) upon termination;
- (5) Any other necessary and proper matters.<sup>6</sup>

In addition, if the interlocal agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, it must specify the following items:

- (1) Provisions for an administrator or a joint board that will be responsible for administering the joint or cooperative undertaking;
- (2) The manner of acquiring, holding, and disposing of real and personal property (if any) used in the joint or cooperative undertaking.<sup>7</sup>

The agreement must specify all of the above-listed items.

Having analyzed the agreement you have submitted, I find that it meets the above-outlined requirements of the law. It is therefore hereby approved in its current form.

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<sup>6</sup> A.C.A. § 25-20-104(c).

<sup>7</sup> *Id.* at (d).

Nancy Dobbins, Bus. Mgr.  
Craighead County Jonesboro Public Library  
Opinion No. 2014-017  
Page 3

Deputy Attorney General Elisabeth A. Walker prepared the foregoing opinion,  
which I hereby approve.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin McDaniel", with a stylized flourish at the end.

DUSTIN MCDANIEL  
Attorney General

DM:EAW/cyh

EMERGENCY ORDINANCE NO. 1978-5

AN ORDINANCE REENACTING AGREEMENTS BETWEEN THE CRAIGHEAD COUNTY PUBLIC LIBRARY AND THE JONESBORO PUBLIC LIBRARY AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CRAIGHEAD COUNTY QUORUM COURT:

Section 1. In compliance with section 90 of Act 742 of 1977 the Quorum Court of Craighead County does hereby adopt and reenact the herein attached agreement (attachment #1) between the Craighead County Free Library and the Jonesboro Public Library.

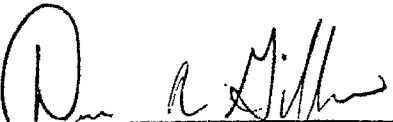
Section 2. The Craighead County Library Board is hereby empowered to enter into cooperative agreements with the Poinsett County Library Board necessary for the operation of the Crowley's Ridge Regional Library, provided however that any such agreements shall be submitted to the Quorum Court within thirty (30) days of their approval.

Section 3. It is the intent of this ordinance to comply with the provision of Section 90 of Act 742 of 1977. Furthermore, it is the intention of this ordinance to insure the continued cooperation of Craighead County with the City of Jonesboro and Poinsett County for the efficient operation of a Joint-Regional Library in Craighead County.

Section 4. Section 90 of Act 742 of 1977 requires that all inter-local agreement be reenacted or terminated by the Quorum Courts established under the authority of Admendment 55 to the Arkansas Constitution.

THEREFORE an emergency is declared to exist and this ordinance being necessary for the peace, health, and safety shall be in full force and effect from and after its passage.

2-27-78  
Date

  
County Judge

ATTEST:   
County Clerk

A G R E E M E N T

This agreement made and entered into in duplicate on this July 29, 1941,  
WITNESSETH:

WHEREAS, a County Free Library generally known as Craighead County Free Library has been duly organized and is functioning under and by virtue of the terms and provisions of Act No. 244 of the Acts of Arkansas of 1927 with its principal place of business or office in the Craighead County Courthouse at Jonesboro, Arkansas, and

WHEREAS, by proper action of the City Council of the City of Jonesboro, Arkansas, a public library has been duly and fully organized and is functioning under and by virtue of the terms and provisions of Act No. 177 of the Acts of Arkansas approved March 25, 1931, occupying and having full control and right of user by Lease Contract duly executed of that real estate and building at 302 West Washington Avenue in the City of Jonesboro Craighead County, Arkansas, more particularly described as follows, to-wit:

Commencing at a stake thirty (30) feet west of the southwest corner of Block E of the Original Survey of the Town of Jonesboro, Arkansas, thence North one hundred and ten (110) feet, thence West ninety (90) feet, thence South one hundred and ten (110) feet, thence East ninety (90) feet, to place of beginning, same being a part of Section Eighteen (18) in Township Fourteen (14) North, Range Four (4) East; and

WHEREAS, it is the desire and purpose of said Craighead County Free Library and Jonesboro Public Library through their respective Boards of Directors or trustees duly qualified and acting, to the end of more complete, efficient and economical service, to consolidate their resources as they are duly authorized to do under the terms of the acts above mentioned.

NOW, THEREFORE, in consideration of the premises the said Craighead County Free Library as First Party and the said Jonesboro Public Library as Second Party, do agree and undertake as follows:

1. All of the books, facilities and equipment of First Party shall be moved into the said building now occupied by Second Party at 302 West Washington Avenue, Jonesboro, Arkansas, above more particularly described, on July 1, 1941, or as soon thereafter as practicable. Thereafter the physical assets and facilities of the two libraries including books, bookcases, shelves, desks and periodicals shall be combined and consolidated and operated as one consolidated public library. Second Party shall furnish the building and real estate above described as part of its contribution to the enterprise. The books, other assets and facilities resulting from the consolidation shall be used in serving Craighead County as provided and contemplated by Act No. 244 of 1927 for county libraries; and also in serving the city of Jonesboro as provided and contemplated by Act No. 177 of 1931, for Municipal Libraries.

