



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, October 3, 2017

5:30 PM

Municipal Center

NOMINATING & RULES SPECIAL CALLED MEETING AT 4:30 P.M.

Council Chambers, Municipal Center

PUBLIC SERVICES SPECIAL CALLED MEETING AT 4:45 P.M.

Council Chambers, Municipal Building

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

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.

MIN-17:110 Minutes for the City Council meeting on September 19, 2017

Attachments: [Minutes](#)

RES-17:145 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE EXECUTION OF THE LEASE AND AGREEMENT BY AND BETWEEN THE CITY OF JONESBORO AND COLSON CORPORATION FOR THE PURCHASE OF THE LEASED PREMISES

Sponsors: Mayor's Office

Attachments: [Colson Lease.pdf](#)
[Colson Exhibit A.pdf](#)
[Colson Purchase Option Letter.pdf](#)
[Building Facilities Minutes September 13 2017](#)

Legislative History

PUBLIC SERVICES PROGRAM.

Sponsors: Grants**Attachments:** [FT Agreement](#)**Legislative History**

9/26/17	Finance & Administration Council Committee	Recommended to Council
---------	---	------------------------

RES-17:151

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM.

Sponsors: Grants**Attachments:** [WENA Agreement](#)**Legislative History**

9/26/17	Finance & Administration Council Committee	Recommended to Council
---------	---	------------------------

7. UNFINISHED BUSINESS*ORDINANCES ON SECOND READING***ORD-17:070**

AN ORDINANCE AUTHORIZING RAISES FOR ELECTED OFFICIALS

Sponsors: Finance**Legislative History**

8/29/17	Finance & Administration Council Committee	Recommended to Council
9/5/17	City Council	Held at one reading
9/19/17	City Council	Amended

ORD-17:071

AN ORDINANCE TO AMEND THE ALCOHOL ORDINANCE OF THE CITY OF JONESBORO AND ADD SECTION 6-30 TO ARTICLE II PERMITS

Sponsors: Mayor's Office and Police Department**Attachments:** [Jonesboro Application for Private Club Permit.docx](#)
[Jonesboro Application for Change in Business Operation of Private Club.docx](#)
[Jonesboro Application for Transfer of Location of Private Club Permit.docx](#)**Legislative History**

9/5/17	Public Safety Council Committee	Recommended to Council
9/19/17	City Council	Held at one reading

*ORDINANCES ON THIRD READING***ORD-17:074**

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT

Sponsors: Grants

Legislative History

9/12/17	Finance & Administration Council Committee	Recommended to Council
9/19/17	City Council	Waived Second Reading

ORD-17:076 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO C-3 FOR PROPERTY LOCATED AT 800 SOUTHWEST DRIVE AS REQUESTED BY FIRST NATIONAL BANK

Attachments: [Survey for First National Bank of Paragould](#)
[Certified Receipts](#)
[Council Staff Summary](#)
[Deed](#)
[Neighborhood Letter and Meeting Minutes](#)
[600 ft buffer around 800 Southwest Drive](#)
[Aerial View of Location](#)
[Affidavit of Compliance](#)
[Application](#)

Legislative History

9/19/17	City Council	Waived Second Reading
---------	--------------	-----------------------

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-17:110 **Version:** 1 **Name:** Minutes for the City Council meeting on September 19, 2017
Type: Minutes **Status:** To Be Introduced
File created: 9/21/2017 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on September 19, 2017
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Minutes for the City Council meeting on September 19, 2017



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, September 19, 2017

5:30 PM

Municipal Center

PUBLIC SERVICES COMMITTEE MEETING AT 4:30 P.M.

NOMINATING & RULES SPECIAL CALLED MEETING AT 4:45 P.M.

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

PUBLIC WORKS COMMITTEE SPECIAL CALLED MEETING AT 5:15 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL

Present 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent 3 - Mitch Johnson; Gene Vance and Joe Hafner

4. SPECIAL PRESENTATIONS

COM-17:061

HOPE WEEK PROCLAMATION PRESENTED BY MAYOR PERRIN TO JUNE MORSE

Sponsors: Mayor's Office

Mayor Perrin announced Sept. 23-30 will be Hope Week in the city.

This item was Filed.

COM-17:064

PROCLAMATION PRESENTATION BY MAYOR PERRIN TO JANE McDANIEL FOR GO PINK FOR THE CURE DAY

Sponsors: Mayor's Office

Ms. McDaniel announced April 28, 2018, will be the next Race for the Cure in Jonesboro. They were very grateful for the support from the city and the businesses. This year over 4,000 people walked in the event.

Mayor Perrin stated October 6, 2017, will be Go Pink for the Cure Day. Ms. McDaniel added they will be providing free mammograms to the uninsured and underinsured on

October 6th at Temple Baptist Church.

This item was Filed.

COM-17:060

PRESENTATION OF THE MULTI-FAMILY RESIDENTIAL DEVELOPMENT GUIDELINES BY CITY PLANNER, DERREL SMITH

Sponsors: Planning

Attachments: [Highlights to Multi-Family Design Guidelines.pdf](#)
[DesignGuidelinesforMultiFa \(4th Draft\).pdf](#)

City Planner Derrel Smith presented proposed guidelines for multi-family development (see attached guideline book and presentation). Mayor Perrin explained he had asked Mr. Smith to look at other cities and how they handle things because sometimes, if you're not careful, multi-family units are built and within three or four years they don't look very good at all. He noted good questions have been asked, even before the meeting. Councilman Long had asked if these guidelines apply to duplexes and triplexes. These proposed guidelines are for multi-family, which are the bigger units. They can go back and add duplexes and triplexes later in order to come up with their own legislation. He has received negative comments about duplexes and how they are built and maintained during the ward meetings. They definitely want to look at something for duplexes and triplexes. But, in regards to multi-family, if someone wants to build in town he doesn't see anything wrong with having these types of standards for builders to follow.

Councilman Long also noted this is for new construction only. Existing multi-family could still be renovated with the same type of materials that were originally on it. Mr. Smith agreed.

Councilman McClain asked if they should go ahead and include something for duplexes before they get too far into this process. Mayor Perrin explained he would like Mr. Smith to, after the ward meetings are over, to start looking at duplexes. He doesn't want to tie it into these proposed guidelines, though. He would rather it be separate.

Councilman Moore agreed. He referred to twenty or thirty duplexes that are being built on the west side with no trim or landscaping. They're just a square box with no trees and a concrete paved drive. While there are some things in these proposed guidelines that aren't applicable to duplexes and triplexes, like bike trails and signage, about 90% of these proposed guidelines should apply. He would expect something to be proposed almost immediately. Mayor Perrin stated they will be glad to do that.

Councilman Frierson then questioned when the Council should expect an ordinance to approve these guidelines. Mayor Perrin answered in about two to four weeks they should have an ordinance to present. Councilman Frierson stated he thinks the duplexes and triplexes could be included in that amount of time so they can take care of both. Mayor Perrin stated they can do that.

Councilman Street asked if this would also be applicable to major condo projects. Mr. Smith answered if the project falls under multi-family projects, then it would be applicable. He added in regards to the duplexes and triplexes, he could go in and make a few changes to include that if needed. But, if it comes to them and goes through a multi-family review then they would look at these standards.

Councilman Long clarified this would be applicable to quads and above. They would look at something less for duplexes and triplexes. Mayor Perrin agreed. He also agreed

with Councilman Moore in that they can pull things from these proposed guidelines to be applicable to duplexes and triplexes. Councilman Long stated he thinks it would promote renovation of existing multi-family and put into place good guidelines for future multi-family developments. Mayor Perrin noted he thinks they will see developers buy older properties and clean them up since these guidelines are for new construction.

Councilman Moore questioned if they included a percentage of remodel to trigger the proposed new guidelines. For instance, if an apartment complex burned and had to be completely rebuilt and remodeled, is there a percentage of renovation that would require them to be under the proposed guidelines. Mr. Smith answered these guidelines are strictly for new construction, but if they would like to add a percentage for remodels then they can add that. Councilman Moore explained he thinks they can stick with new construction for now, but they may want to eventually think about a percentage.

Councilman McClain asked if something is going to be done for commercial property. Mr. Smith answered he can put something together, but he doesn't know if they would want to do it for every commercial property. But, he can put something together regarding main corridors, etc. Councilman Frierson added he doesn't think it should be included with this set of guidelines; rather, it should be done separately. Councilman Long referred to the new office building across the street from Lowe's on Fairpark that houses Blue Cross Blue Shield. There are minimal entrances, green space in the front, and it looks really nice.

This item was Filed.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Approve the Consent Agenda with the exception of RES-17:133 and RES-17:138. The motioned PASSED.

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

MIN-17:101

Minutes for the City Council meeting on September 5, 2017

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

RES-17:121

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO

Sponsors: Engineering

Attachments: [Conceptual Design Rotary Club FOA](#)
[Rotary Club](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-119-2017

RES-17:131

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT

Sponsors: Engineering

Attachments: [Plat](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-120-2017

RES-17:135

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT(ESG) FOR HOMELESSNESS PREVENTION

Sponsors: Grants

Attachments: [ESG Sub-Grant Agreement - DHS](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-121-2017

RES-17:136

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE RACE ST. SIDEWALK & RR PEDESTRIAN. CROSSING (2017:26)

Sponsors: Engineering

Attachments: [Contract Documents 2017 26](#)
[Bid Tab](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-122-2017

RES-17:142

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2018 STEP SUBGRANT AWARD

Sponsors: Police Department and Grants

Attachments: [Sub-award Agreement 09062017](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-123-2017

6. NEW BUSINESS

RES-17:133

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY

Sponsors: Engineering

Attachments: [Stormwater Utility Proposal](#)

Councilman McClain asked if it should have been bid out due to the amount. Mayor Perrin explained they did put out an RFQ and went through all of the submissions. Fisher & Arnold are more experienced than the others who submitted an RFQ, which is why they went with Fisher & Arnold.

A motion was made by Councilman Charles Frierson, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long;David McClain and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Enactment No: R-EN-124-2017

RES-17:138

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH JACKSON'S CONSTRUCTION FOR THE DAVID PURYEAR DRIVEWAY REPLACE AND REPAIR (2017:27)

Sponsors: Grants

Attachments: [Contract Documents 2017-27](#)

Councilman McClain abstained from discussion and voting on this item due to his professional relationship.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.

Aye: 8 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Abstain: 1 - David McClain

Enactment No: R-EN-125-2017

ORDINANCES ON FIRST READING

ORD-17:071

AN ORDINANCE TO AMEND THE ALCOHOL ORDINANCE OF THE CITY OF JONESBORO AND ADD SECTION 6-30 TO ARTICLE II PERMITS

Sponsors: Mayor's Office and Police Department

Attachments: [Jonesboro Application for Private Club Permit.docx](#)

Councilman Moore motioned, seconded by Councilman Long, to suspend the rules and

read the ordinance by title only. All voted aye.

Councilman Gibson motioned, seconded by Councilman Frierson, to amend the ordinance. He read the ordinance amendment. All voted aye.

Councilman Moore asked that the ordinance be read at three separate meetings.

City Attorney Carol Duncan explained the ABC Board has changed or is supposedly changing their regulations to require the city to consider not just new applicants, but also transfers in business locations. They didn't want the city to adopt an ordinance that would immediately have to be amended once the state passes those new regulations, which she thinks will happen in the next 30 days if it hasn't passed already.

This ordinance was Held at one reading.

ORD-17:074

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT

Sponsors: Grants

Councilman Street motioned, seconded by Councilman Long, to suspend the rules and offer the ordinance by title only. All voted aye.

Chief Financial Officer Suzanne Allen explained this is the homeless agreement. The agreement doesn't start until October 1st, so it could be held to another meeting if they want.

A motion was made by Councilman Charles Frierson, seconded by Councilwoman Ann Williams, to Waive Second Reading. The motion PASSED with the following vote.

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

ORD-17:076

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO C-3 FOR PROPERTY LOCATED AT 800 SOUTHWEST DRIVE AS REQUESTED BY FIRST NATIONAL BANK

Attachments: [Survey for First National Bank of Paragould](#)
[Certified Receipts](#)
[Council Staff Summary](#)
[Deed](#)
[Neighborhood Letter and Meeting Minutes](#)
[600 ft buffer around 800 Southwest Drive](#)
[Aerial View of Location](#)
[Affidavit of Compliance](#)
[Application](#)

Councilman McClain abstained from discussion and voting on this ordinance due to his professional relationship.

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules

and read the ordinance by title only. All voted aye, with the exception of Councilman McClain who abstained from voting.

Councilman Frierson asked if there was any opposition to the rezoning. Mr. Smith answered no.

A motion was made by Councilman Charles Frierson, seconded by Councilman John Street, to Waive Second Reading. The motion PASSED with the following vote.

Aye: 8 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

Abstain: 1 - David McClain

RESOLUTIONS TO BE INTRODUCED

RES-17:122

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property located at 650 W. Monroe, Owner: Linda Lea Ball.

Sponsors: Code Enforcement

Attachments: [county data](#)
[inspection report](#)
[Limited Title Search](#)
[Tax Info](#)
[Vesting Deed](#)
[Pic1](#)
[Pic2](#)
[Pic3](#)
[Pic4](#)

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

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

Enactment No: R-EN-126-2017

RES-17:123

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property located at 2420 Dudley, Owner: Lindy Holdings.

Sponsors: Code Enforcement

- Attachments:** [county data](#)
[inspection report](#)
[Limited Title Search](#)
[Tax Info](#)
[Vesting Deed](#)
[pic1](#)
[pic2](#)
[pic3](#)
[pic4](#)

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

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long;David McClain and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Enactment No: R-EN-127-2017

RES-17:124

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property located at 1901 National, Owner: Cambridge Capital Investments LLC.

Sponsors: Code Enforcement

- Attachments:** [county data](#)
[inspection report](#)
[Limited Title Search](#)
[Tax Info](#)
[Vesting Deed](#)
[pic3](#)
[pic2](#)
[pic1](#)

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

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long;David McClain and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Enactment No: R-EN-128-2017

RES-17:125

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property located at 1005 Cottonbelt, Owner: Charles Painter.

Sponsors: Code Enforcement

- Attachments:** [pic1](#)
 [county data](#)
 [inspection report](#)
 [Limited Title Search](#)
 [Tax Info](#)
 [VESTING DEED](#)

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

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long;David McClain and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Enactment No: R-EN-129-2017

RES-17:140

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH CROWLEY’S RIDGE DEVELOPMENT COUNCIL TO COLLABORATE IN THE REHABILITATION ACTIVITIES FOR RESIDENTIAL FACILITIES FOR THE 2016 CDBG ACTION PLAN

Sponsors: Grants

Attachments: [MOU for CRDC and CDBG](#)

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

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Chris Gibson;Charles Coleman;Bobby Long;David McClain and LJ Bryant

Absent: 3 - Mitch Johnson;Gene Vance and Joe Hafner

Enactment No: R-EN-118-2017

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-17:070

AN ORDINANCE AUTHORIZING RAISES FOR ELECTED OFFICIALS

Sponsors: Finance

Councilman Moore noted he has asked that this ordinance be read three different times.

Curtis Montgomery, 1704 Smoot Drive, spoke in opposition of the ordinance. He explained he doesn't think the ordinance is proper. He doesn't think it speaks well of the Council or Mayor that this ordinance is going to be approved by this body. They are elected by the people and the citizens are their employer and put them in office. The citizens should have a say about raising salaries or the prolonging or putting them off. Anything else does not speak well for the Council. He is serious about the issue and so are other people. He suggested having a special vote on the issue and let the

people say yes or no. Or, postpone the issue until a better time. He said it's absurd to vote for themselves a pay raise. It will be on their reputation and there are people who don't like it. He further explained they can wait until the next election and put it on the ballot then in order to let the people who are their employer to make the decision.

Councilman McClain thanked Mr. Montgomery for stating his concerns. He agrees and thinks the city has more pressing issues than this.

Councilman McClain motioned to amend the ordinance to omit Section 2, taking out the retroactive clause. City Attorney Duncan clarified that she thinks they can make an amendment to the ordinance even with it being on second reading. Councilman Moore stated a second was not needed for the motion because, according to their rules, any amendment can be proposed before the third reading.

A motion was made by Councilman David McClain that this ordinance be Amended. The motion PASSED with the following vote.

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

ORDINANCES ON THIRD READING

ORD-17:059

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR OVERHEAD DOOR REPLACEMENT FOR THE PUBLIC WORKS BUILDING AT 2603 DAN AVENUE.

Sponsors: Finance

Attachments: [Overhead Door estimates](#)
[Updated overhead door information](#)
[Email from Suzanne Allen](#)

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

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

Enactment No: O-EN-060-2017

ORD-17:061

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES SEC. 117-2 AND SEC. 117-107 TO DEFINE AND PROVIDE ZONING CLASSIFICATIONS FOR PHARMACIES, MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA CULTIVATION CENTERS

Sponsors: Metropolitan Area Planning Commission and Planning

Attachments: [Map Locations](#)

Councilman Moore asked if there were any amendments since the first reading. Mayor Perrin answered no.

A motion was made by Councilman Chris Moore, seconded by Councilman

Chris Gibson, that this matter be Passed . The motion PASSED with the following vote.

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

Enactment No: O-EN-061-2017

ORD-17:069

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-3, LUO COMMERCIAL, LIMITED USE OVERLAY TO C-3, GENERAL COMMERCIAL FOR PROPERTY LOCATED AT 3012 PARKWOOD ROAD AS REQUESTED BY KRISTY HARVEY

Attachments: [Application.pdf](#)
[Plat and Map.pdf](#)
[Plat.pdf](#)
[Aerial View of Location.pdf](#)
[Staff Summary 17-23 3012 Parkwood Road - City Council.pdf](#)
[Ordinance.pdf](#)
[Certified Mail Receipts.pdf](#)

Councilman Street asked if there have been any amendments or any opposition. Mr. Smith answered no.

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

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

Enactment No: O-EN-062-2017

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Last month, the city had a good month with building permits. \$18 million total, with \$11.5 million in commercial and \$6.7 million in residential.

Wards meetings have started. The second one was last night. The last meeting will be this coming Monday, Sept. 25th, at Allen Park. They are showing a presentation of what the city has done in each ward this year and what is being planned for each ward.

Doug Tapp, who is over the Land Bank in Little Rock, has confirmed a meeting date. It will be October 11th. He will be calling that later on. He will provide food for everyone. Mr. Tapp will discuss the process of a land bank.

The medical marijuana ordinance has just been completed. He was informed there have been five applications for dispensaries in Jonesboro, but none for cultivation centers.

October 3rd, the day of the next regular City Council meeting, will be National Night

Out. The city's process says if the Council can't meet on a regularly scheduled day, then the meeting is moved to the immediate Thursday. But, October 5th, that Thursday, is the night of the Chamber of Commerce banquet, which people will be attending. He recommended keeping the October 3rd Council meeting date. There shouldn't be a lot of discussion at the next meeting.

Again, Ms. Allen will be leaving on Friday. He appreciates the work she has done for the city. The city has had 6-7 years of complete, clean audits which speaks well for the Finance Department. The department heads do an exceptional job and don't buy anything unless they need it. Next year will be real tight. They are looking at cutting possibly some big items, such as Fixed Assets or Capital Improvements. In regards to salaries, if nothing changes, then they will have to put a freeze on salaries. If there's a position that is to be replaced, that's fine, but he recommends no new positions in 2018.

As he's said in the past, in 3-5 years the city will need to look at a tax because the city won't have enough money in reserves to operate. They will be going through the budget by line item in 2018 to show where money goes. They know they work for the citizens of Jonesboro. He wants a balanced budget every year. It will be tough to balance this budget because expenses go up. Even at a 4.5% increase, they are still looking at \$300,000-\$400,000 increase in health insurance. They will have to quit worrying about wants possibly some needs for 2018. He understands who his boss is and so does this Council.

COM-17:062

Financial statements for the Jonesboro Airport Commission for August, 2017

Sponsors: Municipal Airport Commission

Attachments: [JAC Jonesboro Airport Financials 08 17](#)

Mayor Perrin noted that things are going really well at the Airport, particularly with fuel costs.

This item was Filed.

COM-17:065

CITY OF JONESBORO FINANCIAL REPORTS

Sponsors: Finance

Attachments: [Required Reserves July 2017.pdf](#)
[07-2017 State Turnback Report.pdf](#)
[2017 July Hotel tax Comparison.pdf](#)
[July 2017 Expenditure Report .pdf](#)
[July 2017 Revenue Report .pdf](#)
[07 2017 Sales tax.pdf](#)
[2017 July Franchise tax report.pdf](#)
[July 2017 deposit Collateralization Report - Copy.pdf](#)
[July 2017 Rev, Exp and Changes in FB.pdf](#)

Mayor Perrin stated he thinks the Council members have received those reports. The reports for this last month are being worked on and should be going out to them in the next week. So far, everything is being hit on budget. He reminded the Council Ms. Allen will be leaving the city this Friday. The 2018 budget process has already started. In regards to expenses, with the salaries set this past year, they have gotten the 2018

budget from \$12 million in the hole to \$10.8 million. That will mean they will have to pull down several million from reserves in 2018. The \$3.4 million from last year added another 2% to the 2018 budget. Ms. Allen has agreed to work with him and Councilman Hafner, chair of the Finance Committee, to continue the budget process. They have had some interviews and have two good candidates for the CFO position.

This item was Filed.

9. CITY COUNCIL REPORTS

Councilman Street thanked Ms. Allen for her work. He noted the fair is going on. He encouraged everyone to attend the fair at Nettleton Baptist Church. He then questioned whether the airline will be going to New Orleans. Mayor Perrin stated the airline is still working on it. There's a subsidy on the federal budget for that.

Councilman Long thanked Ms. Allen.

Councilman Gibson noted the Nominating & Rules Committee was supposed to meet earlier tonight, but due to lack of a quorum they couldn't meet. The meeting will be held October 3, 2017, at 4:30 P.M.

Councilwoman Williams stated the turnout at the recent ward meeting was good. They got some good recommendations. Mayor Perrin agreed. They used to have six meetings, but cut it back to three this year and got a better turnout so they will probably stay with that in the future.

Councilmen Coleman and Frierson thanked Ms. Allen.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Frierson, that this matter be Adjourned . The motion PASSED with the following vote.

Aye: 9 - Ann Williams; Charles Frierson; Chris Moore; John Street; Chris Gibson; Charles Coleman; Bobby Long; David McClain and LJ Bryant

Absent: 3 - Mitch Johnson; Gene Vance and Joe Hafner

_____ Date: _____

Harold Perrin, Mayor

Attest:

_____ Date: _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-17:145	Version:	1	Name:	Sale of land to Colson Corporation
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/13/2017	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE EXECUTION OF THE LEASE AND AGREEMENT BY AND BETWEEN THE CITY OF JONESBORO AND COLSON CORPORATION FOR THE PURCHASE OF THE LEASED PREMISES				
Sponsors:	Mayor's Office				
Indexes:	Property sale				
Code sections:					
Attachments:	Colson Lease.pdf Colson Exhibit A.pdf Colson Purchase Option Letter.pdf Building Facilities Minutes September 13 2017				

Date	Ver.	Action By	Action	Result
9/19/2017	1	Public Works Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE EXECUTION OF THE LEASE AND AGREEMENT BY AND BETWEEN THE CITY OF JONESBORO AND COLSON CORPORATION FOR THE PURCHASE OF THE LEASED PREMISES

WHEREAS, the Colson Group has set forth its option to purchase the leased premises located at 3700 Airport Road, Jonesboro, AR; and

WHEREAS, per the terms of the original lease agreement dated November 1, 1968, the purchase option price is One Hundred Dollars (\$100.00); and

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

Section 1: The City of Jonesboro accepts the purchase price of \$100.00 for the sale of Colson Caster, LLC.

Section 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents to effectuate this contractual agreement.

