



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, May 14, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-24:042](#) Minutes for the Finance and Administration Committee Meeting on Tuesday, April 30, 2024

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:040](#) A RESOLUTION TO CONTRACT WITH ST BERNARDS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation and Finance

Attachments: [St. Bernards Sponsorship Agreement \(Joe Mack\)](#)

[RES-24:042](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH HYTROL CONVEYOR COMPANY, INC., TO CORRECT A MUTUAL MISTAKE AS TO THE DESCRIPTION OF PROPERTY COVERED BY LEASES EXECUTED BY THE PARTIES IN 1969, 1973, AND 1988

Sponsors: Mayor's Office

Attachments: [Hytrol Lease Amendment](#)

[RES-24:043](#) A RESOLUTION TO CONTRACT WITH ROOFXSOLUTIONS FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Sponsorship Agreement_Southside_RoofXSolutions](#)

[RES-24:044](#) A RESOLUTION TO CONTRACT WITH ROOFXSOLUTIONS FOR SPONSORSHIP OF ONE BASEBALL FIELD AT JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Sponsorship Agreement Joe Mack_RoofXSolutions](#)

RES-24:045 A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY24 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants and Engineering

RES-24:046 A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY24 RECREATIONAL TRAILS PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

Sponsors: Grants and Engineering

RES-24:047 A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR PARKING LOT AND ENTRANCE MODIFICATIONS ACCORDING TO THE 2023 ANNUAL ACTION PLAN

Sponsors: Grants and Community Development

Attachments: [MOU Recovery Inc - ADA Parking lot](#)
[RES-23-099 CDBG2324](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-24:042

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance and Administration Committee Meeting on Tuesday, April 30, 2024



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 30, 2024

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 5 - Joe Hafner; Charles Coleman; Ann Williams; John Street and Brian Emison

Absent 2 - David McClain and Anthony Coleman

3. APPROVAL OF MINUTES

[MIN-24:036](#)

Minutes for the Finance & Administration Committee Meeting on Tuesday, April 09, 2024

Attachments: [Minutes](#)

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

Aye: 4 - Charles Coleman; Ann Williams; John Street and Brian Emison

Absent: 2 - David McClain and Anthony Coleman

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-24:037](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE A CONTRIBUTION TOWARD THE PURCHASE OF A NEW FIRE TRUCK FOR THE JONESBORO FIRE DEPARTMENT

Sponsors: Fire Department, Finance and Mayor's Office

Councilmember John Street recused himself from voting on RES-24:037 due to being on the City Water & Light board.

Councilmember Dr. Charles Coleman made a motion, seconded by Councilmember Brian Emison, that the first motion be reconsidered so that Chairman Joe Hafner could vote on this matter. All voted aye.

A motion was made by Brian Emison, seconded by Ann Williams, that this

matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 4 - Joe Hafner; Charles Coleman; Ann Williams and Brian Emison

Absent: 2 - David McClain and Anthony Coleman

Recused: 1 - John Street

[RES-24:038](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO LEASE SPACE IN THE JUSTICE COMPLEX BUILDING

Sponsors: Mayor's Office, City Attorney's Office, Police Department and Finance

Attachments: [Justice Complex Lease - Craighead County Addendum](#)
[Justice Complex Lease Agreement 2024 - 2027](#)

Councilmember Brian Emison said, Mr. Chairman, the only question that I had was that I noticed that these payments were divided up bi-annually. Do we know any reason why it's divided up like that? Is there a...?

Director of Finance Steve Purtee approached the podium and said, that contract has been established in that format for a few term periods now. It's a county request. Apparently it works well for their accounting system. We are fine with it too. We only have to receipt two times instead of 12 times now. Councilmember Brian Emison said, sounds good. Just curious. Mr. Purtee said, over an annual period. Councilmember Brian Emison said, definitely. Good deal. Mr. Purtee said, good question. Thank you. Councilmember Brian Emison said, thank you, Mr. Steve.

A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 4 - Charles Coleman; Ann Williams; John Street and Brian Emison

Absent: 2 - David McClain and Anthony Coleman

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

Aye: 4 - Charles Coleman; Ann Williams; John Street and Brian Emison

Absent: 2 - David McClain and Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:040

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH ST BERNARDS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, St Bernards is seeking sponsorship recognition on a baseball field at Joe Mack Campbell Park;

WHEREAS, St Bernards is sponsoring the field for the sum of \$12,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with St Bernards for the sponsorship of a field at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **St Bernard's** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **9th** Day of **May 2024** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **1st of June 2029**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #9) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **June 1, 2024**
 - A sum of **\$2,500** shall be paid on **June 1, 2025**.
 - A sum of **\$2,500** shall be paid on **June 1, 2026**.
 - A sum of **\$2,500** shall be paid on **June 1, 2027**.