2. All of the physical properties mentioned and described above shall remain and be the separate property of the party hereto which furnishes them, and, shall be identified by mark or otherwise in such manner as always to be distinguished as the property of said party. Later acquisitions and additions of books or other physical equipment shall likewise remain and be the separate property of the party hereto which shall furnish same and shall be identified by such mark or identification as may be necessary for its purpose.

3. While the identity of each party hereto shall be in all respects preserved for the performance of the functions intended by the Act creating it, the respective Boards of the parties hereto may delegate their officers, by which is meant, the President, Vice-President and Secretary or Recorder, to be members of a governing or an administrative Board composed of six persons. While the formation of such a governing board is optional, if designated it shall have charge of the actual operation and administration of the consolidated library.

4. The present county librarian, Miss Elizabeth Malone, being under contract and being qualified shall retain her position as Librarian of the said consolidated library until January 1, 1942, at which time further tenure of that office shall be determined in joint meeting of the Boards of the parties hereto or by the governing board, if one be selected. The Boards of the parties hereto in joint meeting or the governing board, if selected, shall determine the number of assistants necessary for proper and effective operation of the said consolidated library and the salary or remuneration to be paid to each employee. The disbursement of revenue, when collected and received by the parties hereto, shall be determined and controlled by the boards in joint meeting or by the governing board, if one be selected.

5. This contract may be terminated by either party hereto by resolution of its board and sixty days notice thereof to the other party.

WITNESS the hands and seals of the undersigned, the day and year above mentioned, each being hereunto duly authorized and directed by proper resolution of the respective boards of the parties hereto.

CRAIGHEAD COUNTY FREE LIBRARY

By OSCAR E. WYATT, PRESIDENT  
FIRST PARTY

ATTEST: ELIZABETH MALONE  
SECRETARY

JONESBORO PUBLIC LIBRARY

By MRS. DAVID F. ELLIOTT, PRESIDENT  
SECOND PARTY

ATTEST: MRS. HOWARD C. STUCK  
SECRETARY



Term 19

Day, 19

## ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF CRAIGHEAD } SS

On this 28 day of July, 1941, before me, J. R. Gregson, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named OSCAR E. WYATT and ELIZABETH MALONE to me personally well known who stated that they were the PRESIDENT and SECRETARY of the CRAIGHEAD COUNTY FREE LIBRARY organized and existing under the terms and provisions of Act #244 of 1927, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of July, 1941.

(SEAL)

My Commission Expires: Nov. 1, 1944

J. R. GREGSON  
Notary Public

## ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF CRAIGHEAD } SS

On this 28 day of July, 1941, before me, J. R. Gregson, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named MRS. DAVID F. ELLIOTT and MRS. HOWARD C. STUCK to me personally well known, who stated that they were the PRESIDENT and SECRETARY of the JONESBORO PUBLIC LIBRARY organized and existing under the terms and provisions of Act #177 of 1931, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of July, 1941.

(SEAL)

My commission expires Nov. 1, 1944.

J. R. GREGSON  
Notary Public

Filed and Recorded September 14, 1949.

FRANCIS WARD, COUNTY CLERK

BY Allen Robinson, D.C.

September 9, 1949. It is now ordered that court do now adjourn until September 19, 1949.  
September 19, 1949. Court met pursuant to adjournment, present and presiding same as  
September 9, 1949.

## IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

## IN THE MATTER OF SUBDISTRICT OF DRAINAGE DISTRICT 16.

## ORDER

The County Court of Craighead County finds that a petition has been filed by the Commissioners of Drainage District 16 praying that a subdistrict be formed out of Drainage District 16 and that this petition has been signed and filed by more than three owners of Drainage District 16 who live on the proposed subdistrict.

The court further finds that a preliminary survey has been made and filed of the area proposed to be included in subdistrict of Drainage District 16, as follows:

SECTION 11, S $\frac{1}{2}$  of SW $\frac{1}{4}$  Section 12, W $\frac{1}{2}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 13; Sections 14 and 15, E $\frac{1}{2}$  of Section 22, Section 23, W $\frac{1}{2}$  and W $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24, W $\frac{1}{2}$  of Section 25, Section 26, E $\frac{1}{2}$  of Section 27, E $\frac{1}{2}$  of Section 34, Section 35 and W $\frac{1}{2}$  of Section 36, all in Township 13 North, Range 3 East, Craighead County, Arkansas,

and that the aforementioned lands are partly within and partly without Drainage District No. 16.