LEASE AND AGREEMENT

This LEASE AND AGREEMENT made this first day of November, 1968, by and between the CITY OF JONESBORO, ARKANSAS (called "Lessor") and THE COLSON CORPORATION, a corporation organized under and existing by virtue of the laws of the State of Ohio, but authorized to do business in the State of Arkansas (called "Lessee"):

WITNESSETH:

WHEREAS Lessor is a duly organized and existing municipality, a City of the first class, under the laws of the State of Arkansas with full and lawful power and authority to enter into this Lease and Agreement, acting by and through its City Council, in the public interest and for a public purpose, in securing and developing industry, providing employment and adding to the welfare and prosperity of the Lessor and its inhabitants, all pursuant to the provisions of Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended (called "Act No. 9"); and

WHEREAS Lessee is authorized under its Certificate of Incorporation and By-Laws and under the laws of the State of its incorporation to enter into this Lease and Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease and Agreement; and

WHEREAS Lessee is not prohibited under the terms of any outstanding trust indentures, deeds of trust, mortgages, loan agreements or other instruments or evidences of whatever nature from entering into this Lease and Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease and Agreement and affirmatively so represents to Lessor; and

WHEREAS the Lessee is presently operating an industrial project consisting of lands, buildings, improvements and facilities (called the "Industrial Project") as Lessee under a Lease Agreement with Lessor, with the original project having been financed by the Lessor issuing bonds (called "outstanding bonds"), and the progress of the manufacturing operations of Lessee has developed to the point that a substantial expansion is necessary which will result in increased employment and other benefits to Lessor, its citizens and the citizens of Craighead County (the expansion facilities being constructed and equipped will be herein referred to as the "Project"); and

WHEREAS Lessor and Lessee hereby recite knowledge that Lessor has determined to issue Industrial Development Revenue Bonds under Act No. 9 (the "bonds") in the aggregate principal amount of \$596,000, with a portion to be used for refinancing the indebtedness evidenced by the outstanding bonds and to provide for the permanent financing of the costs of constructing and equipping the Project, paying expenses and making expenditures incidental thereto and paying the expenses of authorizing and issuing the bonds; and

WHEREAS Lessor and Lessee recite knowledge that a bank or trust company will be Trustee for the holders and registered owners of the bonds being issued by Lessor under Act No. 9 with the original Trustee being Citizens Bank of Jonesboro, Jonesboro, Arkansas and the bonds will be secured by a Trust Indenture executed and delivered by and between Lessor and the Trustee (the Trustee will be herein referred to as the "Trustee", and the Trust Indenture, which sets forth the nature and extent of the security for the payment of the principal of and interest on the bonds, the rights and obligations of Lessor, the Trustee and the holders and registered owners of the bonds, and which will otherwise state the terms and conditions upon which the bonds are issued and secured, will be herein sometimes referred to as the "Trust Indenture" or the "Indenture");

NOW, THEREFORE, for valuable consideration receipt 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

CONSTRUCTION OF PROJECT

Section 101. Lessor agrees that it will at its own expense construct and equip upon the land described in Exhibit A attached hereto and made a part hereof (called "Land"), in the location selected by Lessee, the Project according to plans, specifications and drawings supplied by Lessee and at a contract price, and otherwise as provided, in a construction contract or contracts approved in writing by Lessee. As soon as awarded, all contracts in connection with the Project shall be initialed by a duly designated representative of Lessee and an initialed copy delivered to Lessor and to Lessee, and such initialed copies are by reference made a part of this Lease and Agreement.

Lessor shall obtain all necessary approvals from any and all governmental agencies requisite to the constructing and equipping of the Project, and the Project shall be constructed and equipped in compliance with all State and local laws, ordinances and regulations applicable thereto. Upon completion of the constructing and equipping of the Project, the Lessor will furnish to the Lessee all required occupancy permits and authorizations from appropriate authorities, if any be required, authorizing the occupancy and uses of the Project for the purposes contemplated by the Lessee. The Lessor shall not amend, modify, authorize or undertake any changes, alterations, extras or additions to or from the plans, specifications and drawings supplied by Lessee as hereinabove provided for or any contracts entered into with contractors and equipment and material manufacturers and suppliers unless and until the same shall have been submitted to Lessee, and both Lessor and Lessee shall have agreed to and approved the said changes, alterations, extras and additions in writing, prior to their being made.

Lessor shall, however, cause to be made and shall authorize all reasonable requests by Lessee, for changes in the plans, specifications and drawings or for additions or extra work. All requests, approvals and agreements required on the part of Lessor and on the part of Lessee shall be in writing, signed by a duly designated 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 and Agreement, notify each other of the representatives of each. 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 him, and the other party to this agreement shall be entitled to rely upon the duly designated representative as having full authority to bind the party hereto represented by him.

Section 102. Lessor and Lessee agree that the necessary steps shall be taken to see that there is in full force and effect at all times during the constructing and equipping of the Project the usual fire and extended coverage insurance applicable to similar projects (which must be in at least that amount necessary to prevent Lessor and Lessee from becoming co-insurers) all of which shall be subject to the prior written approval as to amount and companies by the Lessee and which shall be made payable to the Lessor and the Lessee as their interests may appear and with a standard mortgagee payment clause in the case of the builder's risk insurance payable to the Trustee as its interest may appear. The premiums thereon shall be considered part of the Project costs (hereafter defined).

Section 103. Costs incurred by Lessor in discharging its obligations under Section 101 hereof and in other sections of this Article I shall be referred to as "Project costs" and it is agreed that the amount available from the proceeds received by the City from the sale of the bonds will not exceed the sum of Five Hundred Ninety-Six Thousand Dollars (\$596,000), plus any income or other gains from investments of moneys in the Construction Fund (hereafter referred to) and less any losses on investments of moneys in the Construction Fund, and that if the Project costs should exceed said amount, the Project will be completed, and the Lessee hereby agrees to pay the entire amount of any such excess. Project costs, as that term is used in this Lease and Agreement, shall include all costs and expenses of every nature incurred in the completion of the Project, all costs and expenses incidental thereto, all costs and expenses incurred in connection with the issuance of the bonds, and the amount necessary to pay interest on the bonds until lease rentals are available hereunder in a sufficient amount therefor, including, without limitation, the following:

(1) All amounts paid by Lessor in discharge of its obligations under Section 101 hereof, including without limitation, all amounts paid under all construction, engineering, architectural or other contracts;

(2) All amounts paid by Lessor for extras, changes or additions agreed to by Lessor and Lessee in accordance with provisions of Section 101;

(3) All amounts necessary to reimburse Lessee for any work performed, materials purchased or expenditures incurred by Lessee pertaining to or in connection with the Project and its operation including, without limitation, the charges of any architects or engineers retained by Lessee to prepare plans, specifications and drawings for the Project, the cost of architectural or other supervisory personnel in connection with the construction of the Project and the charges of any surveyors or engineers

employed to make plans, or conduct tests or analyses, with respect to the land;

(4) Any cost or expense, not otherwise provided for herein, incurred by Lessor under and pursuant to the provisions of this Article I pertaining to the constructing and equipping of the Project;

(5) The cost of any policy or policies of title insurance, if requested by Lessee, and the cost of any performance bonds and insurance procured in connection with the constructing and equipping of the Project;

(6) Such other and additional fees, costs, expenses and expenditures of whatever nature incidental or pertaining to the Project, including Trustee's fees and expenses and Paying Agent's fees, as may from time to time be agreed upon in writing by Lessor and Lessee in accordance with the provisions of Section 101 hereof and other sections of this Article I as constituting part of the Project costs.

It is agreed that there will be deducted from the total available sale proceeds (being hereby defined as the purchase price plus accrued interest) any amount required for accomplishing the refinancing (the necessary portion of the bonds may be exchanged for the outstanding bonds, or sold and the proceeds used to refund the outstanding bonds, or both), and the amount necessary to cover interest requirements, if any amount be necessary until lease rentals are available hereunder in sufficient amounts therefor and that the amount so deducted will be deposited in a Bond Fund (called "Act No. 9 Bond Fund") to be established pursuant to the provisions of the Trust Indenture securing the bonds. The remainder of the total sale proceeds shall be deposited in a Construction Fund to be established pursuant to the provisions of the Trust Indenture.

It shall be provided in the Trust Indenture (and Lessor agrees to cause appropriate provisions to be made therein) that the moneys in the

Construction Fund shall be expended solely for the payment of the Project costs. Disbursements shall be made from the Construction Fund in accordance with the provisions of the Trust Indenture pertaining thereto. Any amount remaining in the Construction Fund after payment of all Project costs shall be transferred to and deposited in the Bond Fund, and the Lessee shall be credited with said amount against Lessee's basic rent obligations set forth in Section 203 of this Lease and Agreement, with such credit to be against the basic rent obligations as the same become due and payable under Section 203, beginning with the first installment of basic rent due thereafter, and the Lessee shall not be required to pay any basic rent thereafter, except when and to the extent basic rent has become due and payable in excess of such credit.

Section 104. Lessee and its agents, servants, employees and representatives shall have free access to the Project during the construction thereof, and Lessee agrees that, immediately upon completion of the constructing and equipping of the Project, it will enter into full possession of and occupy the same under and pursuant to the terms of this Lease and Agreement. Lessee and its agents, servants, employees and representatives shall have the right to store and install machinery, equipment, fixtures, supplies and other personal property in the Project during construction so long as such activities on the part of Lessee do not unreasonably interfere with work under construction and equipment contracts. Lessor covenants that the Lessee, upon paying the rentals and performing all covenants, obligations and agreements on the part of Lessee to be performed under this Lease and Agreement, shall and may peaceably and quietly have, hold and enjoy the leased premises (as hereafter defined) for the term of this Lease and Agreement.

Section 105. A. Lessor covenants that it will take such action and institute such proceedings as shall be necessary to cause and require

all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by Lessor in connection with the performance of its obligations under this Section 105 to be considered part of the Project costs as defined in Section 103, and Lessor agrees that the Lessee may, from time to time, in its own name, or in the name of Lessor, take such action as may be necessary or advisable, as determined by Lessee, to insure the construction of the Project in accordance with the terms of the construction contract, to insure the peaceable and quiet enjoyment of the leased premises (as hereafter defined) for the term of the Lease and Agreement, and to insure the performance by Lessor of all covenants and obligations of Lessor under this Lease and Agreement, with all costs and expenses incurred by Lessee in connection therewith to be considered as part of the Project costs as defined in Section 103.

B. Lessor will assign and extend to Lessee all vendor's warranties received by Lessor and any warranties given by contractors, manufacturers or service organizations who perform construction work or install equipment on the leased premises (as hereafter defined). If requested, Lessor will execute and deliver instruments of assignment to Lessee to accomplish the foregoing.

ARTICLE II

TERM OF LEASE AND RENTAL

Section 201. 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 and Agreement expressed the following:

(a) The land (described in Exhibit A hereto);

(b) The buildings, structures and other improvements erected or at any time hereafter erected and installed on the land; and

(c) All accretions, easements, rights of way and appurtenances belonging or in any wise appertaining to the land/and or to the improvements described in (b) above.

The properties described in (a), (b) and (c) above are herein collectively referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises unto the Lessee for the term of this Lease and Agreement as hereafter set forth.

Section 202. The term of this Lease and Agreement shall commence November 1, 1968 and shall end at midnight on November 1, 1988.

Section 203. (a) Basic Rent.

(1) Subject to the credit provided for in Section 103, Section 1301 and Section 1401 B (ii), Lessee covenants to pay to Lessor, in the manner hereafter provided in Section 204, basic annual rent as follows, payable semiannually on the dates and in the amounts indicated:

April 20, 1969	\$ 27,377.50
October 20, 1969	32,143.00
April 20, 1970	27,161.00
October 20, 1970	32,319.50
April 20, 1971	27,121.00
October 20, 1971	32,069.00
April 20, 1972	26,963.50
October 20, 1972	32,002.75
April 20, 1973	26,886.75
October 20, 1973	32,815.50
April 20, 1974	26,660.75
October 20, 1974	32,680.75
April 20, 1975	18,515.50
October 20, 1975	34,765.00
April 20, 1976	22,442.50
October 20, 1976	29,345.00
April 20, 1977	22,037.50
October 20, 1977	27,940.00
April 20, 1978	8,640.00
October 20, 1978	27,640.00
April 20, 1979	8,070.00
October 20, 1979	28,070.00
April 20, 1980	7,470.00
October 20, 1980	29,470.00
April 20, 1981	6,810.00
October 20, 1981	29,810.00
April 20, 1982	6,120.00
October 20, 1982	30,120.00
April 20, 1983	5,400.00
October 20, 1983	31,400.00
April 20, 1984	4,620.00
October 20, 1984	31,620.00
April 20, 1985	3,810.00
October 20, 1985	32,810.00
April 20, 1986	2,940.00
October 20, 1986	33,940.00
April 20, 1987	2,010.00
October 20, 1987	35,010.00
April 20, 1988	1,020.00
October 20, 1988	35,020.00

In the event a basic rent payment falls on a non-banking day of the Trustee, the basic rent payment involved shall not be due and payable until the time of opening for business on the next succeeding day thereafter that is a banking day.

(2) If, during any year while any of the bonds shall be outstanding, the above specified basic rent shall be insufficient to pay the principal of 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 204, is sufficient to pay in full the principal of (including redemption premiums, if any), interest on and the Trustee's and Paying Agent's fees in connection with all of the outstanding bonds of the Lessor, either at maturity or on earlier redemption, then no further basic rent shall be payable hereunder, and any funds representing payment of basic rent which are then held in the Bond Fund and are in excess of the amount required to pay in full the principal of (including premiums, if any), interest on and the Trustee's fees in connection with all outstanding bonds of the Lessor, either at maturity or on earlier redemption, shall be refunded to Lessee as excess rent.

(b) Additional Rent. During the term hereof, Lessee shall pay as additional rent the fees of the Paying Agent, the expenses and charges payable to the Trustee, as provided in the Trust Indenture, and all impositions (as defined in Section 301), expenses, liabilities, obligations and other payments of whatever nature which Lessee has agreed to pay or assume under the provisions of this Lease and Agreement. If at any time any amounts paid by Lessee as additional rent hereunder are or become in excess of the amounts required for the purpose for which they were paid, such excess amounts shall be refunded to the Lessee.

(c) So long as any of the bonds, or coupons relating thereto, shall be outstanding and unpaid, or until payment thereof has been duly

provided for, 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 certainly payable on the dates or at the times specified without notice or demand, and without abatement or set-off, 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 for use and occupancy by the Lessee at any time for reason of the failure to complete the Project by any particular time or at all or by reason or any other contingency, occupancy or circumstance whatsoever (except in the event Lessee exercises the option to purchase and pays the purchase price as specified in Section 1902 hereof);

(2) Damage to or destruction of the leased premises, or any part thereof (except in the event Lessee exercises the option to purchase and pays the purchase price as specified in Section 1303 hereof);

(3) Legal curtailment of Lessee's use and/or occupancy of the leased premises, or any part thereof (except in the event Lessee exercises the option to purchase and pays the purchase price as specified in Section 1902 hereof);

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

(5) The taking of title to or the temporary use of the whole or any part of the leased premises by condemnation as provided in Article XIV hereof (except in the case of the taking of title to all or substantially all of the leased premises and the payment by Lessee of the additional rent in the amount that the total bond redemption expense exceeds the net amount awarded as damages plus the funds in the Bond Fund, as specified in Section 1401 A, and except in the event Lessee exercises the option to purchase and pays the purchase price as specified in Section 1403);

(6) Any assignment under the provisions of Article XV, 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 1501; subject, however, to the provisions of Section 1501 that performance by an assignee or sub-lessee shall be considered as performance pro tanto by Lessee;

(7) Any termination of this Lease and Agreement for any reason whatsoever, including, without limitation, termination under Article XVIII, subject, however, to the provisions of Article XVIII;

(8) Failure of consideration or commercial frustration of purpose;

(9) Any change in the tax or other laws of the United States of America or of the State of Arkansas; or

(10) Any default of the Lessor under this Lease and Agreement, or any other fault or failure of the Lessor whatsoever (except in the event Lessee exercises the option to purchase and pays the purchase price as specified in Section 1902 hereof);

Section 204. 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 trust account provided for in the Trust Indenture designated "Jonesboro, Arkansas 1968 Industrial Development Bond Fund - Colson Project" (the "Bond Fund"), to be used by the Trustee as provided in the Trust Indenture. Lessor agrees at Lessee's request to cause the Trustee to furnish to Lessee at reasonable intervals an account of the funds in the Bond Fund, including the amount of bonds paid and outstanding. Additional rent specified in Section 203 (b) shall be paid by Lessee remitting the same directly to the Trustee, for the account of Lessor, in the case of the Trustee's expenses and charges, and

either making direct payment in the case of impositions and other costs, expenses, liabilities, obligations and payments assumed and agreed to be paid by Lessee under this Lease and Agreement, or reimbursing Lessor or Trustee, if, pursuant to the provisions of this Lease and Agreement, Lessor or Trustee shall make payment thereof.

ARTICLE III

TAXES AND ASSESSMENTS (IMPOSITIONS)

Section 301. Subject to the provisions of Section 302, 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, or encumber Lessor's title, all of which are herein called "impositions"; provided, however, that any imposition 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 imposition. Lessee may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance.

Section 302. The parties hereto recite knowledge of the decision of the Supreme Court of the State of Arkansas in Wayland v. Snapp, 232 Ark. 57, 334 S.W.2d 633, concerning the exemption of properties owned by municipalities and used for securing and developing industry under and pursuant to the provisions of Act No. 9. 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.

The Lessor and the Lessee acknowledge that (a) under their and other interpretations of present law, no part of the leased premises will be

subject to ad valorem taxation by the State of Arkansas or by any political or taxing sub-division thereof, and (b) this factor, among others, materially induced the Lessee to enter into this Lease and Agreement. However, the Lessee will pay all taxes and assessments, if any, in connection with the Project, which may be lawfully levied or assessed upon the leased premises, when the same shall become due, but only if and to the extent that such taxes or assessments, if any, shall result in a lien or charge upon the leased premises; provided, however, that Lessee shall not be required to pay any such taxes or assessments so long as the Lessee shall contest the same, unless by such action the title of the Lessor to pay any part of the Project shall be materially endangered or the Project or any part thereof shall become subject to loss or forfeiture, in which event such taxes or assessments shall be paid prior to becoming delinquent. The Lessor hereby agrees that it will cooperate with the Lessee in resisting any such taxes or assessments if and to whatever extent the Lessee may request.

ARTICLE IV

INSURANCE

Section 401. Lessee shall, at Lessee's sole cost and expense, keep all improvements constituting part of the leased premises insured against loss or damage in accordance with the customary insurance practices of Lessee:

(i) Against the perils of fire and the hazards ordinarily included under standard extended coverage endorsements in amounts necessary to prevent the application of the co-insurance provisions of the applicable policies but not less than 80% of the full insurable value thereof within the terms of applicable policies.

(ii) Against war risk as and when a state of war or national or public emergency exists and such insurance is obtainable from a department or agency of the United States Government, upon reasonable terms, in the full amount necessary to prevent the application of the co-insurance provisions of the applicable policies but not less than 80% of their then full insurable value, or, if such amounts be not obtainable, then in the highest amount which can be so obtained.

(iii) If there are boilers or pressure vessels, from boiler or pressure vessel explosion in an amount customarily carried in the case of similar industrial operations.

The term "full insurable value" means such value as shall be determined from time to time at the request of Lessor, Lessee or Trustee (but not more frequently than once in every forty-eight (48) months) by one of the insurers selected by Lessee.

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

(i) General Public 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 \$200,000 in respect of bodily injury or death to any one person and to the limit of not less than \$500,000 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 damage to the property of any one owner.

C. The insurance required by this Article IV shall be maintained in full force and effect at all times during the term of this Lease and Agreement, except:

(i) The insurance required by Section 401 A (i) as to improvements need not be placed in force and effect until the completion of the construction of the Project, provided, however, that in no event shall the insurance required by Section 401 A (i) be placed into force and effect later than the expiration of the builder's risk insurance carried pursuant to the provisions of any contracts entered into with contractors, with the end in view of having full insurance coverage at all times;

(ii) The insurance required by Section 401 B need not be placed into force and effect until Lessee occupies the Project, either upon completion or before completion in the event Lessee undertakes to perform work or store materials and supplies in the Project prior to completion as permitted by the provisions of Article I hereof.

D. Copies or certificates of the insurance provided for by this Article, each bearing notations evidencing payment of the premiums or other evidence of payment satisfactory to the Lessor, and the Trustee, shall be delivered by Lessee to the Lessor and the Trustee. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment satisfactory to the Lessor and the Trustee, shall be delivered by Lessee to Lessor and the Trustee.

E. Policies of insurance provided for in Section 401 A of this Article IV shall name the Lessor and the Lessee as insureds as their respective interests may appear, provided, however, that the Trustee shall also be named as a party insured pursuant to a standard mortgagee clause as its interests may appear.

F. All insurance required by this Section 401 shall be effected with insurance companies selected by the Lessee. Lessee shall cause appropriate provisions to be inserted in each insurance policy making each policy noncancellable without at least ten (10) days prior written notice to Lessor, Lessee and the Trustee. Also, it is agreed that no claim shall be made and no suit or action at law or in equity shall be brought by Lessor or by anyone claiming by, through or under Lessor, against Lessee for any damage to the improvements or Lessor's machinery and equipment covered by the insurance provided for by this Article IV, however caused, but nothing in this sub-section F shall diminish Lessee's obligation to repair or rebuild as provided in Article XIII. 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 V

REPAIRS AND MAINTENANCE OF
PREMISES AND ALTERATIONS

Section 501. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained, and at the expiration of the term hereof subject to the provisions of Article XIX hereof, yield up or cause to be yielded up, in good and tenantable repair, order and condition, reasonable wear and tear excepted, the buildings and improvements now or at any time erected on the lands included in the leased premises and promptly at no cost and expense to Lessor make or cause to be made all necessary repairs, interior and exterior, structural and non-structural, foreseen as well as unforeseen, to the buildings and improvements constituting part of the leased premises.

Section 502. 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 any improvements, provided, however, that no alterations shall be made which would change the character of the structures thereon so that the same will not be appropriate and usable for manufacturing purposes. 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 502, 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 503. 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 and Agreement. All machinery and equipment, trade fixtures, movable partitions, furniture and furnishings and other property installed at the expense of Lessee 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 damage to the leased premises resulting from or caused by their removal therefrom.

Section 504. 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.

ARTICLE VI

USE OF PREMISES - COMPLIANCE WITH ORDERS, ETC.

Section 601. Subject to the following provisions of this Section 601, Lessor and Lessee agree that Lessee may use the leased premises for any lawful purpose. 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 governmental 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 requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease and Agreement.

Section 602. 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 and Agreement.

ARTICLE VII

WORK PERFORMED BY LESSEE

Section 701. 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 and Agreement.

ARTICLE VIII

MECHANICS' LIENS

Section 801. If any lien shall be filed against the interest of Lessor, Lessee, or the Trustee in the leased premises or asserted against any rent 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, Lessee shall, within thirty (30) days after receipt of notice of the filing thereof or the assertion thereof against such rents, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against the leased premises or such rents, by contest, payment, deposit, bond, order of Court or otherwise. Nothing contained in this Lease and 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 premises.

ARTICLE IX

INDEMNIFICATION OF LESSOR AND TRUSTEE

Section 901. Commencing with the completion of the Project or when the Lessee takes possession if prior to the completion of the Project, Lessee shall and agrees to indemnify and save Lessor and the Trustee 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 and 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. 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 Lessor, or the Trustee, Lessee shall defend them or either of them in any such action or proceeding.