A sum of **\$2,500** shall be paid on **June 1, 2028.**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ST BERNARD'S

By: St. Bernards Healthcare (Marketing Department)
Name: Laura Gunter
Title: Communications Coordinator
Date: 5/10/2024

CITY OF JONESBORO

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

April Leggett, City Clerk,



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:042

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH HYTROL CONVEYOR COMPANY, INC., TO CORRECT A MUTUAL MISTAKE AS TO THE DESCRIPTION OF PROPERTY COVERED BY LEASES EXECUTED BY THE PARTIES IN 1969, 1973, AND 1988

WHEREAS, the City of Jonesboro, Arkansas, and Hytrol Conveyor Company, Inc., desire to enter into an amended lease agreement regarding leases executed by the parties in 1969, 1973, and 1988 to correct a mutual mistake in the legal description of the property covered by the leases and

WHEREAS, said agreement is attached hereto and the terms set out therein;

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

1. The City of Jonesboro approves the Lease Amendment with Hytrol Conveyor Company, Inc., to correct the mutual mistake in the legal description of the property that is the subject of the 1969, 1973, and 1988 leases. All details of the agreement are set out in the attachment.
2. The Mayor, Harold Copenhaver, and the City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Type of Instrument: Lease Amendment

This Instrument Prepared By:

Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

After recording Return to:

Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

LEASE AMENDMENT

This Lease Amendment is entered into this ___ day of _____, 2024, between the City of Jonesboro, Arkansas, an Arkansas municipal corporation (“Lessor”), and Hytrol Conveyor Company, Inc., an Arkansas business corporation, successor in interest by merger to Hytrol Conveyor Company, Inc., a Wisconsin business corporation (“Lessee”).

WHEREAS, Lessor and Lessee are parties to a Lease and Agreement dated the 1st day of November, 1969 (the “Original Lease”), as amended and supplemented by the First Supplemental Lease and Agreement, dated December 1, 1988 (the “First Supplement”); and

WHEREAS, Lessor and Lessee are also parties to a Lease and Agreement dated the 1st day of May, 1973, as amended and supplemented by the First Supplemental Lease and Agreement, dated December 1, 1988 (collectively, the “1973 Lease”); and

WHEREAS, the Original Lease and the 1973 Lease were intended to provide Lessee with a leasehold in certain real property which directly joined such that the East boundary of the Original Lease abutted the West boundary of the 1973 Lease;

WHEREAS, the Original Lease and 1973 Lease were both entered into as part of a transaction involving the issuance of industrial revenue bonds which were used to finance construction of Lessee’s factory;

WHEREAS, as the result of an error by the drafters of the legal description in the Original Lease, an unintended gap exists between the East boundary of the leasehold granted by the Original Lease and the West boundary of leasehold granted by the 1973 Lease;

WHEREAS, the legal description in the First Supplement contains the same error as the legal description in the Original Lease;

WHEREAS, the parties have consistently understood and considered that the property covered by the Original Lease abutted and joined the 1973 Lease, without a gap;

WHEREAS, the understanding that the parcels adjoin is supported by the manner in which the property ownership is reflected upon the records of the Craighead County Tax Assessor as Parcel 01-144262-0080 and the map associated therewith, a copy of which is attached hereto as **Attachment 1**;

WHEREAS, the understanding that the parcels adjoin is further supported by that certain Survey conducted by Mulhollen & Associates Inc., dated May 15, 1979, a copy of which is attached hereto as **Attachment 2**, which depicts the East boundary of property covered by the Original Lease adjoining and abutting the West boundary of the property covered by the 1973 Lease with no gap (the "Mulhollen Survey Description");

WHEREAS, the understanding that the parcels adjoin is further supported by that certain Mortgage, Security Agreement and Assignment of Rents executed by Lessee in conjunction with the First Supplement and dated December 24, 1988 (the "Mortgage"), a copy of which is attached hereto as **Attachment 3**, and in which the City joined to affirm its status as Lessor of all tracts mortgaged therein;

WHEREAS, the legal description included in the Mortgage of the area covered by the Original Lease is largely consistent with the Mulhollen Survey Description, such that no gap exists between the Original Lease, as described in the Mortgage, and the 1973 Lease;

WHEREAS, the parties have suffered under a mutual mistake of fact as to the description of the property covered by the Original Lease and desire to correct said mistake;

WHEREAS, in order to fully resolve said mistake of fact and eliminate the gap which exists between the Original Lease (and First Supplement) and the 1973 Lease, Lessee caused to be prepared a survey of the subject property, a copy of which is attached hereto as **Attachment 4**, which depicts the area intended to be covered by the Original Lease and First Supplement, and to provide an accurate legal description thereof, which is set forth on **Exhibit A** hereto; and

WHEREAS, Lessor and Lessee now wish to amend the Original Lease and the First Supplement to correct the legal descriptions therein in order to reflect the original intent of the parties thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Original Lease shall be deleted in its entirety and replaced with the legal description set forth on **Exhibit A** hereto.
2. Exhibit A to the First Supplement shall be deleted in its entirety and replaced with the legal description set forth on **Exhibit A** hereto.

3. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Lease and the First Supplement.

4. Except as specifically modified, amended or supplemented herein, the Original Lease and the First Supplement shall remain in full force and effect and the parties hereby adopt and re-affirm the provisions thereof.

LESSOR:

City of Jonesboro, Arkansas,
an Arkansas municipal corporation

By: _____

Name: Harold Copenhaver

Title: Mayor

By: _____

Name: April Leggett

Title: City Clerk

LESSEE:

Hytrol Conveyor Company, Inc.,
an Arkansas business corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Harold Copenhaver and April Leggett, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the City of Jonesboro, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ___ day of _____, 20__.