The Court further finds that a notice as required by Sec. 21-509 of the Arkansas Statutes 1947 has been published for the required two weeks in a newspaper of Craighead County, calling upon all persons owning property in the said subdistrict to appear before the court on the date of September 19, 1949, to show cause in favor of or against the establishment of the said subdistrict. This meeting was held and the court heard the testimony of the land owners in the proposed subdistrict.

It is ordered by the County Court of Craighead County that the organization of the proposed said subdistrict will be conducive to the public health, convenience and welfare and to the interest of owners of real property therein, and so it is ordered that subdistrict No. 1 of Drainage District 16 is established and exist according to law, and that the said subdistrict will be known as Subdistrict No. 1 of Drainage District 16, and that the commissioners of Drainage 16, Stephen Dunn, Caspin Mattix and James Wimpy, are appointed as commissioners of subdistrict No. 1.

Term 19

Day, 19

## AGREEMENT BETWEEN THE ARKANSAS LIBRARY COMMISSION AND THE CRAIGHEAD COUNTY LIBRARY BOARD

This agreement between the Arkansas Library Commission and the Craighead County Library Board shall determine the rights and obligations of each party to this agreement as follows:

## THE ARKANSAS LIBRARY COMMISSION:

1. Will purchase for and lend to the Craighead County Library Board \$11,114.00 worth of books, magazines, and newspapers before July 1, 1941. This material is to remain on loan as long as this agreement is not broken. 50% of this fund will be spent for Children's books; 20% for adult fiction; 25% for adult non-fiction; and 5% for magazines and newspapers. \$5670.00 of the amount will be used before July 1, 1940, and \$5444.00 will be used between July 1, 1940, and July 1, 1941.
2. Will pay \$930.00 on the personnel of Craighead County Library before July 1, 1941, provided the Craighead County Library pays an equal amount on the same personnel salary. \$330.00 to be paid by July 1, 1940, and the balance by July 1, 1941.
3. Will give through its Executive Secretary all assistance possible in the selection of the material to be purchased and its organization and administration.

## THE CRAIGHEAD COUNTY LIBRARY BOARD:

1. Agrees to use the material loaned to it by the Arkansas Library Commission for the establishment of free county-wide library service in Craighead County according to Act 244 of the Acts of Arkansas, 1927, entitled: An Act to Authorize Counties to Establish and Maintain County Free Libraries.
2. Agrees that in the event it fails to fulfill any one or more of its obligations as stated in this agreement the Arkansas Library Commission may withdraw all material purchased and loaned to it and may be released from purchasing and lending further material.
3. Agrees to maintain in Jonesboro such quarters as may be needed for the effective care, preparation, and distribution of the material loaned to it by the Arkansas Library Commission and to furnish these quarters with such library equipment as shelves, chairs, tables, and desks as may be needed.
4. Agrees to prepare lists of reading material with correct bibliographical information information such as author, title, publisher, date list price, for submission to the Arkansas Library Commission as possible purchases for loan to it and to abide by the decisions of the Commission as to the advisability of the purchaser of such materials.
5. Agrees to be responsible for the administrative details in the preparation of the books loaned to it. These details will include such processes as: checking books received with bills rendered to the Commission; making entry of purchase; stamping material with property mark of the Arkansas Library Commission; preparing accession records and sending a duplicate accession record to the Commission; fixing pockets and cards, date dues, etc.; making shelf list, classifying and cataloging; keeping necessary circulation records, etc.
6. Agrees to purchase such supplies as may be needed in the performing of the administrative details.
7. Agrees that by March 4, 1940, it will have taken definite steps toward fulfilling this agreement.
8. Agrees to have on the staff of the Craighead County Library not later than February 1, 1940, a full time worker who has a degree in library science from an accredited library school and to keep on the staff thereafter at least one person with this minimum qualification as long as books from the Arkansas Library Commission remain on loan.
9. Agrees to provide a means or method whereby material loaned to it by the Commission may be made reasonably accessible to the rural residents of the county and to permit free use by them of such other resources as it may have.
10. Agrees to be responsible for recovering from individual borrowers the cost price of such material as is the property of the Arkansas Library Commission which they may lose and to reimburse the Commission for the loss of this material. It further agrees to carry such insurance as may be necessary to protect the property of the Commission from loss by fire, tornado, or water.

Signed:

For the Craighead County Library Board

O. R. RANKIN  
Co. Judge

For the Arkansas Library Commission

MRS. CARROLL BISHOP

Filed and Recorded September 14, 1949.

FRANCIS WARD, COUNTY CLERK

BY W. L. Johnson, D.C.

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