ARTICLE X

LESSOR MAY PERFORM LESSEE'S OBLIGATIONS

Section 1001. If Lessee shall fail to keep or perform any of its obligations as provided in this Lease and Agreement in respect of (a) maintenance of insurance; (b) payment of impositions; (c) repairs and maintenance of the leased premises; (d) compliance with legal or insurance requirements; (e) keeping the leased premises lien free; or (f) making of any other payment or performance of any other obligations, then Lessor may (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving or releasing Lessee from any obligation, and as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by Lessor and all necessary incidental costs and expenses incurred by Lessor in making such payment or performing such obligation shall be deemed additional rent and shall be paid to Lessor on demand, or at Lessor's option may be added to any installment of basic rent thereafter falling due, and if not so paid by Lessee, Lessor shall have the same rights and remedies as in the case of default by Lessee in the payment of basic rent.

ARTICLE XI

PUBLIC UTILITIES AND CHARGES

Section 1101. 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 and Agreement, and to indemnify Lessor and save it harmless against any liability or damage on such account.

ARTICLE XII

INSPECTION OF PREMISES BY LESSOR

Section 1201. Lessee shall permit Lessor and the Trustee or either of them, by their respective authorized representatives, to enter the leased premises at all reasonable times during usual business hours for the purpose of inspection, and for the performance of any work therein made necessary by reason of Lessee's default under any of the provisions of this Lease and Agreement. Lessor may, during the progress of any such work, keep and store on the leased premises all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Lessee suffered by reason of the performance of any such work or the storage of materials, supplies and equipment.

ARTICLE XIII

DAMAGE AND DESTRUCTION

Section 1301. A. Lessee covenants and agrees that in the event of damage to or destruction of the leased premises, or any part thereof, by fire or other casualty, the Lessee shall immediately notify the Lessor and the Trustee. If the damage is in the amount of \$25,000 or less, Lessee shall proceed to restore, repair, rebuild or replace the leased premises to the same extent, if any, required so that in the judgment of the Lessee, the Project is suitable for use for Lessee's purpose under this Lease and Agreement. If the damage exceeds \$25,000 Lessee shall, at no cost and expense to Lessor or Trustee, proceed to restore, repair, rebuild or replace the leased premises as nearly as possible to the condition they were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make in conformity with the provisions of Article V hereof. Such restoration, repairs, replacements or rebuilding shall be commenced promptly and prosecuted with reasonable diligence.

B. All insurance money paid on account of such damage or destruction shall be paid to the Trustee and applied as hereinafter set forth to the payment of the cost of the aforesaid restoration, repairs, replacements or rebuilding, including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repairs, replacements, or rebuilding or to prevent interference with the business operated thereon (sometimes referred to as the "restoration"). In the case of damage involving a loss of \$25,000 or less, the insurance proceeds shall be paid by the Trustee to the Lessee upon receipt by Lessor and the Trustee of a certificate signed by an officer of Lessee that the restoration has been made, or is in the process of being made in accordance

with the provisions of sub-section A. hereof pertaining to Lessee's obligation to restore. In the case of damage involving a loss of more than \$25,000, the insurance proceeds shall be paid by the Trustee to the Lessee upon receipt by Lessor and the Trustee of:

A certificate signed by an officer of the Lessee

(i) requesting payment of a specified amount of such insurance proceeds;

(ii) detailing the progress of the restoration and repair work;

(iii) stating that such specified amount does not exceed the estimated cost of the work and materials in connection with the restoration, including as part thereof the estimated fees of any architect or engineer, if any; and

(iv) stating that no part of such cost has previously been made the basis of any request for the withdrawal of insurance proceeds under this Article.

The Trustee shall have no responsibility as to the application by the Lessee of the insurance proceeds.

If the insurance money shall be insufficient to pay all costs of the restoration, the Lessee shall pay the deficiency and shall nevertheless 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 paid by the Trustee into the Bond Fund upon receipt by the Lessor and the Trustee of certificates as required by this Article to the effect that the restoration has been completed, and the Lessee shall be credited with said amount against Lessee's basic rent obligations set forth in Section 203 of this Lease and Agreement, with such credit to be against the basic rent obligations as the same become due and payable under Section 203, beginning with the first installment of basic rent thereafter, and Lessee shall not be required to pay any basic rent thereafter, except when and to the extent basic rent has become due and payable in excess of such credit.

The total amount collected under any and all policies of insurance covering such damage or destruction shall be placed into a special fund and the same may be invested in any investments in which the Trustee may invest amounts in the Construction Fund under the Trust Indenture. Such investments shall be made by the Trustee as directed and designated by the Lessee.

Section 1302. Lessee's obligation to make payment of the basic rent and all other charges 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 1303. Notwithstanding the provisions of the foregoing sections of this Article XIII, 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 XIX, 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. 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 XIV

CONDEMNATION

Section 1401. A. If during the term of this Lease and 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, then this Lease and Agreement shall terminate at midnight on the fifteenth day after the vesting of title in such authority and rent shall be paid to and adjusted as of that day. In that event, subject to the subsequent provisions of this Section, the condemnation award shall belong to the Lessor and the Lessee hereby assigns the award to the Lessor. In the event the net amount awarded as damages or paid as a result of such taking (after deducting all attorney's fees and other expenses and costs in the condemnation proceeding) together with the amount then in the Bond Fund, shall be insufficient to pay in full, on the first interest paying date after receipt of the award and after the required bond redemption notice can be given, the amount necessary to pay all principal, interest, the Trustee's fees, redemption premiums, and all other costs of redemption (all of which, for purposes of this Section, shall be called "total bond redemption expense"), Lessee agrees to pay, promptly upon payment of the condemnation award, as additional rent hereunder, the amount by which the total bond redemption expense shall exceed the net amount awarded as damages or paid (less such fees, expenses and costs) as a result of such taking plus the amount then on deposit in the Bond Fund. The Lessee's agreement pertaining to this Section 1401 shall survive such termination. For purposes of this Article XIV "all or substantially all of the leased premises" 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 in the remainder in substantially the same manner as before. In the event the net amount awarded as damages or paid as a result of such taking as defined above, together with the amount then in the Bond Fund, shall be in excess of the amount necessary to pay the total bond redemption expense, if Lessee is not in default in any of its other obligations under this Lease and Agreement involving monetary matters, such excess shall belong to and be paid to the Lessee, and if Lessee is in default with reference to any of its monetary obligations, the amount of the excess in excess of the amount necessary to satisfy said monetary obligations with reference to which Lessee is in default shall be paid to Lessee. The Lessor agrees that it will not voluntarily accept, without the prior approval of the Lessee, any amount as damages for a taking which shall be less than the "total bond redemption expense", and the Lessor agrees that it will cooperate with the Lessee with reference to any award with the end in view of obtaining the maximum possible award justifiable as damages for the taking.

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 and Agreement shall be affected or reduced in any way, and

(i) If any part of the improvements owned by Lessor on the leased premises is taken, Lessee shall proceed to repair or rebuild the remaining part 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 so as to improve the efficiency of the improvements; and

(ii) The entire condemnation shall be paid to the Lessee, and the Lessor hereby assigns the same to the Lessee for the use of the Lessee in repairing and rebuilding as provided in (i) above. The said award shall be transferred to the Lessee in the same manner as is provided in Section 1301 with respect to insurance proceeds,

provided that the words "insurance proceeds" there referred to shall for purposes of this sub-paragraph (ii) refer to "condemnation award". If the net condemnation award applicable to property owned by the Lessor is in excess of the amount necessary to repair and rebuild as specified in (i) above, such excess shall be paid to and belong to the Lessor and the Lessee shall be credited against basic rent next thereafter provided to be paid by Lessee under the provisions of Section 203 hereof, and Lessee shall not be required to pay any basic rent thereafter except when and to the extent basic rent becomes due and payable in excess of the amount so credited. If such excess is more than the remaining total basic rent obligations of the Lessee hereunder, and if at that time Lessee is not in monetary default with respect to any of its obligations under this Lease and Agreement, only that portion thereof equal to the remaining total basic rent obligations of Lessor, and the excess shall belong to and shall be paid to the Lessee. If Lessee is in default with reference to any of its monetary obligations, the amount of excess over and above the amount necessary to satisfy said monetary obligations with reference to which Lessee is in default shall be paid to Lessee. If the net condemnation award is less than the amount necessary for the Lessee to repair and rebuild as set forth in (1) above, the Lessee shall nevertheless complete the repair and rebuilding work and pay the cost thereof; and

(iii) If no part of the improvements is taken, the net condemnation award shall be paid to Lessor and credited against basic rent obligations next thereafter provided to be paid by Lessee under the provisions of Section 203 hereof, and the Lessee shall not be required to pay any basic rent thereafter except when and to the extent basic rent becomes due and payable in excess of the amount so credited.

C. In the event of a taking under either A or B above, the Lessee shall have the right to participate in and to prove 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 sub-section C shall be construed to diminish or impair in any way Lessee's obligation under sub-section A of this Section 1401 to pay as additional rent the amount of any insufficiency of the net condemnation 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 and Agreement shall not be thereby terminated and the parties shall continue to be obligated under all of its terms and provisions. If such taking is for a period of time ending on or prior to the expiration of the term, Lessee shall be entitled to receive the entire amount of the award made for such taking, whether by way of damages, rent or otherwise. If such taking is for a period of time which extends beyond the expiration of the term, Lessee shall be entitled to receive the entire award, with the exception of an amount sufficient to pay and discharge all sums due Lessor from Lessee from the time Lessee's right of possession is terminated to the expiration of the term.

Section 1402. In the event of a taking of all or substantially all of the leased premises as provided in Section 1401 A, notwithstanding the provision therein that the rent shall be paid to and adjusted as of the fifteenth day after vesting of title in the taking authority, 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; provided, however, the Lessee shall be repaid solely out of the net condemnation award the amount of rent so paid after the date provided in Section 1401 A for the adjustment of rent. This agreement to repay shall not be construed in any way to impair or diminish Lessee's obligations under Section 1401 to pay as additional rent the amount of any insufficiency of the net condemnation award and the funds in the Bond Fund to pay the total bond redemption expense as therein defined.

Section 1403. 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 any option granted to it by the provisions of Article XIX hereof and the foregoing provisions of this Article XIV shall be construed in the light of the effect of any option so exercised by Lessee. In the event of the exercise of an option under Article XIX and payment of the required purchase price, whether before or after such taking, the entire condemnation award shall belong to Lessee.

Section 1404. Lessee shall have the right to participate in its own name in any negotiations or condemnation proceedings, but at its own expense, to resist or defend condemnation and to make any presentation or conduct any proceeding in its discretion to the end of obtaining any proper relief and, if the condemnation is concluded, to the end of obtaining the maximum condemnation award justified by the taking.

Section 1405. Lessor covenants that it will not take or condemn any part of the leased premises, or attempt to do so.

ARTICLE XV

ASSIGNMENT

Section 1501. A. Lessee may assign this Lease or sublet the leased premises or part thereof provided that no such assignment or subletting and no dealings or transactions between the Lessor or the Trustee and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease and 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, and be thereby relieved of further obligation hereunder, in connection with a transaction involving merger, consolidation or sale as permitted under Section 2209 provided the requirements thereof are met.

B. It is understood and agreed that this Lease and Agreement and/or the rents hereunder will be assigned to the Trustee as security for the payment of the principal of and interest on the bonds, but otherwise 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 and Agreement, except to the Lessee in accordance with the provisions of the Lease Agreement and to the Trustee under the Trust Indenture, but subject to the provisions of Article XVI hereof, without the prior written consent of the Lessee.

ARTICLE XVI

PRIORITY OF LEASE

Section 1601. Notwithstanding anything to the contrary in this Lease and Agreement, this Lease and Agreement (and any amendment or supplement hereto executed in accordance with and pursuant to the provisions of this Lease and Agreement) and the estate of Lessee hereunder are and shall continue to be superior and prior to the Trust Indenture (and all supplements thereto) and any other and all encumbrances, mortgages, deeds of trust and trust indentures, or any of them, constituting or granting a lien upon the leased premises or any part thereof or interest therein.

ARTICLE XVII

REMEDIES ARE CUMULATIVE - NO IMPLIED WAIVER

Section 1701. Lessor, Lessee and the Trustee 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 and 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 and 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 rent with knowledge of any default shall be deemed a waiver of such default.

ARTICLE XVIII

DEFAULT PROVISIONS

Section 1801. This Lease is made on condition also that if any one or more of the following events (herein referred to as "event of default") shall happen:

(a) Lessee shall default in the due and punctual payment of the basic rent or any additional rent payable hereunder, and such default shall continue for five (5) days after receipt of written notice from Lessor or the Trustee of such non-payment; or

(b) Lessee shall neglect or fail to perform or observe any of the covenants herein contained on Lessee's part to be performed or observed (other than those referred to in sub-section (a) of this Section 1801) and Lessee shall fail to remedy the same within sixty (60) days after Lessor or the Trustee shall have given to Lessee notice specifying such neglect or failure (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said sixty (60) day period because of governmental restriction or any other cause beyond the control of the Lessee); or

(c) This Lease and Agreement or the leased premises or any part thereof shall be taken upon execution or by other process of law directed against the Lessee, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against the Lessee, and said attachment shall not be discharged or disposed of within ninety (90) days after the levy thereof; or

(d) Lessee shall be involved in financial difficulties as evidenced below and shall not cure the same within ninety (90) days after notice from the Lessor,

(i) by its admitting in writing its inability to pay its debts generally as they become due, or

(ii) by its filing a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now existing or in the future amended) or an answer or other pleading admitting the material allegations of such a petition or seeking, consenting to or acquiescing in the relief provided for under such Act, or

(iii) by its making an assignment of all or a substantial part of its property for the benefit of its creditors, or

(iv) by its seeking or consenting to or acquiescing in the appointment of a receiver or trustee for all or a substantial part of its property or of the leased premises or of its interest in this Lease and Agreement, or

(v) by its being adjudicated a bankrupt or insolvent, or

(vi) by the entry of a court order without its consent which order shall not be vacated, set aside or stayed within ninety (90) days from the date of entry (1) appointing a receiver or trustee for all or a substantial part of its property or (2) approving a petition filed against it for the affecting of an arrangement in bankruptcy or for a reorganization pursuant to said Bankruptcy Act or for any other judicial modification or alteration of the rights of creditors; then:

In any such event, Lessor shall have the right at its election, then or at any time thereafter while such event of default shall continue, either

(1) To give Lessee notice of intention to terminate this Lease and Agreement on the date of such notice or on any later date specified therein, and on the date specified in such notice Lessee's right to possession of the leased premises shall cease and this Lease and Agreement shall thereupon be terminated, or

(2) Without demand or notice, to re-enter and take possession of the premises or any part thereof and repossess the same as of Lessor's

former estate and expel Lessee and those claiming through or under Lessee and remove the effects of both or either (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. Should Lessor elect to re-enter as provided in this paragraph (2) or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may (a) terminate this Lease and Agreement, or (b) from time to time, without terminating this Lease and Agreement, relet the leased premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor may deem advisable, with the right to make alterations and repairs to the leased premises. No such re-entry or taking of possession of the leased premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease and Agreement unless a notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

Section 1802. In the event of any such termination, Lessee shall nevertheless pay the basic rent and all additional rent and other sums as hereinbefore provided up to the time of such termination, and thereafter Lessee, until the end of what would have been the term of this Lease and Agreement in the absence of such termination, and whether or not the leased premises shall have been relet, shall be liable to Lessor for, and shall pay to Lessor, as liquidated current damages,

(a) The basic rent and additional rent and other sums as hereinbefore provided which would otherwise be payable hereunder if such termination had not occurred, less,

(b) The net proceeds, if any, of any reletting of the leased premises, after deducting all of Lessor's expenses in connection with such

reletting, including, without limitation, all repossession costs, brokerage commissions, expenses of employees, alteration costs and expenses of preparation for such reletting.

Lessee shall pay such liquidated current damages on the days on which the basic rent would have been payable hereunder if this Lease and Agreement had not been terminated.

At any time after such termination, whether or not Lessor shall have collected any such current damages, Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor, on demand, as liquidated final damages in lieu of all such current damages beyond the date of such demand an amount equal to

(x) The basic rent and other then definitely ascertainable sums as hereinabove provided which would be payable hereunder from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied its obligations under this Section 1802 to pay current damages) for what would be the then unexpired term of this Lease and Agreement if the same remained in effect, less

(y) The then fair net rental value of the leased premises for the same period.

If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount thereof to an amount less than the amount agreed upon hereinabove, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law.

Section 1803. In the event of a termination of this Lease and Agreement by Lessor, or in the event of entry as aforesaid by Lessor without termination, and prior to the time Lessor may have demanded final liquidated damages, Lessee shall have the right, from time to time, to provide Lessor with a tenant for the leased premises for a substantial portion of the unexpired term of this Lease as it existed immediately prior to such termination, and

(a) If Lessor does not accept such tenant, or

(b) If Lessor does accept such tenant

then in either event the current liquidated damages payable by Lessee hereunder shall be reduced by the amount such tenant paid, or would have been obligated to pay if the tenant had been accepted by Lessor, less Lessor's expenses in connection with such reletting as defined in sub-paragraph (b) of Section 1802 hereof.

Section 1804. The foregoing provisions of this Article relating to the payment of basic rent and additional rent beyond the termination of this Lease and Agreement, the payment of liquidated current damages or liquidated final damages, and the receipt of rents by Lessor upon a reletting, are each to be construed as providing that all such payments by Lessee or others shall be made into the Act No. 9 Bond Fund referred to in Section 204 and Lessee's said obligations shall further be subject to the provisions of Section 203(a) (2).

ARTICLE XIX

LESSEE'S OPTIONS

Section 1901. Lessee shall have and is hereby granted the option to extend this Lease and Agreement for six (6) extension terms of five (5) years each for a basic annual rental of One Hundred Dollars (\$100.00) per year, payable in advance on the first business day of each year of the extension term, plus the additional rentals heretofore provided in Article II hereof and otherwise upon the terms, conditions and provisions of this Lease and Agreement. The options provided for herein shall be deemed automatically exercised by Lessee (without requirement of any notice of exercise) unless sixty (60) days prior to the end of the initial term or any extension term Lessee shall give Lessor written notice by certified or registered mail (with or without return receipt request) that Lessee does not elect to have the lease term extended beyond the then current initial or extension term. Whenever used in this Lease and Agreement the words "extension term" or "renewal term" shall have the same meaning and shall refer to the term concerning which the option to extend is granted by this Section 1901. Furthermore, whenever the unqualified word "term" appears in this Lease and Agreement, the reference shall include the initial and any extension terms.

Section 1902. A. Prior to November 1, 1978, the Lessee shall have the right and option to purchase the leased premises if, but only if:

- (i) Lessor shall default in the performance of any of its obligations under this Lease and Agreement;
- (ii) The leased premises shall sustain major damage or destruction;
- (iii) Title to or the temporary use of the whole or any part of the leased premises shall be condemned as provided in Article XIV hereof;

- (iv) As a result of changes in the Constitution of the United States or of the State of Arkansas, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after Lessee's contest thereof in good faith, this Lease and Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Lease and Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it.
- (v) The legal curtailment of Lessee's use and occupancy of the leased premises or any substantial part thereof except by reason of condemnation referred to in sub-section (iii).

The term "major damage or destruction" as used in sub-section (ii) 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 seventy-five (75) working days, or which would prevent Lessee from carrying on its manufacturing operations therein for a period of seventy-five (75) working days 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 IV hereof, or such that it would not be economically feasible for the Lessee to repair the leased premises, as determined by the Lessee in its discretion.

B. On and after November 1, 1978, and during the remainder of the initial or during any extension term hereof, Lessee shall have the unconditional right and option to purchase the leased premises at any time.

C. At the expiration of the initial or extension term and for a period of ninety days thereafter (if the purchase options under the provisions of Paragraphs A and B have not been exercised) Lessee shall have the further unconditional right and option to purchase the leased premises for the purchase price hereafter stated in "D" hereof.

D. Purchase Price. The purchase price payable if the Lessee exercises Lessee's option to purchase the leased premises under the provisions of Paragraphs A, B, or C of this Section, shall be in 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 redeemed after giving the necessary notice) all outstanding bonds (including, without limitation, principal, interest, redemption premiums, if any, expenses of redemption and the Trustee's and paying agent's fees), but after deduction of any amount then in the Bond Fund and available for payment and redemption. In any case, if no bonds shall be outstanding at the time of purchase, or the redemption or payment of the bonds shall be or have been otherwise provided for, the purchase price of the leased premises shall be One Hundred Dollars (\$100.00).

E. Any of the foregoing options may be exercised by giving written notice to Lessor of the exercise thereof specifying the time and place of closing. At the closing, Lessor shall, upon payment of the purchase price hereinabove specified, deliver to Lessee a general warranty deed, bills of sale and other appropriate conveyance instruments transferring good and merchantable title to the leased premises free and clear of all liens and encumbrances except those to which title was subject when leased hereunder, or resulting from any failure of Lessee to perform any of its obligations under this Lease and Agreement; provided, however, that if such closing shall be prior to the redemption of the bonds, such purchase price shall be paid to the Trustee with instructions to apply said proceeds to such redemption at the earliest possible time, in which event such bonds and the Trust Indenture may continue to be a lien on the leased premises until redemption; and provided, further, however, that if such option is

exercised under the provisions of sub-paragraph A (iii) of this Section,
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 part of
the leased premises by eminent domain.

ARTICLE XX

NOTICES

Section 2001. All notices, demands and requests which may or are required to be given by either party to the other or to the Trustee shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the present states of the United States of America in a sealed envelope addressed as follows:

If intended for Lessee:

The Colson Corporation
Jonesboro, Arkansas

If intended for Lessor:

City of Jonesboro
Office of Mayor
Jonesboro, Arkansas

If intended for Trustee:

Citizens Bank of Jonesboro
Jonesboro, Arkansas 72401
Attn: Trust Officer

Any party or the Trustee 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 XXI

RECORDING

Section 2101. This Lease and 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.

ARTICLE XXII

GENERAL

Section 2201. This Lease and Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas. Whenever in this Lease and 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 obligations.

Section 2202. If any provision of this Lease and Agreement or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease and 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 and Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 2203. The Article captions in this Lease and Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease and Agreement or any part thereof, or in any wise affect this Lease and Agreement and shall not be considered in any construction thereof.

Section 2204. It is agreed that after the bonds are fully paid and discharged, or adequate provision is made for their payment and discharge, and all proper fees and expenses of the Trustee and Paying Agent are paid or adequate provision made for their payment, the Trustee shall cease to have any right, title and interest in, to or under this Lease and Agreement.

Thereafter, all rights of approval or other rights herein specified with reference to the Trustee shall inure to the benefit of and be applicable to Lessor.

Section 2205. It is agreed that in the event of any non-payment of rent by Lessee or the failure or refusal by Lessee to observe, keep or perform any other covenant, condition, promise or agreement set forth in this Lease and Agreement to be observed, kept or performed by the Lessee, the Trustee shall be entitled, in the name of the Lessor, or in its own name (in accordance with the provisions of the Trust Indenture), to enforce each and every right or remedy herein accorded in this Lease and Agreement to Lessor in the event of the non-performance or non-observance by Lessee of any such promise, covenant or agreement.

Section 2206. The provisions of this Lease and Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and sublessees (it being understood that assignments and subleasing are governed by the provisions of Article XV hereof).

Section 2207. It is agreed that the Lessor and the Lessee shall not alter, modify or amend any of the terms of this Lease and Agreement without the prior written approval of the Trustee, which consent will not be unreasonably withheld.

Section 2208. Lessee shall furnish to Lessor and to the Trustee at the time that Lessee shall publish its Annual Report to Stockholders for the preceding fiscal year, but in any event within 120 days after the end of the preceding fiscal year, a balance sheet of Lessee as at the end of such fiscal year and the related statements of income and surplus for such fiscal year, all in reasonable detail and accompanied by a report or certificate of independent certified public accountants of recognized

standing, who may be the accountants regularly employed by the Lessee, in the manner normally reported by the Lessee to its shareholders.