Notary Public

My Commission Expires:

_____.

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the _____ of Hytrol Conveyor Company, Inc., and Arkansas business corporation, and that he being duly authorized in such capacity so to do, had signed, executed, and delivered the foregoing instrument for and in the name of Hytrol Conveyor Company, Inc., and further acknowledged that he had signed, executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal on this __ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

The following described lands lying in Craighead County, Arkansas, to-wit:

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 288.98 FEET TO A POINT; THENCE NORTH 89°38'27" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 236.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VEON C. KIECH ADDITION AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'27" EAST ALONG SAID SOUTH LINE AND DEPARTING FROM SAID LATERAL, A DISTANCE OF 548.48 FEET TO A POINT; THENCE SOUTH 00°18'51" WEST, DEPARTING FROM SAID SOUTH LINE, A DISTANCE OF 143.20 FEET TO A POINT; THENCE NORTH 89°37'35" EAST, A DISTANCE OF 370.66 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE SOUTH 88°02'08" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 17.95 FEET TO A POINT LYING IN LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20 AFORESAID; THENCE NORTH 66°22'37" WEST, ALONG SAID LATERAL AND DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.24 FEET TO A POINT; THENCE NORTH 52°18'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 248.70 FEET TO A POINT; THENCE NORTH 44°24'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 165.70 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 294.10 FEET TO A POINT; THENCE NORTH 28°44'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 374.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 288.98 FEET TO A POINT; THENCE NORTH 89°38'27" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 236.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VEON C. KIECH ADDITION

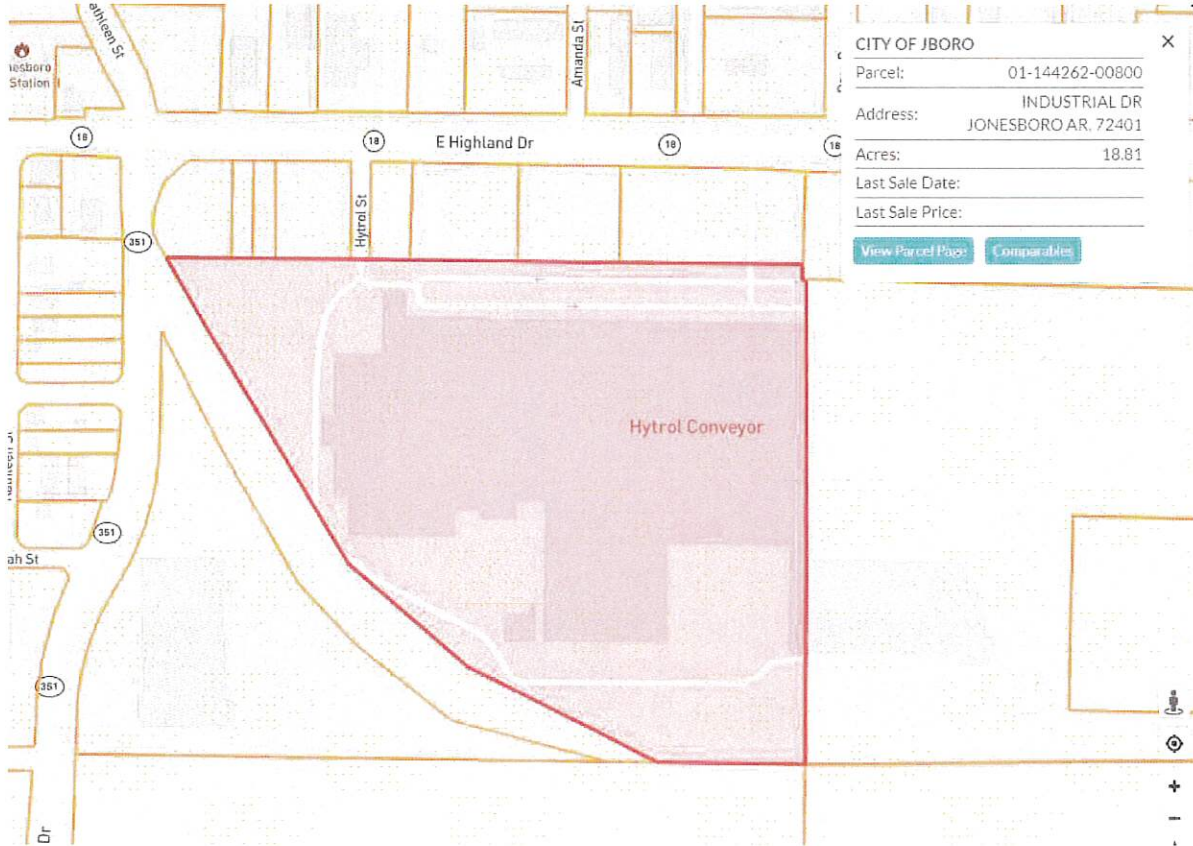
AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20; THENCE SOUTH 28°44'37" EAST, ALONG SAID LATERAL AND DEPARTING FROM SAID SOUTH LINE, A DISTANCE OF 374.89 FEET TO A POINT; THENCE SOUTH 30°35'37" EAST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 155.27 FEET TO A POINT; THENCE NORTH 89°29'51" EAST, DEPARTING FROM SAID LATERAL, A DISTANCE OF 131.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°29'51" EAST, A DISTANCE OF 142.50 FEET TO A POINT; THENCE SOUTH 00°30'09" EAST, A DISTANCE OF 101.56 FEET TO A POINT; THENCE SOUTH 89°29'51" WEST, A DISTANCE OF 142.50 FEET TO A POINT; THENCE NORTH 00°30'09" WEST, A DISTANCE OF 101.56 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 508,596 SQ. FT. OR 11.68 ACRES, MORE OR LESS.