Section 2209. The Lessee will maintain its corporate existence and will not, without the consent of the Trustee, dissolve, sell, lease or otherwise dispose of all or substantially all of its assets; provided, however, that the Lessee may, without the consent of the Trustee, consolidate with or merge into another corporation, or sell to another corporation substantially all of its business and assets, on the condition that such corporation shall expressly assume in writing all of the obligations of Lessee contained in this Lease and that the net worth of the other corporation after the consolidation, merger or sale be at least equal to the Lessee immediately prior to such consolidation, merger or sale. In the event of the consolidation with or merger into another corporation or the sale of all, or substantially all, of its business and assets by the Lessee, as permitted by this sub-section, and the assumption by the other corporation of the obligations hereof, the Lessee shall be relieved from all further obligations hereunder.

ARTICLE XXIII

EXPANSION OF FACILITIES

Section 2301. The progress of Lessee's business may justify an expansion of the industrial plant or the construction of additional industrial facilities (herein referred to as "additional facilities") beyond those that can be financed out of the proceeds of the bonds to such an extent that Lessee may not desire to proceed under the provisions of Section 502 to construct such facilities. Therefore, it is agreed, subject to all of the provisions of this Article XXIII, as follows:

(a) If Lessee desires to construct additional facilities, it shall notify Lessor and Lessor agrees to proceed under the provisions of Act No. 9 (or any similar then existing legislation authorizing municipalities in the State of Arkansas to issue bonds for the purpose of securing and developing industry) to issue additional bonds, otherwise than under the Indenture, subject to the requirements of Act No. 9 or any such then existing law, to finance such additional facilities. In that event, the Lessor and the Lessee agree to execute a separate Lease and Agreement covering the financing of such additional facilities and the leasing thereof to Lessee upon the same terms and conditions as set forth in this Lease and Agreement, subject to any changes or additions that may then be agreed upon by Lessor and Lessee, but there must be included provision for basic annual rent in the amount necessary to provide for the payment of the principal of and interest on any such additional bonds, and the land involved in such expansion program shall automatically be withdrawn from the Lease and Agreement upon becoming subject to a separate Lease and Agreement between Lessor and Lessee.

(b) If for any reason the additional facilities cannot be financed under Act No. 9, or any then existing similar law, as provided in sub-paragraph

(a) above, or if for any reason Lessee does not desire to so proceed, Lessee shall have the right, upon notice to Lessor, to require Lessor to the extent permitted by Section 2304 to convey the land to be involved in said expansion program to Lessee by general warranty deed free and clear of all encumbrances except those to which title was subject when leased hereunder.

Section 2302. Lessor shall make appropriate provisions in the Trust Indenture for a release of the lands to be involved in any expansion program (under either Section 2301 (a) or Section 2301 (b)) from the lien of the Trust Indenture. The consideration to be paid by Lessee to Lessor upon conveyance of the lands pursuant to the provisions of Section 2301 (b) shall be One Dollar (\$1.00) per acre and the mutual benefits to be derived by the parties from such expansion program.

Section 2303. The fact that the land involved in such expansion program shall cease to be subject to this Lease and Agreement by virtue of becoming subject to a separate Lease and Agreement or being acquired by Lessee shall not relieve, and shall not result in the relieving of, Lessee of its obligation to pay basic rent and additional rent or any of the other covenants and obligations on the part of Lessee to be performed under this Lease and Agreement, or result in any diminution thereof.

Section 2304. Lessee's expansion program and the land subject to said separate Lease and Agreement or said acquisition by Lessee pursuant to the provisions of Section 2301 may include only such portion of the lands originally leased and demised by this Lease and Agreement as shall not at such time be improved with a building or buildings or other structure or structures or be necessary for adequate ingress and egress to and from said buildings and structures plus such additional land adjacent to said buildings and structures, as may be reasonably necessary for the proper and efficient use of such buildings and structures.

Section 2305. The rights conferred upon Lessee by this Article XXIII shall be in addition to and not in limitation of any of the options granted to Lessee by the provisions of Article XIX hereof, and the provisions of this Article XXIII are in addition to and not a limitation upon Lessee's rights under Section 502 hereof.

ARTICLE XXIV

CANCELLATION OF 1957 LEASE

Section 2401. By the execution and delivery of this Lease and Agreement that Lease and Agreement by and between the City of Jonesboro, Arkansas and The Colson Corporation, dated August 6, 1957, authorized by Ordinance No. 933 of the ordinances of the City adopted and approved on April 8, 1957, as amended by Ordinance No. 942 of the ordinances of the City, adopted and approved on August 5, 1957, a copy of which 1957 Lease and Agreement is on file with the City Clerk of the City, is hereby automatically canceled and terminated and shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and 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 Neil J. Stallings
Mayor

(SEAL)

ATTEST:

Phyllis Stringer
City Clerk

THE COLSON CORPORATION
LESSEE

By _____

(Title)

ATTEST:

(Title)

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF CRAIGHEAD)

On this _____ day of _____, 1968, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named _____ and _____, Mayor and City Clerk, respectively of the City of Jonesboro, Arkansas, a municipality of the State of Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1968.

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this ____ day of _____, 1968, before me,
 a Notary Public duly commissioned, qualified and acting within and for
 the County and State aforesaid, appeared in person the within named
 _____ and _____,
 _____ and _____
 respectively, of The Colson Corporation, a corporation organized under
 and existing by virtue of the laws of the State of Ohio, but authorized
 to do business in the State of Arkansas, to me personally well known,
 who stated that they 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 ____ day of _____, 1968.

 Notary Public

My commission expires:

Original
lease
agreement

EXHIBIT A

To the Lease and Agreement by and between the City of Jonesboro, Arkansas
and The Colson Corporation:

The following described property situated in Craighead County, Arkansas:

Part of Tract No. 1 of Jonesboro Municipal Airport, more particularly described as follows: Begin at the 1/4 corner of Sections 21 and 22 in Township 14 North, Range 4 East; thence run South on 1/4 Section Line 150.5 feet to St. Louis San Francisco Railroad right of way line; thence North 44 degrees 08 minutes West along said right of way line 917.2 feet; thence North 46 degrees 49 minutes East 840.1 feet to point of beginning proper; thence continue North 46 degrees 49 minutes East 400 feet; thence North 42 degrees 27 Minutes West 1222.6 feet to St. Louis Southwestern Railroad right of way; thence North 88 degrees 55 minutes West along said right of way line 557 feet; thence South 42 degrees 27 minutes East 1601.0 feet to point of beginning proper, containing 12.96 acres.

FILED FOR RECORD
This 31 day of Dec 19 68
At 3:00 o'clock P M.
ALICE TAYLOR, Clerk
By Alice Taylor

CERTIFICATE OF RECORD

STATE OF ARKANSAS |
County of Craighead | ss

I, Alice Taylor, Clerk of the Circuit Court and Ex-Officio Recorder for the County of Craighead do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 31st day of Dec A.D. 19 68 at 3:00 o'clock P. M., and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book, Vol. 5 Page 109-et seq

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court this 31st day of December A.D. 19 68

Alice Taylor, Clerk
By Mirabel Burnett Deputy Clerk

Colson Group Holdings LLC
1815 S. Meyers Rd.
Suite 750
Oakbrook Terrace IL 60181



August 31, 2017

VIA FEDERAL EXPRESS

City of Jonesboro
Office of Mayor
Jonesboro, Arkansas

Re: Purchase Option

To Whom It May Concern:

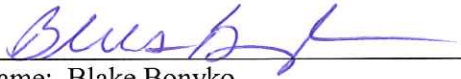
Pursuant to Article XIX of that certain Lease and Agreement, by and between the City of Jonesboro, Arkansas (“Lessor”), and Colson Caster, LLC, a Delaware limited liability company (successor-in-interest to The Colson Corporation, an Ohio corporation) (“Lessee”), dated as of November 1, 1968, (the “Lease”), and under the terms and conditions set forth therein, Lessee hereby exercises its option to purchase the leased premises, and this letter constitutes the purchase notice. Pursuant to the Lease, the purchase option price is One Hundred Dollars (\$100).

Please acknowledge your acceptance of this purchase notice by executing below and returning a pdf to our attorney, Jennifer Sheehan at the contact information below. Per the terms of the Lease, we look forward to receiving a draft general warranty deed and bill of sale at your earliest convenience. Lessee intends to close as soon as possible, and no later than September 29, 2017.

If you have any questions or wish to discuss the closing, please don’t hesitate to contact Dennis Byrd, Treasurer of Colson Group Holdings, LLC at 630-613-2947 or dennis.byrd@colsongroup.com. You may also contact our attorney, Jennifer Sheehan, at 212-446-4905, or jennifer.sheehan@kirkland.com.

Thank you for your assistance and cooperation.

COLSON CASTER, LLC

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

AGREED AND ACCEPTED:

CITY OF JONESBORO

By: _____
Name: _____
Title: _____



Building Facilities Meeting
Wednesday, Sept. 13, 2017
Mayors Conference Room
2:00 p.m.

Present: Mayor Perrin, Ed Tanner, Chief Rick Elliott, Barry Phillips, Ronnie Shaver, Chief Kevin Miller, Darrel Smith, Tim Renshaw, Craig Light
Absent: Gene Vance, Chair

Mayor called the meeting to order.

Colson Group wants to exercise their Lease Purchase from 1968. In the bond indenture there is a provision to buy the property for \$100.00 under Section D of the Agreement. Will need the property description, for the original value of the property.

Motion by Craig Light to accept the purchase of the Colson property for \$100.00; Seconded by Derrel Smith. Motion passed unanimously.

Union Pacific - property next to Associated Engineering, waiting on the price to sell the roundhouse to the city. We have permission to clear out the trailer and tear down the building. TRG is picking up the trailer. Working with the Chamber of Commerce to move TRG facility to another location. Waiting on Jack Grundfest to send list of what all will need to be moved and how much, for the city to move.

Building on JMC Park has been torn down, city not out any money. Equipment moved in to start on new shop. Contacting Fisher & Arnold for 99% plans for concession stands at JMC Park and Northside Park.

Shooting range property discussed. Motion by Craig to move forward with the purchase of the 200-acre shooting range site, contingent on funds appropriated. Second by Chief Elliott, motion passed unanimously.

Meeting adjourned 2:32 p.m.



Legislation Details (With Text)

File #: RES-17:153 **Version:** 1 **Name:** ESTABLISHING FEES FOR PRIVATE CLUB ALCOHOL PERMITS
Type: Resolution **Status:** Recommended to Council
File created: 9/21/2017 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ESTABLISHING FEES FOR PRIVATE CLUB ALCOHOL PERMITS
Sponsors: City Attorney's Office, Mayor's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
9/26/2017	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ESTABLISHING FEES FOR PRIVATE CLUB ALCOHOL PERMITS

WHEREAS, the State of Arkansas now requires the City of Jonesboro to review and approve private club alcohol permits before they are submitted to the Alcoholic Beverage Control Division; and

WHEREAS, the City of Jonesboro desires to establish fees for the consideration and investigation of said applications;

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

Section 1: The fee for an Application for Private Club Permit shall be set at \$250.00.

Section 2: The fee for Application for Transfer of Location of Private Club Permit shall be set at \$50.00.

Section 3: The fee for Application for Change in Type of BUiness Operation of Private Club shall be set at \$50.00.



Legislation Details (With Text)

File #: ORD-17:077 **Version:** 1 **Name:** Rezoning at 1612 Patrick Street
Type: Ordinance **Status:** First Reading
File created: 9/22/2017 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO RM-8, RESIDENTIAL MULTI-FAMILY FOR PROPERTY LOCATED AT 1612 PATRICK STREET AS REQUESTED BY GARRY TATE

Sponsors:

Indexes: Rezoning

Code sections:

Attachments: [Plat.pdf](#)
[Application.pdf](#)
[Staff Summary RZ 17-10 1612 Patrick Street -- COUNICI.pdf](#)
[1612 Patrick.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO RM-8, RESIDENTIAL MULTI-FAMILY FOR PROPERTY LOCATED AT 1612 PATRICK STREET AS REQUESTED BY GARRY TATE

Be it ordained by the City Council of Jonesboro, Arkansas:

Section I: Chapter 117, known as the zoning ordinance of the City of Jonesboro, Arkansas be amended as recommended by the metropolitan area planning commission by the changes in zoning classification as follows:

From: R-1, Single Family Residential District
To: RM-8, Residential Multi-Family

The following described property:

A part of the northwest quarter of the northwest quarter of section 8, township 14 north, range 4 east, Craighead County, Arkansas, being more particularly described as follows:

Commencing at the northwest corner of section 8; thence south 00°53'42" west, 360.00 feet, along the section line to the point of beginning proper;

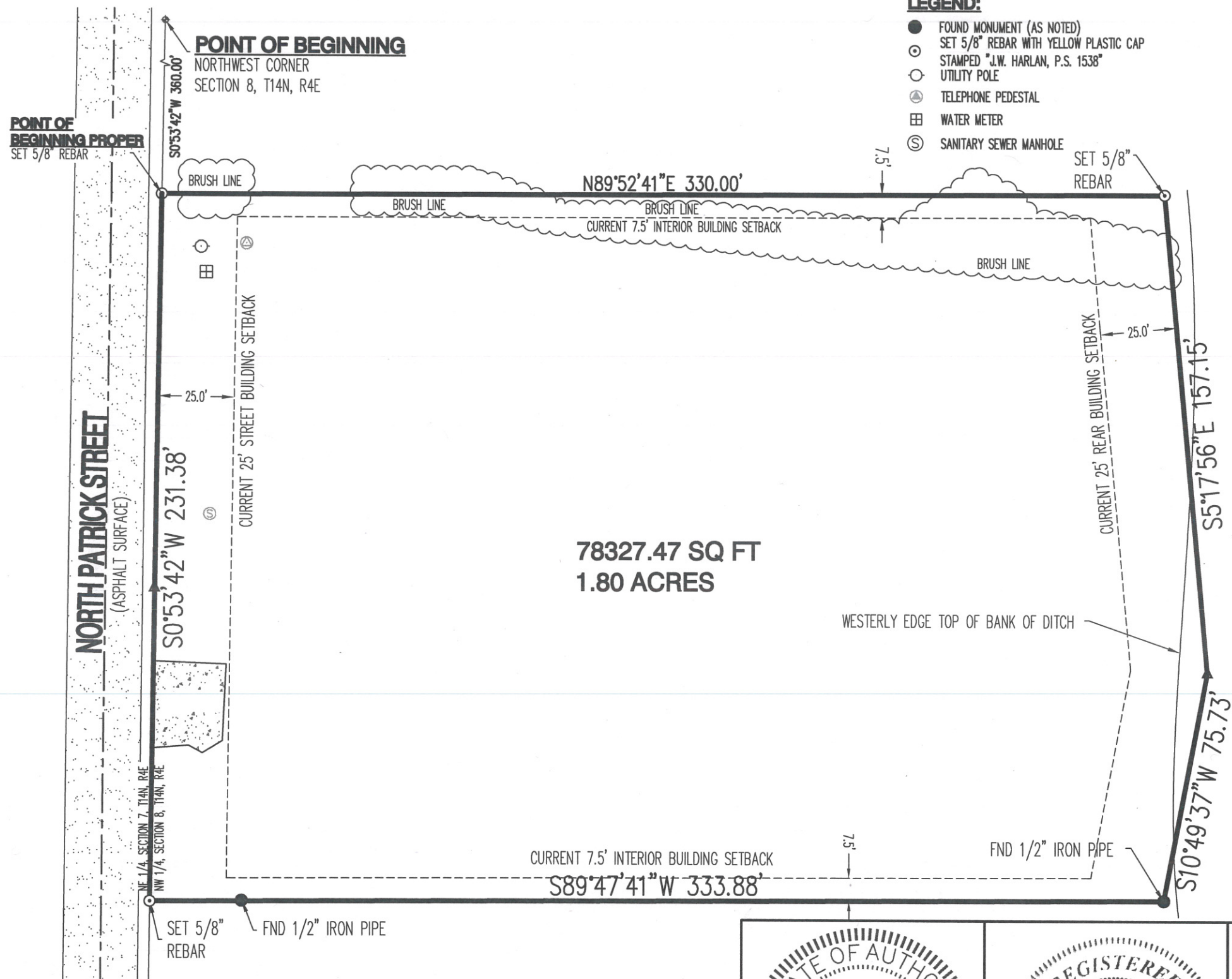
Thence north 89°52'41" east 330.00 feet; thence south 05°17'56" east, 157.15 feet; thence south 10°49'37" west, 75.73 feet; thence south 89°47'41" west 333.88 feet to the section line; thence north 00°53'42" east, along the section line 231.38 feet to the point of beginning proper;

Containing some (78327.47 sq. Ft.) 1.80 acres, more or less, being subject to any and all right of way, easements, and restrictions of record.

Section II: The rezoning of this property shall adhere to the following stipulations:

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 MAPC, 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, etc. Shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

Section III: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "J.W. HARLAN, P.S. 1538"
- UTILITY POLE
- ⊙ TELEPHONE PEDESTAL
- ⊞ WATER METER
- ⊙ SANITARY SEWER MANHOLE

CERTIFICATE OF SURVEY:

THIS IS TO CERTIFY THAT FISHER ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

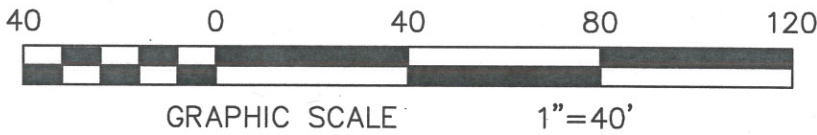
COMMENCING AT THE NORTHWEST CORNER OF SECTION 8; THENCE SOUTH 00°53'42" WEST, 360.00 FEET, ALONG THE SECTION LINE TO THE POINT OF BEGINNING PROPER;

THENCE NORTH 89°52'41" EAST 330.00 FEET; THENCE SOUTH 05°17'56" EAST, 157.15 FEET; THENCE SOUTH 10°49'37" WEST, 75.73 FEET; THENCE SOUTH 89°47'41" WEST 333.88 FEET TO THE SECTION LINE; THENCE NORTH 00°53'42" EAST, ALONG THE SECTION LINE 231.38 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (78327.47 SQ. FT.) 1.80 ACRES, MORE OR LESS, BEING SUBJECT TO ANY AND ALL RIGHT OF WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE, NORTH ZONE (0301)
3. THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:
 - DEED RECORD 353, PAGE 268-269
 - DEED RECORD 260, PAGE 648
 - ANDERSONS PATRICK STREET ADDITION TO, JONESBORO, ARKANSAS, CLAY KENWOOD PE, LS, 12/07/90.
4. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED BY FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. FISHER ARNOLD INC. MAKE NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 BEFORE YOU DIG!
5. THE SUBJECT PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 0500480044C, EFFECTIVE DATE SEPTEMBER 27, 1991.
6. SUBJECT PROPERTY IS CURRENTLY ZONED R-1.
7. CURRENT BUILDING SETBACKS:
 - STREET SETBACK 25.0'
 - INTERIOR SIDE SETBACK 7.5'
 - REAR SETBACK 25.0'
8. FIELD NOTES ARE RECORDED IN HKB FIELD BOOK 1154, PAGES 18.
9. FIELD WORK WAS COMPLETED ON SEPTEMBER 28TH, 2016.



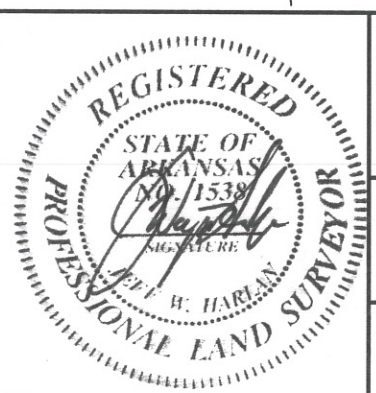
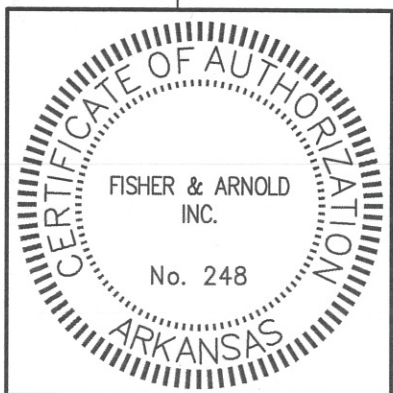
OWNERS CERTIFICATION:

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 (RM-8)

SIGNED THIS ____ DAY OF APRIL, 2017.

Garry Tate
GARRY TATE



COPYRIGHT 2017, ALL RIGHTS RESERVED

CLIENT
GARRY TATE

REZONING PLAT

JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



1801 Latourette Drive | Jonesboro, Arkansas 72404
870.932.2019 | Fax: 870.932.1076 | www.fisherarnold.com

REVISIONS		
DATE	BY	DESCRIPTION
SURVEY INDEX CODE		
500-14N-04E-0-08-440-16-1538		
PROJECT NO.		
JB9435-09		
DRAWN BY	CHECKED BY	
JWH	TGB	
SHEET	SCALE	
1 OF 1	1"=40'	
DATE	DRAWING NO.	
01/17/17	56-46	

BASIS OF BEARINGS: ARKANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE (0301)



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received:

5/11/17

Case Number:

R217-10

LOCATION:

Site Address: 1612 Patrick Street

Side of Street: East between Daybreak Drive and Pratt Circle

Quarter: PT NW Section: 8 Township: T14N Range: R4E

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: RM-8

Size of site (square feet and acres): 78327.47 SQ. FT. (1.80 Ac) Street frontage (feet): 231.38'

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Asphalt paving. Good condition.

Does public water serve the site? Yes, CWL

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes, CWL

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Modular Residence

South Frame Residence (Rental)

East Residential (Rental)

West Multi-family development RM-8

Physical characteristics of the site: Vacant – relatively level

Characteristics of the neighborhood: Older neighborhood Northerly, East, and South with mixture of single family and rental property, new multi-family to west.

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 18 days prior to the next MAPC meeting. 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? Currently R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? The area is being redeveloped.
- (3). If rezoned, how would the property be developed and used? Multifamily
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? RM-8 (8 units per acre)
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Proposed rezoning is consistent with new development in the area.
- (6). How would the proposed rezoning be the public interest and benefit the community? Affordable housing.
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Area to west being developed with a mixed use residential and multifamily housing.
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Area is being redeveloped.
- (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 is an older area, new and redevelopment is occurring at this time, property value is on the ingress, as with any new development more traffic will occur. Drainage will meet COJ requirements. Visual appearance will be new construction with landscaping. Do not anticipate additional noise, light, or vibration than normal use of the surrounding area.
- (10). How long has the property remained vacant? 5+ years.
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? Do not anticipate additional needs beyond the normal growth pattern.
- (12). If the rezoning is approved, when would development or redevelopment begin? Within 12 months.
- (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.* A letter has been sent to adjoining land owners.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

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:

141 Investments, Inc
Amy D

Address:

2360 Manchester Dr
Jonesboro, NC 27461

Applicant:

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

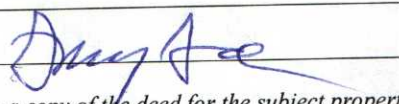
Name:

Amy D

Address:

2360 Manchester Dr
Jonesboro, NC 27461

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 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____ 

City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

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 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

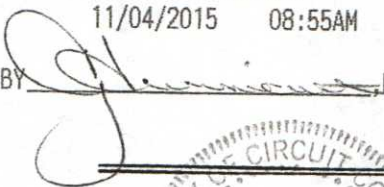


* J B 2 0 1 5 R - 0 1 7 2 2 2 6 *

JB2015R-017222

CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:

11/04/2015 08:55AM

BY  D. C.

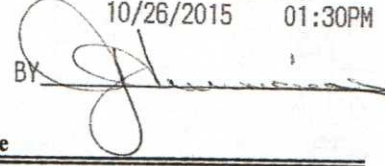


* J B 2 0 1 5 R - 0 1 6 7 3 8 0 *

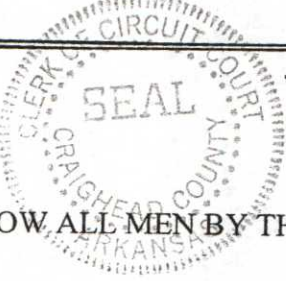
JB2015R-016738

CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:

10/26/2015 01:30PM

BY  D. C.