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

ATTACHMENT 1

Craighead County Assessor's Map of Parcel No. 01-144262-00800



ATTACHMENT 2

Survey by Mulhollen & Associates Inc., dated May 15, 1979

ATTACHMENT 3

Mortgage, Security Agreement and Assignment of Rents, dated December 24, 1988

**MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

(1) That the undersigned (the "Mortgagor") for valuable consideration, does hereby grant, bargain, sell, convey and deliver unto the Arkansas Development Finance Authority (the "Mortgagee") and unto its successors and assigns all Mortgagor's right, title and interest in the leasehold estate of Mortgagor created and evidenced by the Lease and Agreement between Mortgagor and the City of Jonesboro, Arkansas (the "City") dated as of November 1, 1969, the Lease and Agreement between Mortgagor and the City dated as of July 1, 1973, the Lease and Agreement between Mortgagor and the City dated as of October 1, 1975, the Lease and Agreement between Mortgagor and the City dated as of August 1, 1979 and the Lease and Agreement between Mortgagor and the City dated as of October 1, 1981, as, in the case of each such Lease, amended or supplemented as the date hereof (referred to collectively herein as the "Leases" and referred to respectively as a "Lease") with respect to the lands located in Craighead County, Arkansas and described in Exhibit A hereto, and all Mortgagor's right, title and interest in the fee simple interest of Mortgagor in the lands described in Exhibit A-1, but subject to the terms hereof and to certain Permitted Encumbrances (defined herein below). Such leasehold estates and fee simple interest are referred to herein as the "mortgage property" or the "mortgaged properties."

This mortgage also conveys Mortgagor's leasehold estate or fee simple interest, as appropriate, in all buildings and improvements now or at any time hereafter located on any land hereinabove described, together with all of the following equipment which has been or will be purchased or permanently financed with the proceeds of the Loan Agreement between the Mortgagor and the Mortgagee, dated as of December 1, 1988, (the "Loan Agreement") now or at any time hereafter located in any such building or improvement regardless of method of annexation or removability, including but not limited to, all electrical equipment (including lighting equipment, refrigeration equipment, ceiling fans, attic and window fans, motors and all other electrical paraphernalia) except items attached merely by plugging in wall sockets; all furnaces (including floor furnaces), heaters, radiators and all other heating equipment except small gas stoves on floor; all bathtubs, toilets, sinks, basins, pipes and other plumbing equipment; all screens, awnings, and window shades; all linoleum and other permanent floor coverings; all engines and elevators; and any machinery,

This Instrument Was Prepared By:
**MITCHELL, WILLIAMS, SELIG
& TUCKER**
Attorneys at Law
1000 Savers Federal Building
Little Rock, Arkansas 72201

equipment, furniture or fixtures listed in Exhibit "B" hereto, if any. In addition to pledging the properties as hereinbefore mentioned, Mortgagor also pledges any and all profits, rents and income accruing in connection with said properties. However, right is reserved to the Mortgagor to collect the profits, rents and income as same mature and become due and payable, but in the event of default, as set forth in Section (6) below, then at its option the Mortgagee shall have the right, without notice, to take over said properties, managing same, renting same and collecting the rent thereon, with the net income so collected being applied to the indebtedness secured by this mortgage.

(2) TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

(3) And Mortgagor covenants with Mortgagee, its successors and assigns, that, subject to Permitted Encumbrances, Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever.

(4) PROVIDED, however, the foregoing conveyance is given as a mortgage and as a security agreement for the purpose of securing:

(a) the payment of a promissory note of even date herewith, in the amount of \$3,200,000 and providing for payment as set forth therein, which is incorporated herein by reference, and all successive extensions and renewals of the indebtedness represented thereby;

(b) the performance of all of the terms of the Loan Agreement between the parties hereto;

(c) the repayment to the Mortgagee of the indebtedness secured hereby of all reimbursable expense at any time accruing to such Mortgagee under the provisions of Paragraph (7) hereof; and

(d) the payment of all indebtedness arising under the terms of the Loan Agreement executed between Mortgagor and Mortgagee, and the Trust Indenture dated as of December 1, 1988 between the Mortgagee and the Trustee for the Bonds contemplated by the Loan Agreement (the "Trust Indenture"), which may be owing by Mortgagor (or by any of the persons herein designated under the term "Mortgagor") to the Mortgagee or the Trustee at any time prior to the payment in full with interest of the indebtedness or the foreclosure of this mortgage therefor (the event occurring first to be controlling); and it is agreed that this mortgage shall stand

as security for all such indebtedness arising under the Loan Agreement or the Trust Indenture, whether it be incurred for any business purpose that was related or wholly unrelated to the purpose of the original loan, or whether it was incurred for some personal or nonbusiness purpose, or for any other purpose related or unrelated, or similar or dissimilar to the purpose of the original loan.

This is a construction mortgage, as well as a mortgage for permanent financing and amortization of the funds advanced for construction, pursuant to which \$-0- will be provided for acquisition of the real estate upon which the improvements are to be located, and \$3,200,000.00 will be provided by Mortgagee to Mortgagor for the construction of the improvements.

(5) Mortgagor agrees to comply with all of the terms of the Note and the Loan Agreement and, in particular, to do the following:

(a) To pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due provided, however, Mortgagor may contest any thereof so long as or provided that such contest shall not result in jeopardy to Mortgagee's estate hereunder.

(b) To carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as set forth in the Loan Agreement. Mortgagor agrees to carry public liability insurance, and insurance against other hazards, as set forth in the Loan Agreement. In each instance Mortgagor shall have the right to select the insurer, subject to Mortgagee's right to reject the proposed insurer for reasonable cause.

(c) To prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property provided, however, Mortgagor may contest any thereof so long as or provided that such contest shall not result in jeopardy to Mortgagee's estate hereunder.

(d) To protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition. Mortgagor may not remove or substantially remodel or alter any structure on the mortgaged land except as and to the extent set forth in the Loan Agreement.

(6) The Mortgagee may, at its option, declare the entire unmatured portion of all indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable, and the same shall forthwith become immediately due and payable (which acceleration of maturity may be accomplished without notice to anyone), in any one of the following events:

(a) Upon the filing of a voluntary or involuntary petition to subject Mortgagor (or any party obligated as maker, endorser, surety or guarantor for the payment of the secured indebtedness) to any bankruptcy, debt adjustment, receivership or other insolvency proceeding.

(b) Upon the occurrence of any event which, under the terms of an instrument securing debt for money borrowed at any time warrants an acceleration (at the option of the payee) of the maturity of such debts.

(c) If default shall be made in the payment of any part of the principal indebtedness secured hereby, or any interest accruing on such principal indebtedness, as the same becomes due and payable according to the terms of the original note, or of any extension or renewal thereof.

(d) If Mortgagor shall fail to comply with any of the agreements contained in Paragraph (5) of this mortgage or of any agreements contained in the Loan Agreement and shall continue for the period set forth in and following the notice prescribed in Section 8.01(d) or the Loan Agreement or if an Event of Default exists under Section 8.01 of the Loan Agreement.

(e) If at any time it should appear that the Mortgagor has attempted to sell free from the lien of this mortgage any personal property or removable fixture encumbered hereby, or is about to attempt such a sale; or that any personalty or removable fixture encumbered hereby has been, or is about to be, moved to a different jurisdiction, subjected to physical damage or unusual deterioration, seized under legal process, or subjected by the Mortgagor or a third party to any other disposition which in the opinion of the Mortgagee will impair the security value of this instrument.

(f) If at any time it shall appear that any financial statement or other representation made to obtain the financing evidenced by the Loan Agreement secured hereby is materially incorrect; or that Mortgagor's title to the mortgaged properties, or any portion thereof, is subject to any prior lien, title or interest not mentioned in this mortgage as a Permitted Encumbrance.

(g) If at any time Mortgagor shall, other than as set forth in the Loan Agreement, sell or convey the title to or any interest in any realty mortgaged hereunder without the prior written consent of the Mortgagee.

The foregoing acceleration provisions will be applicable not only to the maturities recited in the original mortgage note but also to any substituted maturities created by extension or renewal. The failure of the Mortgagee to declare an acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of such Mortgagee to accelerate maturities upon a reoccurrence of the same ground therefor; nor will the act of Mortgagee in remedying any condition resulting from Mortgagor's default bar Mortgagee from declaring an acceleration of maturities by reason of such default.

(7) If Mortgagee shall reasonably expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage (Mortgagee to have uncontrolled discretion as to the necessity of making any such expenditures), the repayment of such sum or sums on demand (with interest thereon at the maximum rate permitted by law from the date of each expenditure) shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, watchman's compensation, sums paid to discharge prior liens, rents on premises in which mortgaged personalty may be situated, and any advances permitted under the Loan Agreement or Indenture. The cost of any abstract or supplemental abstract procured by the Mortgagee of the secured indebtedness to facilitate foreclosure will also constitute a part of the reimbursable expense secured hereby.

(8) In the event of a default hereunder (as set forth in Section (6) above), the Mortgagee hereby shall be entitled to the following remedies:

(a) The Mortgagee may enforce the lien of this mortgage and security agreement in respect to all real and personal property encumbered hereby by foreclosure or otherwise in proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the Mortgagee may select.