THIS INSTRUMENT PREPARED BY: Garry Tate



Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

NOTE: This Warranty Deed is being re-recorded to correct the name of the Buyer.

THAT WE, **Larry Anderson and Brenda Carol Anderson, husband and wife, William Winfield Anderson and Brunilda Anderson, husband and wife, Gary Anderson and Kimberly Kay Craig, husband and wife, and Cleo Terrance Anderson, a single person,** for and in consideration of the sum of \$10.00, and other good and valuable considerations to us in hand paid by the **Grantee** herein, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **141 Investments, Inc. & unto its successors** and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to wit:

SEE ATTACHED EXHIBIT "A"

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

To have and to hold the same unto the said **Grantee** and unto **its successors** and assigns forever, with all appurtenances hereunto belonging.

And we hereby covenant with said **Grantee** that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, **Larry Anderson and Brenda Carol Anderson, husband and wife, William Winfield Anderson and Brunilda Anderson, husband and wife, Gary Anderson and Kimberly Kay Craig, husband and wife,** for and in consideration of the said sum of money, do hereby release and relinquish unto the said **Grantee** our rights of dower, curtesy, and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 19th day of **October, 2015**.

[Signature]
LARRY ANDERSON

[Signature]
BRENDA CAROL ANDERSON

[Signature]
WILLIAM WINFIELD ANDERSON

[Signature]
BRUNILDA ANDERSON

[Signature]
GARY ANDERSON

[Signature]
KIMBERLY KAY CRAIG

[Signature]
CLEO TERRANCE ANDERSON, by Kimberly Craig, his attorney-in-fact *in fact*

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

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, **Larry Anderson and Brenda Carol Anderson, husband and wife, and William Winfield Anderson and Brunilda Anderson, husband and wife**, to me well known as 4 of the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 21st day of **October, 2015**.

My Commission Expires:
8-20-2020

[Signature]
Notary Public



7011 3500 0000 0862 4186

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

JONESBORO AR 72401
OFFICIAL USE

Postage	\$ 2.75	0408 18 Postmark Here
Certified Fee	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 2.75	

05/10/2017

Sent To Donald Pratt
 Street, Apt. No.,
 or PO Box No. 1505 Mitzi Lane
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4209

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

JONESBORO AR 72401
OFFICIAL USE

Postage	\$ 2.75	0408 18 Postmark Here
Certified Fee	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 2.75	

05/10/2017

Sent To Kelley Rental Properties LLC
 Street, Apt. No.,
 or PO Box No. PO Box 17321
 City, State, ZIP+4 Jonesboro, AR 72403

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4223

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

JONESBORO AR 72401
OFFICIAL USE

Postage	\$ 2.75	0408 18 Postmark Here
Certified Fee	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 2.75	

05/10/2017

Sent To Stoneage Properties LLC
c/o Jerry & Patricia Dodson
 Street, Apt. No.,
 or PO Box No. 3506 E Thomas Green Rd.
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4216

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

BASTROP LA 71203
OFFICIAL USE

Postage	\$ 2.75	0408 18 Postmark Here
Certified Fee	\$0.00	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 2.75	

05/10/2017

Sent To KWL Properties, LLC
Steve Perry
 Street, Apt. No.,
 or PO Box No. 109 E Madison Ave
 City, State, ZIP+4 Bastrop, LA 71220

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4278

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

JONESBORO, AR 72401
OFFICIAL USE

Postage	\$ 02.75	0408 18
Certified Fee	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 02.75	

05/10/2017

Sent To
 JPS ATT. Dr. Kim Wilbanks, Superintendent
 Street, Apt. No.,
 or PO Box No. 2506 SW Square
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4254

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

JONESBORO, AR 72401
OFFICIAL USE

Postage	\$ 02.75	0408 18
Certified Fee	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 02.75	

05/10/2017

Sent To
 Wanda & Joey Blake
 Street, Apt. No.,
 or PO Box No. 1408 N Patrick
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4193

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

BROOKLAND, AR 72417
OFFICIAL USE

Postage	\$ 02.75	0408 18
Certified Fee	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 02.75	

05/10/2017

Sent To
 Herbert L. Granger
 Street, Apt. No.,
 or PO Box No. 115 N Hickory
 City, State, ZIP+4 Brookland, AR 72417

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4247

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

JONESBORO, AR 72401
OFFICIAL USE

Postage	\$ 02.75	0408 18
Certified Fee	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 02.75	

05/10/2017

Sent To
 TH & Mildred Cunningham
 Street, Apt. No.,
 or PO Box No. 1622 N Patrick
 City, State, ZIP+4 Jonesboro, AR 72401-8866

PS Form 3800, August 2006 See Reverse for Instructions



Planning Charge Sheet

Residential Approvals – Planning Review (select all that apply) 01-0731:

- Single Family Dwelling
- Multiple Family Dwelling
- Detached/Accessory Bldg
- Single Family Additions
- Single Family Alterations
- Swimming Pools
- Walls, Fences, Decks Etc
- Multi Family Additions
- Multi Family Accessory Bldg

Commercial Approvals – Planning Review (select all that apply) 01-0732:

- Building _____ Sqft.
- Interior Alterations/Repairs
- Awnings/Canopies
- Accessory Bldgs, etc.
- Parking Lots
- Landfill and Extraction
- Gravel Mining
- Change of Use
- Storage Tanks
- Temp Tents, Trailers & Structures

Residential Zoning Districts : (Zoning Map Amendments) 01-0516:

- Single Family Districts _____ Acres
- Multi Family Districts _____ Acres

Non-Residential Zoning Districts : (Zoning Map Amendments) 01-0516:

- Zoning Map Amendments 1.80 Acres

Special District Applications 01-0516:

- Village Residential Overlay
- JMA-O, Jonesboro Municipal Overlay District
- Planned Development District _____ phase (preliminary, final, modification)

Board of Zoning Appeals Fee 01-0516:

- Residential
- Commercial
- Conditional Use
- Compatible Non-Conforming Use

Subdivision Planning Fees 01-0733:

- Minor Plats & Replats
- Reviews MAPC Approval: _____ Lots _____ Acres

On/Off-Premise Signage Permits – Planning Review 01-0734:

- Billboards
- High Rise Interstate _____ faces
- Bulletin Board _____ Sqft
- Construction Sign
- Ground Sign _____ Sqft
- Wall & Awning _____ Sqft
- Directional Sign _____ Sqft
- Pole Sign _____ Sqft
- Marquee Sign _____ Sqft
- Promo Event
- Special Event Sign
- Grand Opening Sign
- Corner or Interior Parcel Sign _____ Sqft Faces _____

Zoning Sign Deposit 01-0155: _____ Number of Signs

Mapping and Duplicating Services Per Page 01-0735:

- 8 1/2" x 11" BW Copies
- 8 1/2" x 11" Color Map
- Over Size Page
- Zoning Resolution
- Zoning Map 36"x50"
- Land Use (36"x44")
- 11"x17" Map
- Property Owner Search/Plat Map
- Zoning Certification Letter

Total Pages _____

Description: Rezoning Total Amount Due: \$430.00

Site: Address: 1612 Patricia St. Tracking No.: RZ 17-10

141 Investments, Inc. Customer City Official Dana Peel Date 5/11/17

Pd in collections



City of Jonesboro City Council
Staff Report – RZ 17-10: 1612 Patrick Street
Municipal Center - 300 S. Church St.
For Consideration by the City Council on June 20, 2017

REQUEST: To consider a rezoning of one tract of land containing 1.80 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of 1.80 acres of land located at 1612 Patrick Street from R-1 Single-family residential to RM-8 Multifamily Residential.

**APPLICANTS/
OWNER:** 141 Investments, 2300 Manchester Drive, Jonesboro, AR 72401

LOCATION: 1612 Patrick Street, Jonesboro, AR 72401

**SITE
DESCRIPTION:** **Tract Size:** Approx. 1.80 Acres
Street Frontage: **231.38 feet along Patrick Street**
Topography: Flat
Existing Development: Undeveloped

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 Single Family Residential
South	R-1 Single Family Residential
East	R-1 Single Family Residential
West	RS -7 (Briarwood Estates Subdivision)

HISTORY: This land has been undeveloped.

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP

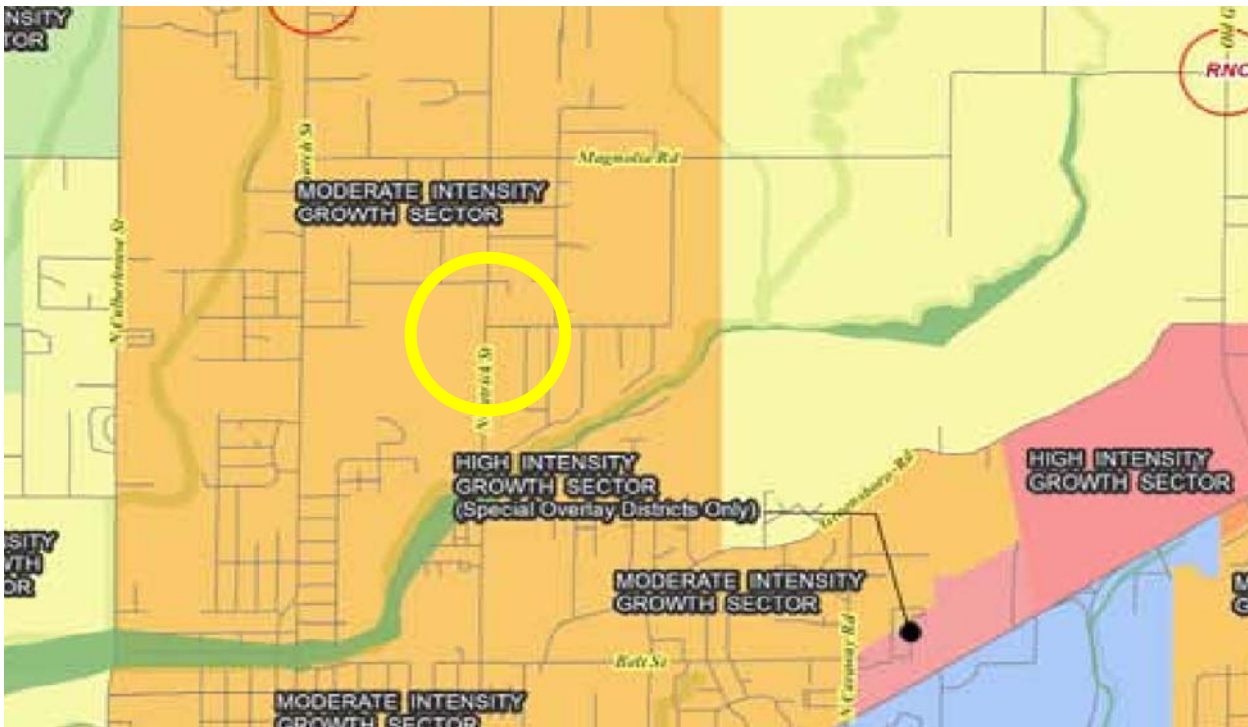
The Current/Future Land Use Map recommends this location as a Moderate Intensity Growth Sector. A wider mix of land use is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

MODERATE INTENSITY GROWTH SECTOR RECOMMENDED USE TYPES INCLUDE:

- Single Family Residential
- Attached Single Family, duplexes, triplexes, and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer’s market
- Pocket Park

MASTER STREET PLAN/TRANSPORTATION

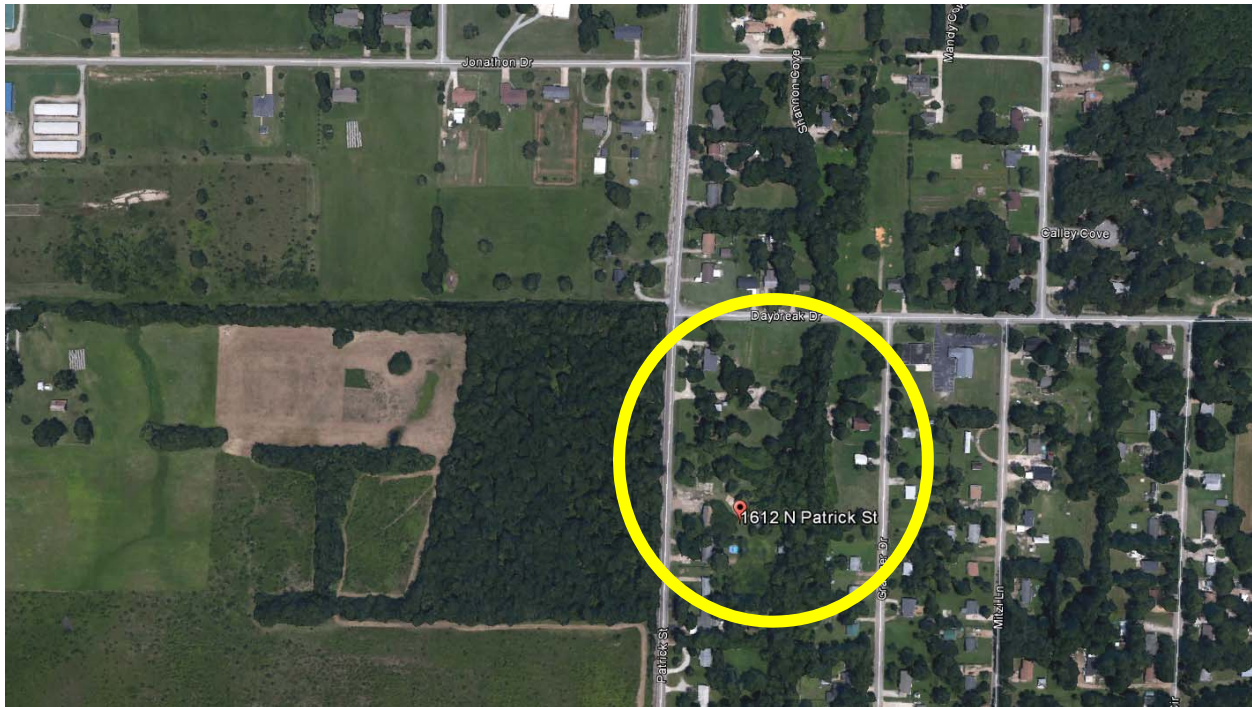
The subject site is served by North Patrick Street; the street right-of-ways must adhere to the Master Street Plan.



Adopted Land Use Map









Aerial/Zoning Map



Aerial View

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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed rezoning of RM-8 is consistent with the Future Land Use Plan, which was categorized as a Moderate 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.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Emerald Village is zoned RM-8. That development is located just south of 1612 Patrick Street.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	The property could be developed as a residential house. There are other single-family houses surrounding it.	
(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.	This site and use should not be a detriment to the area if controls are implemented to screen and buffer any environmentally sensitive surrounding uses.	
(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 business currently exist with only minor upgrades.	

STAFF FINDINGS

APPLICANT’S PURPOSE:

The applicant wants to rezone this area because they think the area is being redeveloped. They would like to turn this into a multi-family development.

Chapter 117 of the City Code of Ordinances/Zoning defines Commercial District as follows:

RM-8 Residential Multifamily Classification that allows for up to 16 units per net acre. This includes all forms of units – duplexes, triplexes, quads, and higher.

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 objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

ZONING CODE ALLOWABLE USES:

Below is the Table of Permitted Uses regarding the requested RM-8. Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank:

RM-8 Permitted Uses	
Single Family, attached	Communication Tower
Duplex, Triplex, Fourplex	Day Care
Multifamily	Golf Course
Manufactured housing unit	Government Service
Group Residential	Library
Bed and Breakfast	Parks and Recreation
Cemetery	Safety Services
Church	School, Elementary, Middle and High
College or University	Utility, Major and Minor

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 13, 2017

APPLICANT: Mr. Garry Tate of 141 Investments requested MAPC approval of a rezoning from R-1 Single Family Residential District to RM-8 Residential Multi-Family for 1.8 acres of land located at 1612 Patrick Street. Mr. Tate said the property had a house and shop building on the lot. He removed those from the lot and now he wants to rezone the property.

STAFF: Mr. Derrel Smith said the property does meet all of the guidelines needed for a rezoning. He did propose the following recommended conditions to the rezoning request:

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

COMMISSION: Mr. Denise Zolper asked Mr. Garry Tate how many units he was going to put on the property.

APPLICANT: Mr. Tate said he would like to put seven duplexes on the property.

COMMISSION: Mr. Zolper made a motion to approve the rezoning request with the stipulation attached that were recommended by the Planning Department. Those stipulations were:

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

No public comments.

COMMISSION ACTION:

Mr. Denise Zopher made a motion to approve Case: RZ: 17-10, as submitted, to the City Council with the noted conditions, and the MAPC find that to rezone property from “R-1” Single Family Residential District to “RM-8” Residential Multi-Family. Motion was seconded by Mr. Jimmy Cooper.

Roll Call Vote: 6-0, Aye’s: Jim Scurlock; Ron Kelton; Kevin Bailey; Jimmy Cooper; Jim Little and Denise Zopher.

Absent: Jerry Reece and Rick Stripling

CONCLUSION:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 17-10, a request to rezone property from R-1 Single Family Residential District to RM-8 Multifamily Residential Classification, subject to final site plan approval by the MAPC.

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

Respectfully Submitted for City Council Consideration,
The Planning Department

Sample Motion:

I move that we place Case: RZ 17-10 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that changing the zoning of this property from R-1 Single Family Residential to the proposed RM-8 Multifamily Residential District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the MAPC in the future.



View looking North



View looking South



View looking East



View looking West

ORDINANCE NO. _____ -2017

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING
ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES

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

SECTION I: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY
OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED
BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE
CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: R-1, SINGLE FAMILY RESIDENTIAL DISTRICT
TO: RM-8, RESIDENTIAL MULTI-FAMILY

THE FOLLOWING DESCRIBED PROPERTY:
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 4 EAST,
CRAIGHEAD COUNTY, ARKANSAS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8;
THENCE SOUTH 00°53'42" WEST, 360.00 FEET, ALONG THE
SECTION LINE TO THE POINT OF BEGINNING PROPER;

THENCE NORTH 89°52'41" EAST 330.00 FEET; THENCE SOUTH
05°17'56" EAST, 157.15 FEET; THENCE SOUTH 10°49'37" WEST,
75.73 FEET; THENCE SOUTH 89°47'41" WEST 333.88 FEET TO THE
SECTION LINE; THENCE NORTH 00°53'42" EAST, ALONG THE
SECTION LINE 231.38 FEET TO THE POINT OF BEGINNING
PROPER;

CONTAINING SOME (78327.47 SQ. FT.) 1.80 ACRES, MORE OR
LESS, BEING SUBJECT TO ANY AND ALL RIGHT OF WAY,
EASEMENTS, AND RESTRICTIONS OF RECORD.

SECTION II: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE
FOLLOWING STIPULATIONS:

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 MAPC, 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, etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INsofar AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

PASSED AND ADOPTED this ____ day of JULY, 2017.

Attested:

City of Jonesboro

Donna K. Jackson, City Clerk

By: _____
Harold Perrin, Mayor



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: _____
Case Number: _____

LOCATION:

Site Address: 1612 Patrick Street

Side of Street: East between Daybreak Drive and Pratt Circle

Quarter: PT NW Section: 8 Township: T14N Range: R4E

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: RM-8

Size of site (square feet and acres): 78327.47 SQ. FT. (1.80 Ac) Street frontage (feet): 231.38'

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Asphalt paving. Good condition.

Does public water serve the site? Yes, CWL

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes, CWL

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Modular Residence

South Frame Residence (Rental)

East Residential (Rental)

West Multi-family development RM-8

Physical characteristics of the site: Vacant – relatively level

Characteristics of the neighborhood: Older neighborhood Northerly, East, and South with mixture of single family and rental property, new multi-family to west.

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 18 days prior to the next MAPC meeting. 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? Currently R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? The area is being redeveloped.
- (3). If rezoned, how would the property be developed and used? Multifamily
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? RM-8 (8 units per acre)
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Proposed rezoning is consistent with new development in the area.
- (6). How would the proposed rezoning be the public interest and benefit the community? Affordable housing.
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Area to west being developed with a mixed use residential and multifamily housing.
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Area is being redeveloped.
- (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 is an older area, new and redevelopment is occurring at this time, property value is on the ingress, as with any new development more traffic will occur. Drainage will meet COJ requirements. Visual appearance will be new construction with landscaping. Do not anticipate additional noise, light, or vibration than normal use of the surrounding area.
- (10). How long has the property remained vacant? 5+ years.
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? Do not anticipate additional needs beyond the normal growth pattern.
- (12). If the rezoning is approved, when would development or redevelopment begin? Within 12 months.
- (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.* A letter has been sent to adjoining land owners.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

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:

141 Investments, Inc
Amy D

Address:

2300 Manchester Dr
Jonesboro, Pa. 72401

Applicant:

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

Name:

Amy D

Address:

2300 Manchester Dr
Jonesboro, Pa. 72401

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 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

City, State: _____ ZIP _____

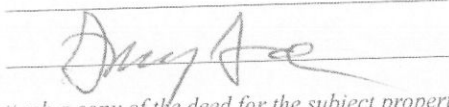
City, State: _____ ZIP _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

Signature: _____


Signature: _____

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 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.



* J B 2 0 1 5 R - 0 1 7 2 2 2 6 *

JB2015R-017222

CANDACE EDWARDS
CRAIGHEAD COUNTY

RECORDED ON:
11/04/2015 08:55AM

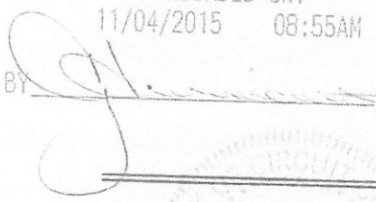


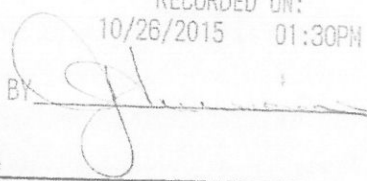
* J B 2 0 1 5 R - 0 1 6 / 3 8 0 *

JB2015R-016738

CANDACE EDWARDS
CRAIGHEAD COUNTY

RECORDED ON:
10/26/2015 01:30PM

BY  D. C.

BY  D. C.

THIS INSTRUMENT PREPARED BY: Garry Tate

Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

NOTE: This Warranty Deed is being re-recorded to correct the name of the Buyer.

THAT WE, **Larry Anderson and Brenda Carol Anderson, husband and wife, William Winfield Anderson and Brunilda Anderson, husband and wife, Gary Anderson and Kimberly Kay Craig, husband and wife, and Cleo Terrance Anderson, a single person,** for and in consideration of the sum of \$10.00, and other good and valuable considerations to us in hand paid by the **Grantee** herein, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **141 Investments, Inc. & unto its successors** and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to wit:

SEE ATTACHED EXHIBIT "A"

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

To have and to hold the same unto the said **Grantee** and unto **its successors** and assigns forever, with all appurtenances hereunto belonging.

And we hereby covenant with said **Grantee** that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, **Larry Anderson and Brenda Carol Anderson, husband and wife, William Winfield Anderson and Brunilda Anderson, husband and wife, Gary Anderson and Kimberly Kay Craig, husband and wife,** for and in consideration of the said sum of money, do hereby release and relinquish unto the said **Grantee** our rights of dower, curtesy, and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 19th day of **October, 2015**.