(b) The Mortgagee may require the Mortgagor to assemble (at Mortgagor's expense) any or all of the personal

property encumbered hereby and make it available to Mortgagee at a place specified by such Mortgagee which is reasonably convenient to both parties; and such Mortgagee may enforce all of its or their remedies in respect to the encumbered personal property, that may be available under the Uniform Commercial Code. In this last event all expenses of retaking, holding, preparing for sale, selling or the like, as well as all reasonable attorneys' fees (not exceeding 10% of the balance of the secured indebtedness plus accrued interest) and lawful expenses incurred by said Mortgagee in enforcing such remedies shall be payable to said Mortgagee by Mortgagor and shall constitute a part of the secured indebtedness.

(9) The conveyance made and evidenced hereby is subject to the following "Permitted Encumbrances:" (a) liens for taxes and assessments not then delinquent; (b) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien for work or services performed or materials furnished which are not yet due and payable; (c) utility, access and other easements and rights of way, restrictions, reversions and exceptions that Mortgagor certifies will not interfere with or impair the operations being conducted on or in the mortgaged property and (d) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the mortgaged property and as do not materially impair the value or utility of the mortgaged property; and (e) the estates, interests and rights conveyed by the Trust Indentures executed and delivered by the City, securing outstanding industrial development revenue bonds, as set forth in the attached Exhibit C and as modified therein; provided, however, that such Trust Indentures may not be extended or modified or the debts secured thereby increased without Mortgagee's prior written consent in recordable form; provided, further, that no additional encumbrances shall be placed or allowed on the mortgaged property, regardless of their priority, without Mortgagee's prior written consent in recordable form.

(10) This mortgage is subject to the rights and powers reserved to Mortgagor in the Loan Agreement, including the power to withdraw certain lands (as set forth in Article X of the Loan Agreement) and to withdraw certain personal property (as set forth in Section 5.05 of the Loan Agreement).

(11) (a) So long as this mortgage is in effect, no Lease shall be amended without the prior written consent of Mortgagee.

(b) Further, each entity executing or recognizing this mortgage agrees and acknowledges that it conveys not only Mortgagor's leasehold interest under each of the leases, but also all rights and interests thereunder or

arising out of the leases, including, but not limited to, any right, option or ability to extend the leases or to purchase a fee interest, so that Mortgagee's lien shall automatically attach to any extended term and to any fee interest acquired by Mortgagor, without execution or recording of additional documents and with the same priority, although Mortgagor agrees to execute any additional documents reasonably requested by Mortgagee.

(12) The Mortgagor hereby waives any and all rights of appraisement, sale and redemption under the laws of Arkansas, and especially under the Act of May 8, 1899 and Acts amendatory thereof.

(13) If any party hereto is a natural person executing as such, their execution hereof constitutes a full release of their rights of dower or curtesy, as applicable, as well as a waiver of rights of homestead and redemption, and the rights set forth in (12) above.

[THIS SPACE LEFT BLANK INTENTIONALLY.]

EXECUTED on this 24 day of December, 1988.

HYTROL CONVEYOR COMPANY, INC.

By: *Phil Jones*
Title: VP

ATTEST:

By: *Al Poston*
Title: Sec.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF PULASKI)

On this day, before me a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Phil Jones and Al Poston, to me personally well known, who stated that they were the Vice President and Secretary, respectively, of Hytrol Conveyor Company, Inc., and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of December, 1988.

Celene Floyd
Notary Public

My commission expires:

4/20/91
(S E A L)

RECOGNITION OF MORTGAGE - CITY

Comes now the City of Jonesboro, Arkansas, which is Lessor under each of the Leases identified in the foregoing Mortgage, Security Agreement and Assignment of Rents, and, for and in consideration of the loan referred to therein, by Mortgagee to Mortgagor, and states (1) that it consents to the mortgaging of leasehold estates created by the respective Leases and (2) that it will not exercise any remedy reserved pursuant to any such Lease except following ten (10) days' written notice to Mortgagee, specifying the default giving rise thereto, and failure of Mortgagee to cure the default giving rise to such remedy.

CITY OF JONESBORO, ARKANSAS

By: *Archie B. ...*
Mayor

ATTEST:

Orinda J. Puryear
City Clerk

(SEAL)

RECOGNITION OF MORTGAGE - TRUSTEE

Come now Mercantile Bank, Jonesboro, Arkansas, and Citizens Bank of Jonesboro, Arkansas, Trustees under the respective Trust Indentures identified in Section 9 of the foregoing Mortgage, Security Agreement and Assignment of Rents (the "Mortgage"), and in consideration of the loan referred to therein, by Mortgagee to Mortgagor, and state (1) that each of them consent to the execution and delivery of the Mortgage and (2) that each of them will not exercise any remedy reserved to it pursuant to a Trust Indenture to which it is a party except following ten (10) days' written notice to Mortgagee, specifying the default giving rise thereto, and the failure of Mortgagee to cure the default giving rise to such remedy.

CITIZENS BANK OF JONESBORO
JONESBORO, ARKANSAS

By: *Larry Boling*
Title: TRST OFFICER

MERCANTILE BANK
JONESBORO, ARKANSAS

By: *Bob R. O'Neal*
Title: Asst. Vice President

Exhibit "A"

LEGAL DESCRIPTION - TRACT 1 - 1967 AND 1969 BOND ISSUE

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the Southwest Corner of the Veon C. Kiech Addition to the City of Jonesboro, said point being 292.71 feet south and 174.5 feet east of the Northwest Corner of the NW 1/4 of the NW 1/4 of said Section 26, thence N89°01'34"E 103.9 feet along the south line of the said Veon C. Kiech Addition to a point in the center of Lateral Number 3 of Drainage District Number 20, the Point of Beginning;

Continue thence N89°01'34"E 919.02 feet along the south line of the said Veon C. Kiech Addition to a point, thence S00°15'26"E 966.56 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 18.51 feet along said railroad right of way to a point in the center of Lateral Number 3 of Drainage District Number 20, thence N67°01'00"W 274.63 feet along said lateral to a point, thence N52°57'00"W 248.70 feet along said lateral to a point, thence N45°03'00"W 165.70 feet along said lateral to a point, thence N31°14'00"W 204.10 feet along said lateral to a point, thence W29°23'00"W 374.30 feet along said lateral to the Point of Beginning, containing some 13.224 acres, more or less.

LEGAL DESCRIPTION - TRACT 2 - 1973 BOND ISSUE

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the northeast corner of the NW 1/4 of the NW 1/4 of said Section 26, thence S00°15'00"E 314.06 feet along the east line of the NW 1/4 of the NW 1/4 of said Section 26 to a point on the south line of Lot 7 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, the Point of Beginning;

Continue thence S00°15'00"E 962.11 feet along the east line of the NW 1/4 of the NW 1/4 of said Section 26 to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 156.20 feet along said railroad right of way to a point, thence N00°15'26"W 966.56 feet to a point on the south line of Lot 3 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence N89°01'34"E 156.20 feet along the south line of said Block B to the Point of Beginning, containing some 3.456 acres, more or less.

LEGAL DESCRIPTION - TRACT 3 - 1979 BOND ISSUE

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) and a part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the northeast corner of the NE 1/4 of the NW 1/4 said Section 26, thence S00°15'00"E 64.6 feet to a point on the southerly right of way of Arkansas Highway 18, thence S89°08'00"W 1034.55 feet along said highway right of way to a point on the east line of Lot 9 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, the Point of Beginning;

Thence S00°15'00"E 1180.74 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 278.08 feet along said railroad right of way to a point on the west line of the NE 1/4 of the NW 1/4 of said Section 26, continue thence S87°23'37"W 63.88 feet along said railroad right of way to a point, thence N00°15'00"W 822.33 feet to a point, thence S89°03'44"W 462.37 feet to a point, thence N00°15'00"W 151.80 feet to a point which lies in the southeast portion of Lot 1, Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence N89°03'44"E 528.54 feet through Lots 1 through 7 inclusive of Block B of the Veon C. Kiech Addition aforesaid to a point on the west line of the NE 1/4 of the NW 1/4 of said Section 26, continue thence N89°03'44"E 127.13 feet through Lot 7 and part of Lot 8 of Block B of the Veon C. Kiech Addition aforesaid to a point, thence N00°18'00"E 216.80 feet through Lot 8 to a point on the southerly right of way of Arkansas Highway 18, thence N89°07'05"E 148.31 feet along said highway right of way to the Point of Beginning, said tract deriving some 6.914 acres from the NE 1/4 of the NW 1/4 of said Section 26 and deriving some 3.086 acres from the NW 1/4 of the NW 1/4 of said Section 26; further deriving some 0.924 acres from Lots 1 through 9 inclusive in Block B of Veon C. Kiech Addition to the City of Jonesboro; further deriving some 1.808 acres from the 1973 Act 9 Bond Issue; further deriving some 1.219 acres from the 1967 and 1969 Act 9 Bond Issue, and further containing in the aggregate some 10.000 acres, more or less.

EXHIBIT "A" (Continued)

LEGAL DESCRIPTION - TRACT 8 A - 1988 ADFA - CITY OWNED

A part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas and the south 10.35 feet of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro and the south 10.35 feet of the east 43.89 feet of Lot 8, Block B of the Veon C. Kiech Addition to the City Jonesboro, all more particularly described as follows;

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence $S00^{\circ}15'00''E$ 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence $S89^{\circ}02'00''W$ 892.00 feet along the southerly right of way of said Highway 18 to a point, thence $S00^{\circ}15'00''E$ 216.69 feet to a point, thence $N89^{\circ}03'44''E$ 68.56 feet to a point, thence $S00^{\circ}15'00''E$ 11.38 feet to the Point of Beginning;

Thence $S00^{\circ}15'00''E$ 946.58 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 355.28 feet along said railroad right of way to a point, thence $N00^{\circ}15'00''W$ 957.96 feet to a point on the south line of Lot 8, Block B of the Veon C. Kiech Addition to the City of Jonesboro, continue thence $N00^{\circ}15'00''W$ 10.35 feet to a point, thence $N89^{\circ}03'44''E$ 143.89 feet to a point on the east line of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence $S00^{\circ}15'00''E$ 10.35 feet along the east line of said Lot 9 to the southeast corner thereof, thence $N89^{\circ}20'35''E$ 211.10 feet to the Point of Beginning, containing some 7.796 acres, more or less.