[Signature]
LARRY ANDERSON

[Signature]
BRENDA CAROL ANDERSON

[Signature]
WILLIAM WINFIELD ANDERSON

[Signature]
BRUNILDA ANDERSON

[Signature]
GARY ANDERSON

[Signature]
KIMBERLY KAY CRAIG

[Signature]
CLEO TERRANCE ANDERSON, by Kimberly Craig, his attorney-in-fact

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

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, **Larry Anderson and Brenda Carol Anderson, husband and wife, and William Winfield Anderson and Brunilda Anderson, husband and wife**, to me well known as 4 of the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 21st day of **October, 2015**.

[Signature]
Notary Public

My Commission Expires:
8-20-2020



7011 3500 0000 0862 4186

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Donald Matt
 Street, Apt. No.,
 or PO Box No. 1505 N. 21st Lane
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4209

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Kelley Rental Properties LLC
 Street, Apt. No.,
 or PO Box No. PO Box 17321
 City, State, ZIP+4 Jonesboro, AR 72403

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4223

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Stonage Properties LLC
c/o Jerry & Patricia Dodson
 Street, Apt. No.,
 or PO Box No. 3506 E Thomas Green Rd.
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4216

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To KWL Properties, LLC
Stacy Perry
 Street, Apt. No.,
 or PO Box No. 109 E Madison Ave
 City, State, ZIP+4 Bastrop, LA 71220

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4278

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: 3PS, ATTN: Dr. Kim Williams, Superintendent,
 Street, Apt. No.,
 or PO Box No. 2506 SW Square
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4254

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Wanda & Jazy Blake
 Street, Apt. No.,
 or PO Box No. 1408 N Patrick
 City, State, ZIP+4 Jonesboro, AR 72401

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4193

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: Herbert L Granger
 Street, Apt. No.,
 or PO Box No. 115 N Hickory
 City, State, ZIP+4 Brookland, AR 72417

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0000 0862 4247

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: TH & Mildred Cunningham
 Street, Apt. No.,
 or PO Box No. 1622 N Patrick
 City, State, ZIP+4 Jonesboro, AR 72401-884

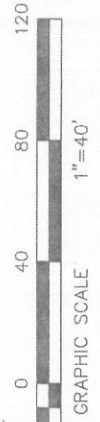
PS Form 3800, August 2006 See Reverse for Instructions

CERTIFICATE OF SURVEY:

THIS IS TO CERTIFY THAT FISHER ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:
 A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, THENCE SOUTH 00°53'42" WEST, 360.00 FEET, ALONG THE SECTION LINE TO THE POINT OF BEGINNING PROPER;
 THENCE NORTH 89°52'41" EAST, 330.00 FEET; THENCE SOUTH 05°17'56" EAST, 157.15 FEET; THENCE SOUTH 10°49'37" WEST, 75.73 FEET; THENCE SOUTH 89°47'41" WEST, 333.88 FEET TO THE SECTION LINE; THENCE NORTH 03°34'42" EAST, ALONG THE SECTION LINE 231.38 FEET TO THE POINT OF BEGINNING PROPER;
 CONTAINING SOME (78327.47 SQ. FT.) 1.80 ACRES, MORE OR LESS, BEING SUBJECT TO ANY AND ALL RIGHT OF WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.

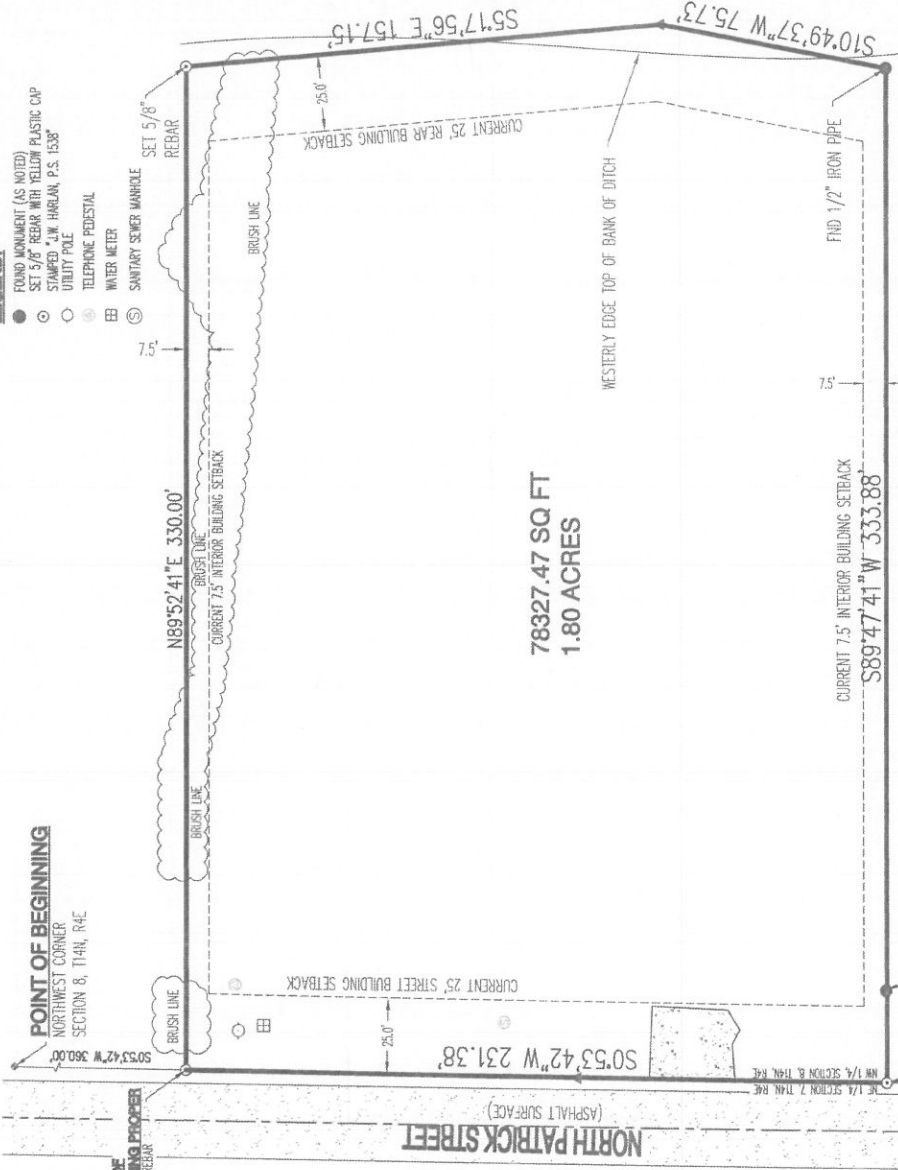
SURVEYOR'S NOTES:

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- BASES OF BEARINGS: ARKANSAS STATE PLAIN, NORTH ZONE (0301)
- THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:
 - DEED RECORD 333, PAGE 268-269
 - DEED RECORD 262, PAGE 646
 - ANDERSONS PATRICK STREET ADDITION TO JONESBORO, ARKANSAS, CLAY KENWOOD PL. LS. 12/07/80.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED BY FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. FISHER ARNOLD INC. MAKE NO WARRANTY TO THE EXACT LOCATION OF THE UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. CALL 811 BEFORE YOU DIG.
- THE SUBJECT PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 65049D0404C, EFFECTIVE DATE SEPTEMBER 27, 1991.
- SUBJECT PROPERTY IS CURRENTLY ZONED R-1.
- CURRENT BUILDING SETBACKS:
 - STREET SETBACK 25.0'
 - INTERIOR SIDE SETBACK 7.5'
 - REAR SETBACK 25.0'
- FIELD NOTES ARE RECORDED IN HRB FIELD BOOK 1154, PAGES 18.
- FIELD WORK WAS COMPLETED ON SEPTEMBER 28TH, 2016.



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP
- STAMPED "LW HARKLA, P.S. 1538"
- UTILITY POLE
- TELEPHONE PEDISTAL
- WATER METER
- BB SANITARY SEWER MANHOLE



CLIENT
GARRY TATE



COPYRIGHT 2017, ALL RIGHTS RESERVED

REZONING PLAT

JONESBORO, CRAIGHEAD COUNTY, ARKANSAS



1801 Latourette Drive | Jonesboro, Arkansas 72404
 870.932.2019 | Fax: 870.932.1078 | www.fisherarnold.com

DATE	BY	DESCRIPTION

SURVEY INDEX CODE
 500-14N-04E-0-08-440-16-1538

PROJECT NO.
 JB9435-09

DRAWN BY
 JWH

TGB

CHECKED BY

SCALE
 1" = 40'

SHEET
 1 OF 1

DATE
 01/17/17

DRAWING NO.
 56-46

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 (RM-E)

SIGNED THIS _____ DAY OF APRIL, 2017.

[Signature]
 GARRY TATE



Legislation Details (With Text)

File #:	RES-17:147	Version:	1	Name:	AGREEMENT WITH THE LEARNING CENTER (TLC) FOR THE CDBG PUBLIC SERVICES PROGRAM
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/21/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE LEARNING CENTER (TLC) FOR THE CDBG PUBLIC SERVICES PROGRAM.				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	TLC Agreement				

Date	Ver.	Action By	Action	Result
9/26/2017	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE LEARNING CENTER (TLC) FOR THE CDBG PUBLIC SERVICES PROGRAM.

WHEREAS, the City has awarded through its FY 2017 CDBG program and The Learning Center received \$20,000 for therapeutic and behavior materials for their playgrounds; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the City's Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro
Community Development Block Grant (CDBG)
Public Services Agreement**

THIS AGREEMENT, entered this ____ day of ____, 20__ by and between the **City of Jonesboro, Arkansas** (herein after referred to as “Grantee”) and **The Learning Center of Northeast Arkansas, Inc.** (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. NATIONAL OBJECTIVES

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

II. SCOPE OF SERVICE

A. Project Description

“The Playground Project” consists in funding the replacement/installation of foam padding for two (2) playgrounds at The Learning Center where participants with disabilities will have daily access to the playgrounds. The project will complement the occupational, speech and behavioral therapy the participants receive on a daily basis.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households

assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
The Playground Project	100

C. Key Personnel

Aaron Hannah	Director of Services
Robin Daniel	Director of Finance

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Materials (Foam padding for playgrounds)	\$20,000.00
TOTAL	\$20,000.00

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000.00. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in *2 CFR Part 200* and *24 CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining

directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 15th day of August, 2017 and end on the 30th day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	The Learning Center
Grants & Community Development	Aaron Hannah, Director of Services
300 S. Church St.	2808 Fox Meadow Lane
P.O. Box 1845	Jonesboro, AR 72404
Jonesboro, AR 72403-1845	Tel. (870) 932-4245
Tel. (870) 932-1052	Fax (870) 931-4457
Fax (870) 933-4626	

VI. COMPLIANCE

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment

of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

VII. SPECIAL CONDITIONS

NONE

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its

employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further

participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with 2 *CFR* § 200.213, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in *24 CFR Part 570.506* that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

This project is not allow to generate program income.

The Subrecipient shall report quarterly all program income as defined in *24 CFR*

§ 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds made available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in

lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety

Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its

entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of *24 CFR § 570.611* with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in *24 CFR § 570.200(j)*.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

City of Jonesboro

The Learning Center

Harold Perrin, Mayor

Date: _____

Aaron Hannah, Director of Services

Date: _____

Donna Jackson, City Clerk

Date: _____



Legislation Details (With Text)

File #:	RES-17:148	Version:	1	Name:	AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES INC. (HCSI) FOR THE CDBG PUBLIC SERVICES PROGRAM
Type:	Resolution	Status:			Recommended to Council
File created:	9/21/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES INC. (HCSI) FOR THE CDBG PUBLIC SERVICES PROGRAM.				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	HCSI Agreement				

Date	Ver.	Action By	Action	Result
9/26/2017	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES INC. (HCSI) FOR THE CDBG PUBLIC SERVICES PROGRAM. WHEREAS, the City has awarded through its FY 2017 CDBG program and the Hispanic Community Services Inc. received \$20,000 for La Escuelita-Expanded After-School Program; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro
Community Development Block Grant (CDBG)
Public Services Agreement**

THIS AGREEMENT, entered this ____ day of ____, 20__ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **Hispanic Community Services, Inc.** (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. NATIONAL OBJECTIVES

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

II. SCOPE OF SERVICE

A. Project Description

The project “La Escuelita—Expanded After-School Program” delivered by the Hispanic Community Services, Inc. (HCSI) will offer 22 scholarships for students attending the bilingual after-school program. The students will receive tutoring and other educational services during the three-semester school year that includes their summer program.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households

assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
La Escuelita—Expanded After-School Program	22

C. Key Personnel

Gina Gomez Executive Director

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	
Participant Cost/Scholarship	\$20,000.00
TOTAL	\$20,000.00

Approved Amounts

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000.00. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 *CFR Part 200* and 24 *CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be

made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 15th day of August, 2017 and end on the 30th day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Hispanic Community Services, Inc.
Grants & Community Development	Gina Gomez
300 S. Church St.	211 Vandyne St.
P.O. Box 1845	Jonesboro, AR 72401
Jonesboro, AR 72403-1845	Tel. (870) 931-1884
Tel. (870) 932-1052	
Fax (870) 933-4626	

VI. COMPLIANCE

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment

of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

VII. SPECIAL CONDITIONS

NONE

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its

employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further

participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with 2 *CFR* § 200.213, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in *24 CFR Part 570.506* that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

This project is not allow to generate program income.

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available

under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at *24 CFR § 570.504*. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds made available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure

all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and

American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of *24 CFR § 570.611* with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in *24 CFR § 570.200(j)*.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

City of Jonesboro

Hispanic Community Services, Inc.

Harold Perrin, Mayor

Date: _____

Gina Gomez, Executive Director

Date: _____

Donna Jackson, City Clerk

Date: _____



Legislation Details (With Text)

File #:	RES-17:150	Version:	1	Name:	AGREEMENT WITH FAMILIE TIEZ MENTORING AND OUTREACH COMPANY FOR THE CDBG PUBLIC SERVICES PROGRAM
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/21/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH FAMILIE TIEZ MENTORING AND OUTREACH COMPANY FOR THE CDBG PUBLIC SERVICES PROGRAM.				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	FT Agreement				

Date	Ver.	Action By	Action	Result
9/26/2017	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH FAMILIE TIEZ MENTORING AND OUTREACH COMPANY FOR THE CDBG PUBLIC SERVICES PROGRAM. WHEREAS, the City has awarded through its FY 2017 CDBG program and Familie Tiez received \$12,300 for Project Access, an after-school program; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro
Community Development Block Grant (CDBG)
Public Services Agreement**

THIS AGREEMENT, entered this ____ day of ____, 20__ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and Familie Tiez Mentoring and Outreach Co.. (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. NATIONAL OBJECTIVES

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

II. SCOPE OF SERVICE

A. Project Description

“Project Access” delivered by Familie Tiez consists in assisting LMI students of the after school program to improve the educational and social outcomes by working on increasing their overall academic performance, including GPA. Students will have access to tutoring, computers, and other materials to enable them to complete school assigned homework or projects.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households

assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
Project Access	100
C. <u>Key Personnel</u>	
Wakonda Cox	Executive Director
Open Position	Tutor Coordinator

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Salary	\$2,700.00
Supplies & Services	\$9,600.00
TOTAL	\$12,300.00

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$12,300.00. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in *2 CFR Part 200* and *24 CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and

eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 15th day of August, 2017 and end on the 30th day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:

Grantee
City of Jonesboro
Grants & Community Development
300 S. Church St.
P.O. Box 1845
Jonesboro, AR 72403-1845
Tel. (870) 932-1052
Fax (870) 933-4626

Subrecipient
Familie Tiez
Wakonda Cox
710 Southwest Drive
Jonesboro, AR 72401
Tel. (870) 897-4761
familietiez@yahoo.com

VI. COMPLIANCE

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

VII. SPECIAL CONDITIONS

NONE

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law.

In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with 2 *CFR* § 200.213, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in *24 CFR Part 570.506* that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

This project is not allow to generate program income.

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available

under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at *24 CFR § 570.504*. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds made available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and

American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of *24 CFR § 570.611* with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 *CFR* § 570.200(j).

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

City of Jonesboro

Familie Tiez Mentoring & Outreach Co.

Harold Perrin, Mayor

Date: _____

Wakonda Cox, Executive Director

Date: _____

Donna Jackson, City Clerk

Date: _____



Legislation Details (With Text)

File #: RES-17:151 **Version:** 1 **Name:** AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM

Type: Resolution **Status:** Recommended to Council

File created: 9/21/2017 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM.

Sponsors: Grants

Indexes:

Code sections:

Attachments: [WENA Agreement](#)

Date	Ver.	Action By	Action	Result
9/26/2017	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM.

WHEREAS, the City has awarded through its FY 2017 CDBG program and West End Neighborhood Association received \$7,500 for "Safety Lighting" project, for an additional 33 street lights; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro
Community Development Block Grant (CDBG)
Public Services Agreement**

THIS AGREEMENT, entered this ____ day of ____, 20__ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **West End Neighborhood Association** (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. NATIONAL OBJECTIVES

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR § 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

II. SCOPE OF SERVICE

A. Project Description

The “Safety Lighting” project delivered by West End Neighborhood Association will consist on funding the installation of thirty-three (33) additional security lights on existing light poles in areas with dark streets in the West End Neighborhood. Funds will also cover the monthly rental/usage fee for the total ninety-three (93) lights. The Subrecipient is addressing the priority of Neighborhood Revitalization and aiming to reduce criminal activities. Subrecipient is collaborating with City Water and Light and Jonesboro Police Department (JPD) to assess the area targeted through this Agreement.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
Safety Lighting	3,468

C. Key Personnel

Jeff Ransone	President
Mary Ellen Warner	Vice President
Mary Ransone	Secretary
Frank Sloan	Treasurer

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Supplies & Services	\$7,500.00
TOTAL	\$7,500.00

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$7,500.00. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 *CFR Part 200* and 24 *CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 15th day of August, 2017 and end on the 30th day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:

Grantee
City of Jonesboro
Grants & Community Development
300 S. Church St.
P.O. Box 1845
Jonesboro, AR 72403-1845
Tel. (870) 932-1052
Fax (870) 933-4626

Subrecipient
Mary Ransone, Secretary
West End Neighborhood Association
1224 W. Matthews Ave.
P.O. Box 1002
Jonesboro, AR 72403
Tel. (870) 897-6726

VI. COMPLIANCE

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

VII. SPECIAL CONDITIONS

NONE

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the

services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any

satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with *2 CFR § 200.213*, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in *2 CFR § 200.342*.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with *24 CFR § § 84.21-28* and *2 CFR § 200.419*, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, “Cost Principles”. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 *CFR Part 570.506* that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 *CFR Part 570.502*, 24*CFR 84.21-28*, and 2 *CFR* § § 200.333-200.337; and
- h. Other records necessary to document compliance with Subpart K of 24 *CFR* § 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for

services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

This project is not allow to generate program income.

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at *24 CFR § 570.504*. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds made available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable

personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the

CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority

and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency’s contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism

activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal

incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of *24 CFR § 570.611* with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 *CFR* § 570.200(j).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

City of Jonesboro

West End Neighborhood Association

Harold Perrin, Mayor

Mary Ellen Warner, Vice-President

Date: _____

Date: _____

Donna Jackson, City Clerk

Date: _____



Legislation Details (With Text)

File #: ORD-17:070 **Version:** 2 **Name:** Ordinance authorizing raises for elected officials
Type: Ordinance **Status:** Second Reading
File created: 8/24/2017 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE AUTHORIZING RAISES FOR ELECTED OFFICIALS
Sponsors: Finance
Indexes: Employee benefits
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
9/19/2017	1	City Council		
9/5/2017	1	City Council	Held at one reading	
8/29/2017	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE AUTHORIZING RAISES FOR ELECTED OFFICIALS
WHEREAS, the City Council authorized raises for all employees in 2016; and

WHEREAS, elected officials were not included in those raises and have not received any increase since 2015, which was a cost of living raise given to all employees; and

WHEREAS, it is the desire of the City Council to give a pay raise to our elected officials; and

WHEREAS, monies needed for said increases shall come from savings from other budget line items that have leftover funds.

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

SECTION 1: The City of Jonesboro authorizes a pay raise in the amount of 6% for all elected officials.



Legislation Details (With Text)

File #:	ORD-17:071	Version:	2	Name:	Amend Code of Ordinances regarding permits for alcoholic beverages
Type:	Ordinance	Status:		Status:	Second Reading
File created:	8/24/2017	In control:		In control:	Public Safety Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND THE ALCOHOL ORDINANCE OF THE CITY OF JONESBORO AND ADD SECTION 6-30 TO ARTICLE II PERMITS				
Sponsors:	Mayor's Office, Police Department				
Indexes:	Code of Ordinances amendment				
Code sections:	Chapter 6 - Alcoholic Beverages				
Attachments:	Jonesboro Application for Private Club Permit.pdf Jonesboro Application for Change in Business Operation of Private Club.pdf Jonesboro Application for Transfer of Location of Private Club Permit.pdf				

Date	Ver.	Action By	Action	Result
9/19/2017	1	City Council		
9/5/2017	1	Public Safety Council Committee	Recommended to Council	Pass

AN ORDINANCE TO AMEND THE ALCOHOL ORDINANCE OF THE CITY OF JONESBORO AND ADD SECTION 6-30 TO ARTICLE II PERMITS

WHEREAS, the City Council of the City of Jonesboro, Arkansas has established requirements for local alcohol permits in Chapter 6 Article II of the Code of Ordinances, and

WHEREAS, the legislature for the State of Arkansas now requires local city council approval of all applications for a private club permit prior to them being submitted to the Alcoholic Beverage Control Division, and

WHEREAS, the City Council for the City of Jonesboro desires to establish a procedure for this approval process.

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

SECTION ONE: That Ordinance 6-30 shall be added to Chapter 6, Article II of the Jonesboro Code of Ordinances and shall contain the following language:

6-30 Approval of private club new permit applications, transfers of business location applications, and changes in type of business operation applications, to be submitted to the Arkansas Beverage Control Division

- (a) Prior to submitting an application for a new private club permit, transfer of business location, or change in type of business operation to the Arkansas Beverage Control Division, the applicant must first submit an application to the City of Jonesboro for approval. Said application shall be made available at the Jonesboro Police Department and on the City of

Jonesboro website.

- (b) Completed applications should be submitted to the Chief of Police at the Jonesboro Police Department. Applications shall be reviewed for compliance by the Police Department and Planning Department to ensure that all required information is contained in the application. Applications shall be verified within 30 days of their receipt by the Chief of Police, unless extenuating circumstances apply which require more information or assistance from the applicant.
- (c) The application shall be submitted with a one time, non-refundable application fee in an amount to be established by the City Council. This fee is completely separate from any licensing fees which may later be due to the city to operate a business in the City of Jonesboro.
- (d) Once the completed application has been verified by the city, the applicant will be notified to request that the City Clerk place the application on the City Council agenda for consideration. If applicant does not submit the verified application to the council for approval within 60 days of the application being verified, it shall be deemed denied. If an application is deemed denied for lack of action by applicant, applicant must wait six months before submitting another application.
- (e) Any denial of an application by the City Council may be appealed to Craighead County Circuit Court.

SECTION TWO: Provisions of this ordinance are hereby declared to be severable and if any section, phrase, or provision shall be declared or held invalid each invalidity shall not affect the remainder of the sections, phrases or provisions.



APPLICATION FOR PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
NOTE: FORMS MUST BE NOTARIZED.

**APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND
INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).**

2. Application fee is _____ and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
4. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF
CLUB

First

Middle

Last

HOME ADDRESS

Street

City

Zip

County

BUSINESS NAME

BUSINESS ADDRESS

Street

City

Zip

County

Does the club own the premises? _____ If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

Does anyone now hold an alcoholic beverage permit at this location? _____ If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this _____ day of _____, _____.

Signature of Applicant/Managing Agent

Official Title

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

Notary Public

My Commission Expires: _____:

(a) Are any of the above to be connected with the operation of the outlet? _____

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

14. Covering the past five (5) years, give in detail the following:

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

COUNTY OF _____

_____, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

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

Notary Public

My Commission Expires: _____:

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Signature – Full Name

Date

Home Address

City

State

Zip

Mailing Address

City

State

Zip

Contact Phone

Business Phone

Email Address

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

Notary Public

My Commission Expires: _____:

IMPORTANT INFORMATION AND INSTRUCTIONS

REGARDING A CRIMINAL BACKGROUND CHECK

1. Alcoholic Beverage Control laws and regulations prohibit the issuance of a permit to a person who has been convicted of a felony. This law also applies to partners, stockholders (persons who own more than 5% of the stock in a corporation) or members of an LLC who own more than 5% interest.
2. Attached is a criminal background application which must be completed and submitted to the Arkansas State Police. They will return the Arkansas background check results to you; ***the original document must accompany the City of Jonesboro application.*** If this report indicates you (partner, stockholder or member of LLC, if applicable) are not a convicted felon, your application will be eligible for consideration by the city. Amount of \$25.00 (check or money order) is due at time of submission to Arkansas State Police.

A SELF ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED WITH SUBMISSION OF THE ABOVE.

4. If you wish to complete this process in person, go to the Arkansas State Police Headquarters. You will be required to show a state issued photo ID or driver's license. Payment must be by check or money order made payable to Arkansas State Police.

Background investigation questions; call Arkansas State Police at
501 618 8500.

MAIL TO: **Arkansas State Police**
 ATTN: Identification Bureau
 #1 State Police Plaza
 Little Rock, Arkansas 72209



APPLICATION FOR CHANGE IN TYPE OF BUSINESS OPERATION OF PRIVATE CLUB
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
NOTE: FORMS MUST BE NOTARIZED.
2. Application fee is _____ and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

We hereby make an application to change our type of business operation associated with our permit to serve alcoholic beverages.

Non-Profit Corporation

PERMIT #

APPLICANT ON BEHALF OF
CLUB

First

Middle

Last

HOME ADDRESS

Street

City

Zip

County

BUSINESS NAME

BUSINESS ADDRESS

Street

City

Zip

County

Is your establishment currently primarily engaged in the business of serving food for consumption on the premises?

If the answer to the previous question is no, then what type of business are you currently engaged in on the premises?
Please list all activities offered.

What type of business activity are you proposing to change/add with this application?

I, _____, do hereby acknowledge that all answers submitted are true and correct to the best of my knowledge.

Signed this ____ day of _____, _____.

Signature of Applicant/Managing Agent

Official Title

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

Notary Public

My Commission Expires: _____:



APPLICATION FOR TRANSFER OF LOCATION OF PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
NOTE: FORMS MUST BE NOTARIZED.
2. Application fee is _____ and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
4. The following additional materials must be submitted with your application:

The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

We hereby make an application to transfer our permit to serve alcoholic beverages to another premises within the city of Jonesboro.

Non-Profit Corporation

PERMIT #

APPLICANT ON BEHALF OF
CLUB

First

Middle

Last

HOME ADDRESS

Street

City

Zip

County

BUSINESS NAME

BUSINESS ADDRESS

Street

City

Zip

County

Does the club own the premises? _____ If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location? _____ If so, give name, address and permit no(s).

I certify the following (check any which are applicable):

____ No private club permit exists at the proposed location.

____ Existing permit for this location will be surrendered for cancellation upon the issuance of new permit.

____ Existing permit has been previously surrendered.

I, _____, do hereby acknowledge that all answers submitted are true and correct to the best of my knowledge.

Signed this ____ day of _____, _____.

Signature of Applicant/Managing Agent

Official Title

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

Notary Public

My Commission Expires: _____:



Legislation Details (With Text)

File #:	ORD-17:074	Version:	1	Name:	AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT
Type:	Ordinance	Status:			Third Reading
File created:	8/30/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT				
Sponsors:	Grants				
Indexes:	Budget amendment, Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
9/19/2017	1	City Council		
9/12/2017	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE FY 2017-2018 EMERGENCY SOLUTIONS GRANT

WHEREAS, the City of Jonesboro is currently in process of approving Resolution Number 17:135 for the execution of the 2017-2018 Emergency Solution Grant subaward which is federally funded by the U.S. Department of Housing and Urban Development and was awarded to the Arkansas Department of Human Services; and

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance Number 16:085, which will need to be amended in order to effectuate said increase to the Federal Funds budget for the 2017-2018 Emergency Solutions Grant subaward, thus the budgeted amount will need to increase by \$49,470.28.

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

SECTION 1: The 2017 Budget is hereby amended to provide for an increase in the Federal Funds budget for the 2017-2018 Emergency Solutions Grant subaward for \$49,470.28.



Legislation Details (With Text)

File #:	ORD-17:076	Version:	1	Name:	Rezoning at 800 Southwest Drive
Type:	Ordinance	Status:		Status:	Third Reading
File created:	9/14/2017	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO C-3 FOR PROPERTY LOCATED AT 800 SOUTHWEST DRIVE AS REQUESTED BY FIRST NATIONAL BANK				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Survey for First National Bank of Paragould Certified Receipts Council Staff Summary Deed Neighborhood Letter and Meeting Minutes 600 ft buffer around 800 Southwest Drive Aerial View of Location Affidavit of Compliance Application				

Date	Ver.	Action By	Action	Result
9/19/2017	1	City Council		

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO C-3 FOR PROPERTY LOCATED AT 800 SOUTHWEST DRIVE AS REQUESTED BY FIRST NATIONAL BANK
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION I: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

TRACT I:

FROM R-2 MULTI-FAMILY LOW DENSITY RESIDENTIAL TO C-3 GENERAL COMMERCIAL, THE FOLLOWING DESCRIBED PROPERTY:

ALL OF LOT 7R, MELTON MANOR ADDITION, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING A RE-PLAT OF LOT 7 AND PART OF LOT 8, MELTON MANOR ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY A PLAT OF RECORD IN PLAT CABINET B AT PAGE 56, SUBJECT TO ANY EASEMENTS OF RECORD, LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF THE ARKANSAS STATE HIGHWAY COMMISSION RECORDED IN DEED BOOK 549 AT PAGE 561.

SECTION II: The requested rezoning Classification is further restricted as follows:

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

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

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this Ordinance.

SURVEY FOR: First National Bank of Paragould OF: 800 Southwest Drive Jonesboro, Arkansas

DESCRIPTION OF SURVEY:

OF:

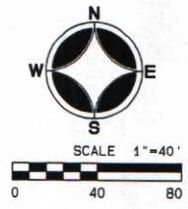
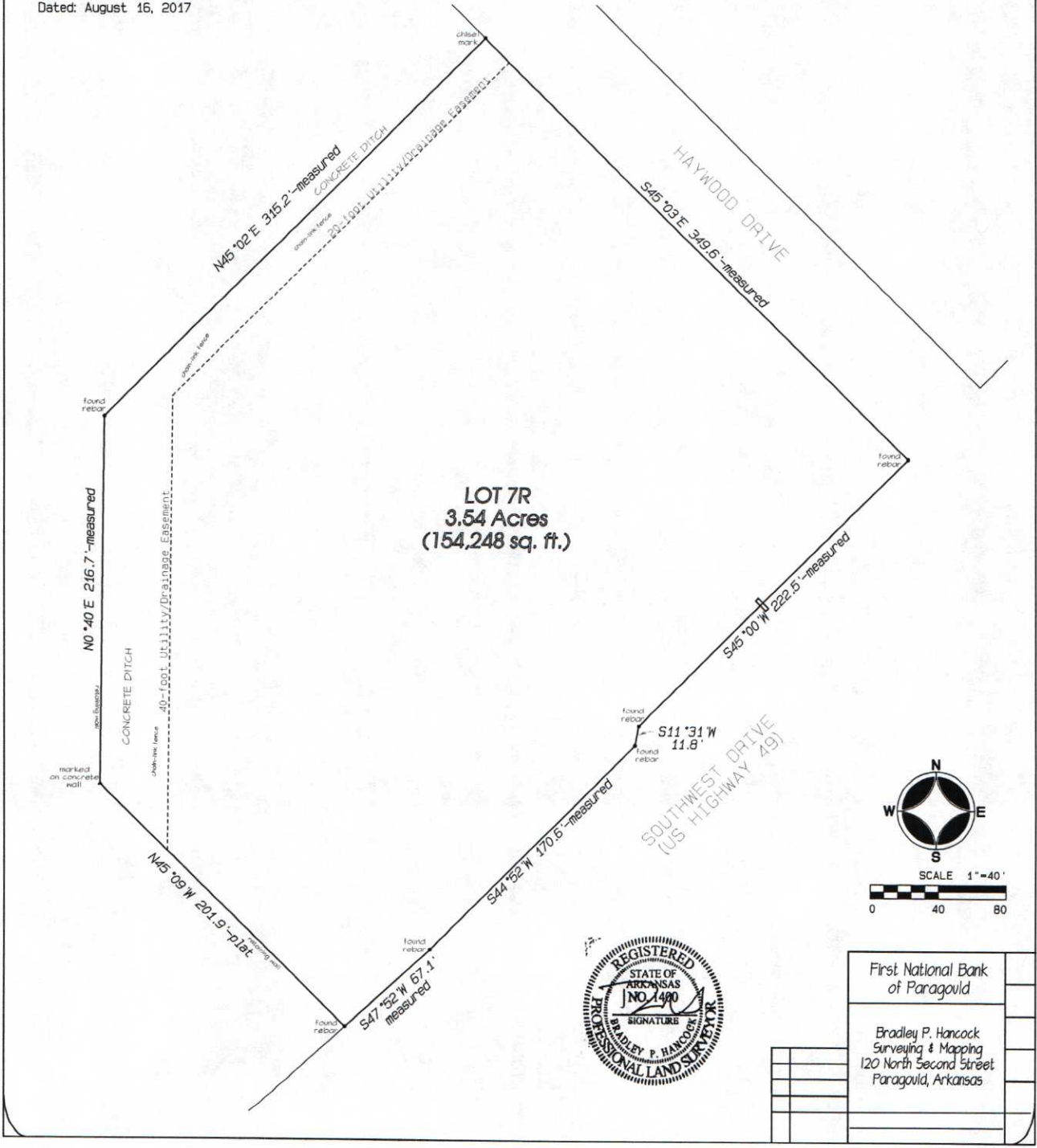
The following described lands in Craighead County, Arkansas, to-wit:

ALL of Lot 7R, Melton Manor Addition, Craighead County, Jonesboro, Arkansas, being a re-plot of Lot 7 and part of Lot 8, Melton Manor Addition to the City of Jonesboro, Arkansas, as shown by a plat of record in Plat Cabinet B at Page 56, subject to any easements of record, LESS AND EXCEPT property described in Warranty Deed in favor of the Arkansas State Highway Commission recorded in Deed Book 549 at page 561.

Notes:

- 1.) Bearings from GPS, Arkansas State Plane North Zone.
- 2.) Improvements are as shown.

Dated: August 16, 2017



First National Bank of Paragould
Bradley P. Hancock Surveying & Mapping 120 North Second Street Paragould, Arkansas

7012 1640 0000 7741 1733

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

HENSLEY, AR 72065

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
JONESBORO CARWASH LLC
17248 CLEAR WATER DR
HENSLEY, AR 72065

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1726

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72403

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
JOHN T WALESZONIA
PO BOX 19514
JONESBORO, AR 72403

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1757

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
ALFRED BARNES JR
705 AMBERWOOD COVE
JONESBORO AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1740

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
740 SOUTHWEST DRIVE LLC
740 SOUTHWEST DRIVE
JONEBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1702

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
MIKE OR BRENDA MITCHELL
708 AMBERWOOD CV
JONESBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1719

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72403

OFFICIAL USE

Postage	\$3.35 \$.46	\$2.75	0408 22
Certified Fee	3.35	00	
Return Receipt Fee (Endorsement Required)	2.75	00	
Restricted Delivery Fee (Endorsement Required)		00	
Total Postage & Fees	\$0.49		
	\$6.59		

Postmark Here

08/18/2017

Sent To
TWJD INVESTMENTS LLC
PO BOX 1028
JONESBORO, AR 72403

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1689

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Po	\$0.49		

08/18/2017

Sent To
DAVID MCCOY
706 AMBERWOOD CV
JONESBORO, AR 72401

7012 1640 0000 7741 1696

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

TULSA, OK 74170

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Po	\$0.49		

08/18/2017

Sent To
MORTGAGE CLEARING CORPORATION
PO BOX 702100
TULSA, OK 74170

7012 1640 0000 7741 1665

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Po	\$0.49		

08/18/2017

Sent To
RAM INVESTMENT HOLDINGS LLC
702 AMBERWOOD CV
JONESBORO, AR 72401

7012 1640 0000 7741 1672

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Po	\$0.49		

08/18/2017

Sent To
DILLON T & CATHY COPLIN
704 AMBERWOOD CV
JONESBORO, AR 72401

7012 1640 0000 7741 1641

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Po	\$0.49		

08/18/2017

Sent To
SPENCER R & BRITTANY D JEU
701 AMBERWOOD CV
JONESBORO, AR 72401

7012 1640 0000 7741 1658

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72404

OFFICIAL USE

Postage	\$3.35	\$2.75	0408
	.46		22
Certified Fee	3.35	\$0.00	Postmark Here
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00	
Total Postage & Fees	\$0.49		

08/18/2017

Sent To
LYNITA COOKSEY
3113 BARRINGTON CV
JONESBORO, AR 72404

7012 1640 0000 7741 1627

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total	\$0.49			

08/18/2017

Sent To
JERRY LEWIS
Street, Apt or PO Box
707 AMBERWOOD COVE
City, State
JONESBORO, AR 72401

7012 1640 0000 7741 1634

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

COPELL, TX 75019

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total Postage & Fees	\$0.49			

08/18/2017

Sent To
CORELOGIC
Street, Apt or PO Box
PO BOX 9202
City, State
COPELL, TX 75019

7012 1640 0000 7741 1603

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

MOUNTAIN HOME, AR 72654

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total	\$0.49			

08/18/2017

Sent To
GREGORY & MAGNESS PROPERTIES LLC
Street, Apt or PO Box
PO BOX 710
City, State
MOUNTAIN HOME, AR 72654

7012 1640 0000 7741 1610

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72404

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total Postage & Fees	\$0.49			

08/18/2017

Sent To
TODD JACKSON
Street, Apt or PO Box
2509 LEXINGTON PL
City, State
JONESBORO, AR 72404

7012 1640 0000 7741 1580

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

SAN ANTONIO, TX 78251

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total	\$0.49			

08/18/2017

Sent To
WELLS FARGO HOME MORTGAGE
Street, Apt or PO Box
4101 WISEMAN BLVD
City, State
SAN ANTONIO, TX 78251

7012 1640 0000 7741 1597

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	.46	\$2.75	0408
Certified Fee	3.35	\$0.00		22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00		
Restricted Delivery Fee (Endorsement Required)		\$0.00		
Total Postage & Fees	\$0.49			

08/18/2017

Sent To
MICHAEL J & MARY E STROUD
Street, Apt or PO Box
727 SOUTHWEST DR
City, State
JONESBORO, AR 72401-7034

7012 1640 0000 7741 1566

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

SUE PARKINSON
801 SOUTHWEST DR
JONESBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1573

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

BETTY TUCKER
731 SOUTHWEST DR
JONESBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1542

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72404

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

SUNSET JONESBORO LLC
2913 ABERNATHY LAKE CV
JONESBORO, AR 72404

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1559

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

SHIRLEY A ANDERS
805 SOUTHWEST DR
JONESBORO, AR 72401-7050

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1528

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

GORDON OR ELAINE SHANNON
2700 MARYLAND DR
JONESBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0000 7741 1535

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JONESBORO, AR 72401

Postage	\$3.35	.46	\$2.75
Certified Fee	3.35	0.00	0.00
Return Receipt Fee (Endorsement Required)	2.75	0.00	0.00
Restricted Delivery Fee (Endorsement Required)			\$0.00
Total Postage & Fees	\$0.49		\$6.59

0408
22

Postmark
Here

08/18/2017

Sent To

BRAD WELBOURNE
813 SW DRIVE
JONESBORO, AR 72401

PS Form 3800, August 2006

See Reverse for Instructions

7012 1640 0001 7741 1511

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Postage	\$3.35	\$0.75	0408
Certified Fee	3.35	\$0.00	22
Return Receipt Fee (Endorsement Required)	2.75	\$0.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Postage	\$0.49		
Total Postage & Fees	\$6.59		

Postmark Here
08/18/2017

Ser
 Str or: **GENE LOVE**
 2701 MARYLAND DR
 City: JONESBORO, AR 72401

PS Form 3800, August 2007 See Reverse for Instructions

7015 1730 0001 5162 7196

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Certified Mail Fee	\$3.35	\$2.75	0408
Extra Services & Fees (check box, add fee as appropriate)	3.35	2.75	22
<input checked="" type="checkbox"/> Return Receipt (hardcopy)		\$2.75	
<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	.46	.49	
Total Postage and Fees	\$6.59		

Postmark Here
08/18/2017

Ser
 Str or: **LOUIS AND PAULA WEWERS**
 2591 ROSEWOOD DRIVE
 City: JONESBORO, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 1730 0001 5162 7172

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

JONESBORO, AR 72401

OFFICIAL USE

Certified Mail Fee	\$3.35	\$2.75	0408
Extra Services & Fees (check box, add fee as appropriate)	3.35	2.75	22
<input checked="" type="checkbox"/> Return Receipt (hardcopy)		\$2.75	
<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	.46	\$0.49	
Total Postage and Fees	\$6.59		

Postmark Here
08/18/2017

Sent To
 Street and Apt. #: **BILLY G NELSON**
 920 PINECREST
 City, State, ZIP+4: JONESBORO, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 1730 0001 5162 7165

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

JONESBORO, AR 72403

OFFICIAL USE

Certified Mail Fee	\$3.35	\$2.75	0408
Extra Services & Fees (check box, add fee as appropriate)	3.35	2.75	22
<input checked="" type="checkbox"/> Return Receipt (hardcopy)		\$2.75	
<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	.46	\$0.49	
Total Postage and Fees	\$6.59		

Postmark Here
08/18/2017

Sent To
 Street and Apt. #: **THREE GIRLS LLC**
 PO BOX 9085
 City, State, ZIP+4: JONESBORO, AR 72403

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City of Jonesboro City Council
Staff Report – RZ 17-25: 800 Southwest Drive
Municipal Center - 300 S. Church St.
For Consideration by the City Council on September 19, 2017

REQUEST: To consider a rezoning of one tract of land containing 3.54 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of 3.54 acres of land located at 800 Southwest Drive from R-2 Multi-Family Low Density District to C-3 General Commercial.

**APPLICANTS/
OWNER:** First National Bank of Paragould, 9112 Southwest Drive, Jonesboro, AR

LOCATION: 800 Southwest Drive, Jonesboro, AR 72404

**SITE
DESCRIPTION:** Tract Size: Approx. 3.54 Acres

STREET FRONTAGE: Street Frontage: 393 feet
Topography: Flat
Existing Development: Undeveloped

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-4 LUO/R-2 Multi-Family Low Density District
South	C-3 General Commercial District
East	R-1 Single Family Residential
West	R-2 Multi-Family Low Density District / R-1 Single Family Residential

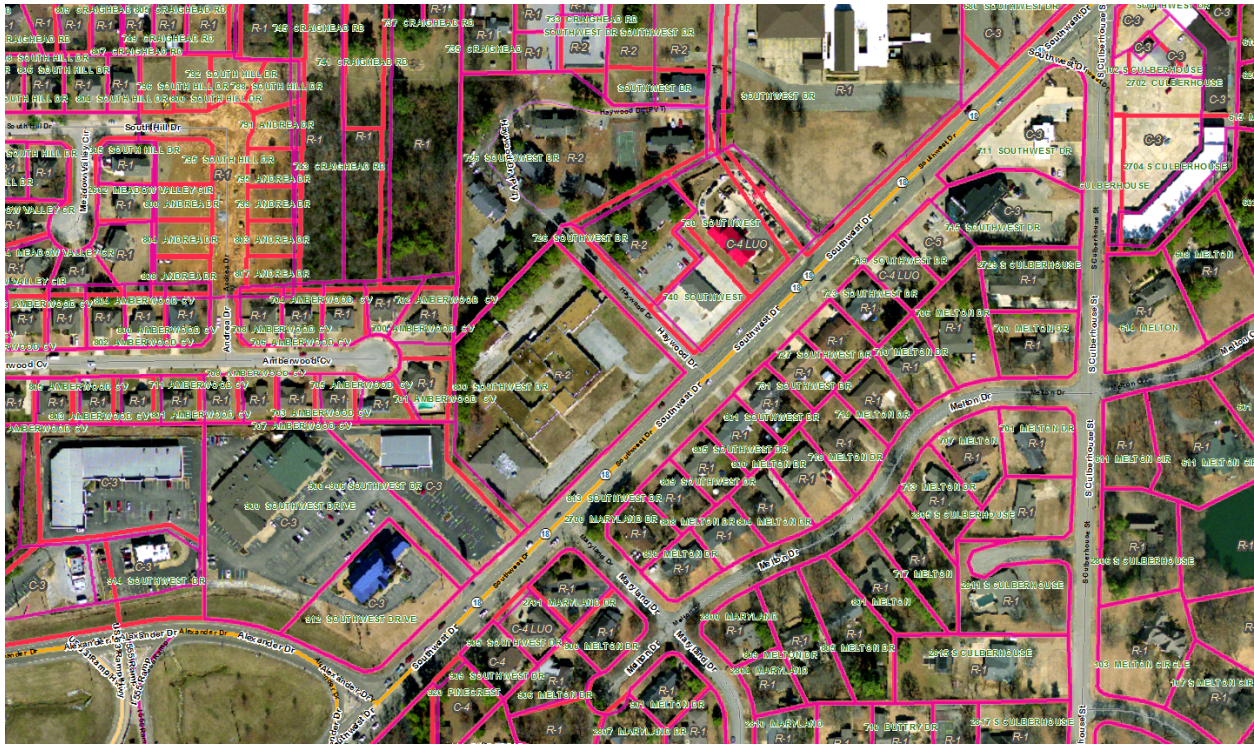
HISTORY: Vacant, Previously used as a skilled care facility.

ZONING ANALYSIS

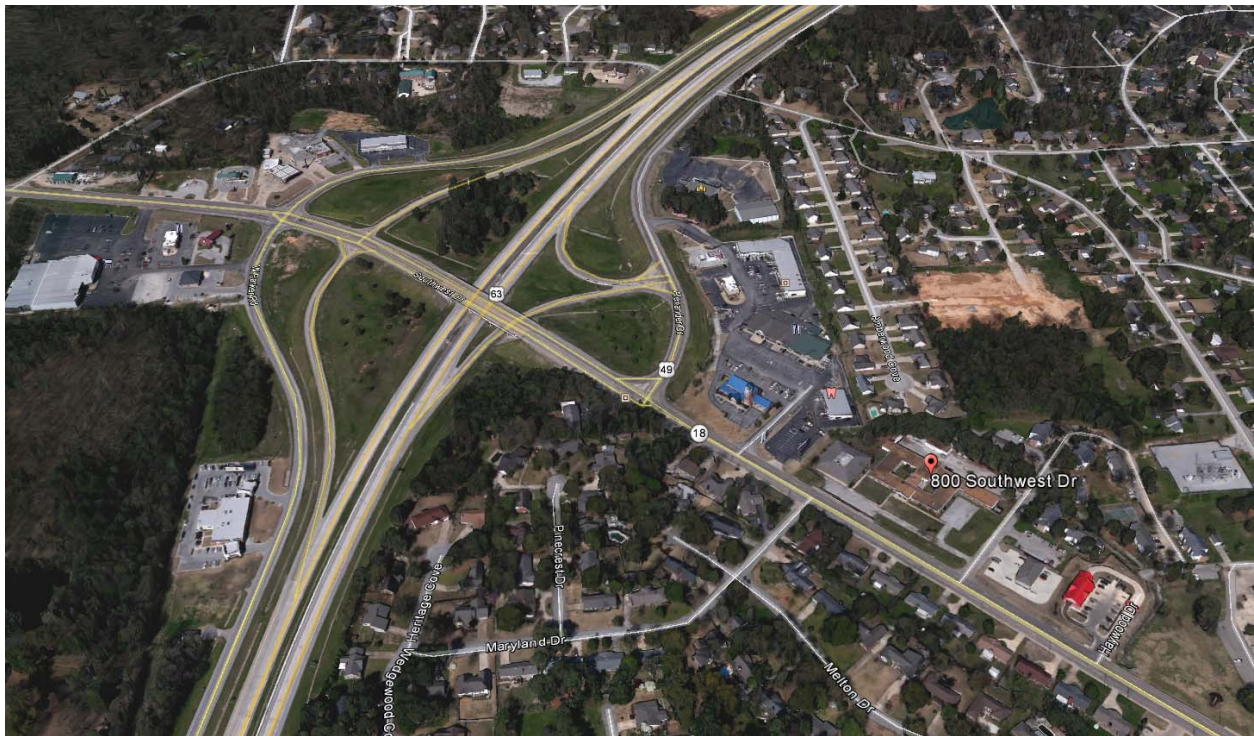
City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector. A wide range of land uses are appropriate in the high intensity zone, 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 an area where sewer service is readily available and transportation







Aerial/Zoning Map



Aerial View

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:

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	This area is classified as a High Intensity Growth Sector. A commercial zoning would be consistent with the Land Use Plan.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Southwest Drive is a commercial area. There are several commercial developments surrounding this location.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	Some apartment complexes in the area have entrances off Southwest Drive. There are apartments and single-family housing located behind this property. However, a commercial zoning would probably be a better fit for this location.	
(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.	The development could cause an increase in traffic. Proper buffer controls should be used to shield the single-family housing from the commercial development.	
(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.	

STAFF FINDINGS

APPLICANT'S PURPOSE:

The applicant feels like the rezoning would allow them to develop the property at its highest and best use.

Chapter 117 of the City Code of Ordinances defines C-3 General Commercial District:

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 streets. Development of grouping 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 objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON SEPTEMBER 13, 2017

APPLICANT: Mr. Don Parker requested a Rezoning from R-2 Multi-Family Low Density District to C-3 General Commercial District. He pointed out this request did meet all of the zoning criteria set by the Planning Department and there were no objections to this request from any other department within the city. They also held a neighborhood meeting mainly for informational purposes. No one attended the meeting.

STAFF: Mr. Derrel Smith presented staff comments. He recommended approval with the following conditions:

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

No Public Comments.

COMMISSION ACTION:

Mr. Dennis Zolper made a motion to approve Case: RZ: 17-26, 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 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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

The MAPC find that to rezone property from “R-2” Single Family Residential District TO “C-3” General Commercial District. Motion was seconded by Mr. Jimmy Cooper.

Roll Call Vote: 5-0, Aye’s: Kevin Bailey; Jerry Reece; Jimmy Cooper; Dennis Zolper and Jim Little.

Absent: Dr. Rick Stripling; Ron Kelton; and Jim Scurlock

CONCLUSION

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should the MAPC decide to approve based on the above observations and criteria of Case RZ 17-25, a request to rezone property from R-2 Low Density Multi-Family Residential District to C-3 General Commercial District, subject to final site plan approval by the MAPC and the following conditions:

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 MAPC, 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 etc. shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

Respectfully Submitted for Planning Commission Consideration,
The Planning Department

Sample Motion

I move that we place Case: RZ 17-25 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that changing the zoning of this property from R-2 Low Density Multi-Family Residential District to C-3 General Commercial District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the MAPC in the future.



View looking North



View looking South



View looking East



View looking West



This Instrument Prepared by:
ANGELA B. RICE
P.O. Box 700
Paragould, Arkansas 72451-0700

2017R-008520
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
05/16/2017 12:48:53 PM
FEE: 30.00
PAGES: 4
SHARRON USSERY

NO DOCUMENTARY STAMPS REQUIRED.

DEED IN LIEU OF FORECLOSURE

Mission Outreach of Northeast Arkansas, Inc., an Arkansas nonprofit corporation, GRANTOR, for and in consideration of ONE DOLLAR, the receipt of which is hereby acknowledged, and in lieu of foreclosure by GRANTEE, First National Bank, Paragould, Arkansas, does hereby grant, bargain, sell, convey and quitclaim unto the said grantee, and unto its successors and assigns forever, all of its right, title, claim and interest in and to the following described lands located in Craighead County, Arkansas, to wit:

Lot 7R, Melton Manor Addition, Craighead County, Jonesboro, Arkansas, being a replat of Lot 7 and a part of Lot 8, Melton Manor Addition to the City of Jonesboro, Arkansas, as shown on plat in Plat Cabinet "B" on Page 56, subject to any easements of record. LESS AND EXCEPT: Part of Lot 7R of Melton Manor Addition, being a replat of Lot 7 and a part of Lot 8, Melton Manor Addition to the City of Jonesboro, Craighead County, Arkansas, more particularly described as follows: Starting at the Northwest Corner of Lot 7 of Melton Manor Addition, said point also being on the Southwesterly existing right of way line of Haywood Drive, thence South 45 degrees 09 minutes 05 seconds East along said existing right of way line a distance of 106.296 meters for the point of beginning; thence continue along said existing right of way line on a curve right having a radius of 7.620 meters a distance of 11.969 meters to a point on the Northwesterly existing right of way line of U.S. Highway 49B; thence South 44 degrees 50 minutes 55 seconds West along said existing right of way line a distance of 135.621 meters to a point; thence North 45 degrees 09 minutes 05 seconds West a distance of 6.907 meters to a point on the Northwesterly proposed right of way line of U.S. Highway 49B; thence North 47 degrees 55 minutes 23



seconds East along proposed right of way line a distance of 20.472 meters to a point; thence North 44 degrees 50 minutes 55 seconds East along proposed right of way line a distance of 52.000 meters to a point; thence North 11 degrees 09 minutes 31 seconds East along said proposed right of way line a distance of 3.606 meters to a point; thence North 45 degrees 00 minutes 30 seconds East along said proposed right of way line a distance of 67.799 meters to the point of beginning.

TO HAVE AND TO HOLD the same unto the said grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging.

As additional consideration, this Deed is given in lieu of foreclosure and in exchange for full release and satisfaction of the following described mortgage from Mission Outreach of Northeast Arkansas, Inc., to First National Bank, Paragould, Arkansas, dated January 10, 2014, filed January 14, 2014, and appearing of record as Instrument No. JB2014R-000433 of the Records of the Western District of Craighead County, Arkansas.

This deed and conveyance is executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interests as to extinguish the mortgage lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, such consent to be evidenced by the acceptance and approval of title by the grantee, or its agents.

And Mission Outreach of Northeast Arkansas, Inc., for and in consideration of said sum of money, does hereby release and relinquish unto the said grantee, and unto its successors and assigns, all rights of dower, curtesy and homestead, if any, in and to the said lands.

WITNESS our hands and seals on this 11th day of May, 2017.

MISSION OUTREACH OF NORTHEAST
ARKANSAS, INC.

By: *Brinda McKinney*
Brinda McKinney, President

ATTEST:

Cheri Shelton
Cheri Shelton, Treasurer

ACKNOWLEDGMENT

STATE OF Arkansas

COUNTY OF Greene

BE IT REMEMBERED, that on this day came before me, the undersigned Notary Public, within and for the County aforesaid, duly commissioned and acting, Brinda McKinney and Cheri Shelton, who stated that they were the President and Treasurer of Mission Outreach of Northeast Arkansas, Inc., respectively, and were duly authorized by proper resolution of its Board of Directors to execute the foregoing Deed in Lieu of Foreclosure on behalf of Grantor for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 11th day of May, 2017.

Jessica N. Langston
Notary Public

My Commission Expires:



3

Parker Hurst & Burnett PLC

ATTORNEYS AT LAW

Donald L. Parker II
Harry S. Hurst, Jr.
Ronald S. Burnett, Jr.

3000 Browns Lane, Jonesboro, Arkansas 72401
Telephone: (870) 268-7600 ■ Telefacsimile (870) 268-7607
Writers Telephone: (870) 268-7601
Email: dparker@phbfirm.com

Website:
www.phbfirm.com

August 18, 2017

To: All Property Owners in the
Vicinity of 800 Southwest Drive

**Re: Notice of Public Informational Meeting Regarding Proposed Rezoning
of 800 Southwest Drive, Jonesboro, Arkansas**

Dear Property Owner:

This firm is working with First National Bank of Paragould in connection with a rezoning application which has been filed with the Metropolitan Area Planning Commission ("MAPC") for rezoning a 3.54 acre tract at 800 Southwest Drive from its current zoning, R-2, to C-3 so that First National Bank of Paragould can market and sell this property. As you are likely aware, the old buildings on the property have been razed and the site will be very attractive after it is cleaned up. For your information, I am enclosing a copy of the application that has been filed with the MAPC, which includes a survey of the property. This application will be considered by the MAPC on Tuesday, September 12 at 5:30 p.m. at the City of Jonesboro's Municipal Building located at 300 S. Church, Jonesboro, Arkansas.

Prior to consideration by the MAPC, and on behalf of First National Bank of Paragould, we would like to invite you to attend a neighborhood informational meeting to discuss the rezoning proposal and to answer any questions you may have concerning this request. We have scheduled this meeting for Wednesday, September 6 at the First National Bank branch in the Elk Park Shopping Center, 912 Southwest Drive, third floor.

We look forward to seeing you on September 6.

Very truly yours,

PARKER HURST & BURNETT PLC


Donald L. Parker II

DLPII/nw
Enclosure

cc: Mr. Matt Rankin
Mr. Derrell Smith
Mr. Jason Gazaway

MINUTES OF NEIGHBORHOOD MEETING

September 6, 2017

5:30 p.m.

In accordance with the rezoning requirements of the City of Jonesboro and the Metropolitan Planning Commission, an informational neighborhood meeting about the proposed rezoning at 800 Southwest Drive was held at 5:30 p.m. on Wednesday, September 6 at the First National Bank branch in the Elk Park Shopping Center, 912 Southwest Drive, second floor. Attending on behalf of First National Bank were Jason Gazaway and Donald L. Parker II, counsel for the bank. A representative of First National Bank was stationed in the lobby to direct all participants to the second floor (instead of the third floor as referred to in the notice). The doors of the bank were opened at 5:15 p.m. The MAPC provided an address list of all property owners in the vicinity of the proposed rezoning tract. A copy of the notice that was mailed to all property owners on the list from the MAPC is attached to these minutes.

There were no attendees at the meeting. Mr. Parker and Mr Gazaway left the bank until 5:55 p.m.

Parcel_Id	OWNER NAME	OWNER ADDRESS
01-143254-00700	CITY WATER AND LIGHT	PO BOX 1289 JONESBORO AR 72403
01-143254-05200	NANCE JOE & KATHERINE	PO BOX 3546 LITTLE ROCK AR 72203
01-143254-07000	JACKSON TODD & JILL	2509 LEXINGTON PL JONESBORO AR 72404
01-143254-07400	STALLINGS MICHAEL AND SHEILA	4521 FINN JONESBORO AR 72404
01-143254-08900	SUNSET JONESBORO LLC	2913 ABERNATHY LAKE CV JONESBORO AR 72404
01-143254-09100	PARKINSON SUE	801 SOUTHWEST DR JONESBORO AR 72401
01-143254-09600	LIBERTY BANK OF ARKANSAS	PO BOX 7514 JONESBORO AR 72403-7514
01-143254-09900	CHESTER JUDY & DAN	810 MELTON DR JONESBORO AR 72401
01-143254-10000	KENLEY DAVID E & PAT	808 MELTON JONESBORO AR 72401
01-143254-10600	BLANKENSHIP BEN	706 MELTON DR JONESBORO AR 72401
01-143254-11200	MORGAN GUY L AND JOYCE J	912 PINECREST DR JONESBORO AR 72401
01-143254-11300	COUCH JAMES E JR & ELIZABETH MCGRAW	901 MELTON DR JONESBORO AR 72401
01-143254-11500	BOWEN CARLIS & MAY	2807 MARYLAND DR JONESBORO AR 72401
01-143254-12200	EBBERT RENTALS LLC	408 S MAIN JONESBORO AR 72401
01-143254-14100	FIRST PRESBYTERIAN CHURCH	710 SOUTHWEST DR JONESBORO AR 72401
01-143254-14300	FIRST PRESBYTERIAN CHURCH	710 SOUTHWEST DR JONESBORO AR 72401
01-143254-14300	FIRST PRESBYTERIAN CHURCH	710 SOUTHWEST DR JONESBORO AR 72401
01-143254-15000	FIRST NATIONAL BANK OF PARAGOULD	PO BOX 700 PARAGOULD AR 72451-0750
01-143254-30900	SC RENTALS LLC	2704 S CULBERHOUSE STE A JONESBORO AR 72401
01-143254-31100	ABEL PROPERTIES LLC	2412 PEBBLE CREEK PL JONESBORO AR 72404
01-143251-00200	CITY WATER AND LIGHT	PO BOX 1289 JONESBORO AR 72403
01-143254-02800	COLE MELBA	741 CRAIGHEAD RD JONESBORO AR 72401-7002
01-143254-05000	GREGORY & MAGNESS PROPERTIES LLC	PO BOX 710 MOUNTAIN HOME AR 72654
01-143254-06500	MCCOY DAVID	706 AMBERWOOD CV JONESBORO AR 72401
01-143254-06600	COPLIN DILLON T & CATHY	704 AMBERWOOD CV JONESBORO AR 72401
01-143254-10500	MCGEE JACKY & BOBBIE	710 MELTON JONESBORO AR 72401
01-143254-12700	FOGLE RONALD MARK	805 MELTON JONESBORO AR 72401
01-143254-12800	MARSH THAYER B	801 MELTON JONESBORO AR 72401-7153
01-143254-06400	MITCHELL MIKE OR BRENDA	708 AMBERWOOD JONESBORO AR 72401
01-143254-08700	SHANNON GORDON AND ELAINE	2700 MARYLAND DR JONESBORO AR 72401
01-143254-12900	HALLMARK ASHLEY BALTZ	717 MELTON JONESBORO AR 72401
01-143254-15601	WEWERS PAULA	2519 ROSEWOOD CIR JONESBORO AR 72401
01-143254-15700	REYNOLDS DELBERT OR CHARLENE	916 PINECREST JONESBORO AR 72401
01-143254-00600	WHITE OWEN L & MARY J	735 CRAIGHEAD ROAD JONESBORO AR 72401
01-143254-31300	ROCHELLE DEBORAH	795 SOUTH HILL DR JONESBORO AR 72401
01-143254-04000	SMITH STEVE & KATHY	906 MELTON DR JONESBORO AR 72401
01-143254-04700	GREGORY & MAGNESS PROPERTIES LLC	PO BOX 710 MOUNTAIN HOME AR 72654
01-143254-04800	FIRST NATIONAL BANK	PO BOX 700 PARAGOULD AR 72451-0750
01-143254-06300	BARKER ROGER K & SANDRA GAIL	800 AMBERWOOD CV JONESBORO AR 72401-
01-143254-06800	COOKSEY LYNITA ETAL	3113 BARRINGTON CV JONESBORO AR 72404
01-143254-07100	BARNES ALFRED J JR & TYLISHA L	705 AMBERWOOD COVE JONESBORO AR 72401
01-143254-07200	LEWIS JERRY D	707 AMBERWOOD COVE JONESBORO AR 72401
01-143254-07300	JACKSON TODD & JILL	2509 LEXINGTON PL JONESBORO AR 72404
01-143254-09000	ANDERS SHIRLEY A	805 SOUTHWEST DR JONESBORO AR 72401-7050
01-143254-09500	DELSHAD MITRA	5306 WILDERNESS RUN DR JONESBORO AR 72404
01-143254-10200	BRISTER STEVE & DONNA	800 MELTON DR JONESBORO AR 72401-

600 ft buffer around 800 Southwest Drive

01-143254-11600	HANSEN JO ANN	2	2811 MARYLAND JONESBORO AR 72401
01-143254-12600	POSTON PHILLIP & LORI		809 MELTON JONESBORO AR 72401
01-143254-13000	JOHNSON ROBERT BLAKE ETAL		713 MELTON JONESBORO AR 72401
01-143254-15600	NELSON MARY J & BILLY G		920 PINECREST JONESBORO AR 72401
01-143254-31000	CLI PROPERTIES LLC		PO BOX 244 BONO AR 72416
01-143254-31200	SKELTON AMBER DAWN & RICHARD COOPER		800 ANDREA DR JONESBORO AR 72401
01-143254-06700	MCKELROY JUDY L		702 AMBERWOOD CV JONESBORO AR 72401
01-143254-07500	JACKSON TODD AND JILL		2509 LEXINGTON PL JONESBORO AR 72404
01-143254-09300	STROUD MICHAEL J & MARY E		727 SOUTHWEST DR JONESBORO AR 72401
01-143254-09400	HERRING CHERYL D		723 SOUTHWEST DR JONESBORO AR 72401-7034
01-143254-11000	THREE GIRLS LLC		PO BOX 9085 JONESBORO AR 72403
01-143254-13500	SMITH STEVE OR KATHY LIVING TRUST		906 MELTON DR JONESBORO AR 72401
01-143254-13600	BROWN JEFF		900 MELTON DR Jonesboro AR 72401
01-143254-14802	JONESBORO CARWASH LLC		17248 CLEAR WATER DR HENSLEY AR 72065
01-143254-30600	GARCIA ARTURO F		756 WHITE DOVE JONESBORO AR 72401
01-143254-30800	GARY EDWARD III		803 ANDREA DR Jonesboro AR 72401
01-143254-03900	HURST LARA QUINN		906 PINECREST JONESBORO AR 72401
01-143254-02600	CRAIGHEAD PROPERTIES LLC		508 HUMMINGBIRD CV JONESBORO AR 72404
01-143254-10100	HUBBARD WILLIAM		804 MELTON JONESBORO AR 72401
01-143254-11400	SKINNER HAROLD G & HEATHER R		904 PINECREST DR JONESBORO AR 72401
01-143254-13100	FOSTER JOSHUA ETAL		707 MELTON DR JONESBORO AR 72401
01-143254-14800	WALESZONIA JOHN TOM		289 CR 402 JONESBORO AR 72401
01-143254-14801	740 SOUTHWEST DRIVE LLC		740 SOUTHWEST DR JONESBORO AR 72401
01-143254-02700	RDJD INVESTMENTS LLC		PO BOX 1177 JONESBORO AR 72403
01-143254-02900	SMALL POTATOES INVESTMENTS LLC		PO BOX 16013 JONESBORO AR 72403
01-143254-08800	WELBOURNE BRADLEY L TRUST		813 SW DRIVE JONESBORO AR 72401
01-143254-10400	COOK KYLE L & JULIE C		714 MELTON DR JONESBORO AR 72401
01-143254-10900	WEWERS LOUIS & PAULA		2519 ROSEWOOD CIR JONESBORO AR 72401
01-143254-11100	LOVE GENE A		2701 MARYLAND DR JONESBORO AR 72401
01-143254-14500	CITY WATER & LIGHT		PO BOX 1289 JONESBORO AR 72403
01-143254-30400	STRACENER GROVER		3820 S CULBERHOUSE RD Jonesboro AR 72404-9067
01-143254-30700	STONE JERRY & MELANIE		799 ANDREA DRIVE JONESBORO AR 72401
01-143254-04900	GREGORY & MAGNESS PROPERTIES LLC		PO BOX 710 MOUNTAIN HOME AR 72654
01-143254-06900	JEU SPENCER R & BRITTANY D		701 AMBERWOOD CV JONESBORO AR 72401
01-143254-09200	TUCKER LEE & BETTY		731 SOUTHWEST DR JONESBORO AR 72401
01-143254-10300	AYCOCK MARGARET A		718 MELTON DR JONESBORO AR 72401-7150
01-143254-12300	ELDER JOHN SETH & AMY GEAN		2804 MARYLAND DR JONESBORO AR 72401
01-143254-14700	WALESZONIA JOHN TOM		289 CR 402 JONESBORO AR 72401
01-143254-30500	STRACENER GROVER		3820 S CULBERHOUSE RD Jonesboro AR 72404-9067
01-144254-02901	TTJD INVESTMENTS LLC		2500 S CULBERHOUSE ST JONESBORO AR 72401



AERIAL VIEW OF 800
SOUTHWEST DRIVE



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Affidavit of Compliance



Grantee: FIRST NATIONAL BANK, PARAGOULD, ARKANSAS
Mailing Address: PO BOX 700
PARAGOULD AR 724510000

Grantor: MISSION OUTREACH OF NORTHEAST ARKANSAS, INC.
Mailing Address: 901 E LAKE STREET
PARAGOULD AR 724500000

Property Purchase Price: \$0.00
Tax Amount: \$0.00

County: CRAIGHEAD
Date Issued: 05/15/2017
Affidavit ID: 1973276672

The grantee/grantor claims the following exemption to the Real Estate Transfer Tax:

An Instrument given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Angela Rice

Grantee or Agent Name (signature): Angela Rice Date: 5/16/17

Address: PO Box 700

City/State/Zip: Paragould, AR 72451



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 08.21.17
Case Number: RZ17-26

LOCATION:

Site Address: 800 Southwest Drive
Side of Street: W-NW between Haywood Drive and Alexander Road
Quarter: _____ Section: 25 Township: 14 Range: 3

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-2 Proposed Zoning: C-3
Size of site (square feet and acres): 154,248 ft²/3.54 ac Street frontage (feet): 393.10 ft.

Existing Use of the Site: vacant; previously used as a skilled care facility

Character and adequacy of adjoining streets: _____

Does public water serve the site? yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North C-4LUO / R-2

South C-3

East R-1

West R-2 / R-1

Physical characteristics of the site: Commercial

Characteristics of the neighborhood: Southwest Drive is a mixed use arterial. Mixed-use
Commercial and residential

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 18 days prior to the next MAPC meeting. 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:* **See attached**

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (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.
- (10). How long has the property remained 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?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (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.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

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: First National Bank of Paragould
 Address: 912 Southwest Drive
 City, State: Jonesboro, AR ZIP 72401
 Telephone: 870-974-9800
 Facsimile: 870-933-5050
 Signature: Matt Rankin

Applicant:

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

Name: _____
 Address: _____
 City, State: _____ ZIP _____
 Telephone: _____
 Facsimile: _____
 Signature: _____

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 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

Rezoning Information:

- 1) Property was zoned R-2 when current owner purchased it.
- 2) Rezoning is necessary to develop the property for its highest and best use as commercial property
- 3) The property will most likely be a commercial development for either a freestanding commercial user or possibly a multi-tenant use similar to the other developments along Southwest Drive.
- 4) Unknown
- 5) Yes, the proposed rezoning is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.
- 6) The redevelopment of dilapidated structures will provide more commerce generating tax revenue for the city.
- 7) The rezoning would be compatible with commercial thoroughfare, commercial transitions to multi-family to the northwest.
- 8) The property is not being used to its highest and best use.
- 9) There would be no adverse impact on infrastructure. This rezoning would greatly improve the appearance of the property and as a commercial development, there would be regular business hours. There would also be no adverse impact on values. Likely see an increase in values as residential property on Southwest Drive transitions to commercial.
- 10) The property has been vacant for 3-4 years.
- 11) There would be no impact on city services, redevelopment will be in accordance with all zoning requirements.
- 12) Development would occur within the next few years as potential users are found.
- 13) A meeting has been schedule for September 6, 2017 at 5:30 p.m. on the second floor of First National Bank, 912 Southwest Drive, Jonesboro, Arkansas. Application will be supplemented afterwards.