LEGAL DESCRIPTION - TRACT 8 B - 1988 ADFA - HYTROL OWNED

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows;

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence $S00^{\circ}15'00''E$ 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence $S89^{\circ}02'00''W$ 892.00 feet along said right of way to the Point of Beginning;

Thence $S00^{\circ}15'00''E$ 216.69 feet to a point, thence $N89^{\circ}03'44''E$ 68.56 feet to a point, thence $S00^{\circ}15'00''E$ 11.38 feet to a point, thence $S89^{\circ}20'35''W$ 211.10 feet to the southeast corner of Lot 9 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence $N00^{\circ}15'00''W$ 10.35 feet along the east line of said Lot 9 to a point, thence $N89^{\circ}03'44''E$ 82.55 feet to a point, thence $N00^{\circ}15'00''W$ 216.66 feet to a point on the southerly right of way of Arkansas Highway 18, thence $N89^{\circ}02'00''E$ 60.00 feet along said right of way to the Point of Beginning, containing some 0.351 acres, more or less.

Exhibit "A" (Continued)

LEGAL DESCRIPTION - TRACT 9 - 1988 ADFA EXPANSION BOND ISSUE, VACANT LANDS

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence $S00^{\circ}15'00''E$ 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence $S89^{\circ}02'00''W$ 30.00 feet along the southerly right of way of said Highway 18 to a point on the westerly right of way of Pausch Drive, thence $S00^{\circ}15'00''E$ 232.40 feet along the westerly right of way of Pausch Drive to the Point of Beginning;

Continue thence $S00^{\circ}15'00''E$ 502.16 feet to a point, thence $S87^{\circ}23'37''W$ 387.40 feet to a point, thence $S00^{\circ}15'00''E$ 417.40 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 406.64 feet along said railroad right of way to a point, thence $N00^{\circ}15'00''W$ 957.96 feet to a point, thence $S89^{\circ}50'06''E$ 793.40 feet to a point on the westerly right of way of Pausch Drive, the Point of Beginning, containing some 13.389 acres, more or less.

Exhibit "A-1"

The following described land is situated in Craighead County, Arkansas:

TRACT 1: A part of the Northeast Quarter of the Northwest Quarter of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows: From the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26; thence South 00° 15' 00" East 64.60 feet to a point on the Southerly right-of-way of Arkansas Highway 18; thence South 89° 02' 00" West 892.00 feet along said right-of-way to the point of beginning; thence South 00° 15' 00" East 216.69 feet; thence North 89° 03' 44" East 68.56 feet; thence South 00° 15' 00" East 11.38 feet; thence South 89° 20' 35" West 211.10 feet to the Southeast Corner of Lot 9 in Block "B" of Veon C. Klech Addition to the City of Jonesboro; thence North 00° 15' 00" West 10.35 feet along the East line of said Lot 9 to a point; thence North 89° 03' 44" East 82.55 feet; thence North 00° 15' 00" West 216.66 feet to a point on the Southerly right of way of Arkansas Highway 18; thence North 89° 02' 00" East 60.00 feet along said highway right of way to the point of beginning, containing some 0.351 acres, more or less.

EXHIBIT B

EQUIPMENT LIST

Mod #2CC 12 Cincinnati Mechanical Shear 460 V/3 PH, options include:

Front gage support arms
Extension squaring arm
Light Beam Shearing Gage
Electronic Probes on back gage
Extra set shear knives

Model 2CV12 Conveyor and separator, options to include:

(2) Belts

50KW 10 KHZ Unimat induction heat treating system

Temperature monitoring

Quench Water Heater

Mod. 21 x 10 Mechanical Press Brake

"Plane & Drill Ram" for 7 3/4" angles

Manual clutch

Monarch Metalist Lathe with GE 2000 Series Control, options include:

Boring Bar Holder
Color Graphics Monitor
Hydraulic Tail Stock Programmable
60" between centers bed
10" 3-jaw chuck 2 1/2" bar cap
Hard Jaws for Chuck
Soft Jaws for Chuck
Collect Pads for Chuck
DNC Interface

Rochell 120 T Punch Press

EXHIBIT "C"PERMITTED ENCUMBRANCES - TRUST INDENTURES

- I. Trustee Dated Recording, Craighead County, AR
- A. Mercantile Bank, 11/1/69 Filed March 11, 1970; Mortgage
Jonesboro, AR Record 142, Page 22
- B. Citizens Bank of 7/1/73 Filed July 25, 1973; Record Book
Jonesboro, AR Volume 164, Page 616
- C. Mercantile Bank, 10/1/75 Filed October 2, 1985; Mortgage
Jonesboro, AR Record 185, Page 177
- D. Citizens Bank of 8/1/79 Filed August 30, 1979; Mortgage
Jonesboro, AR Record 235, Page 166
- E. Worthen Bank & 10/1/81 Filed October 1, 1981; Mortgage
Trust Company, Record 254, Page 526
N.A.

- II. The lien of the Trust Indenture noted as D. above is released and relinquished by the Trustee, Citizens Bank of Jonesboro, by its recognition and consent hereto, as to the following Tract only (being a part of Tract 8 which is mortgaged to Mortgages by this Mortgage), otherwise to remain in full force and effect:

TRACT 7:LEGAL DESCRIPTION - TRACT 7 - PARTIAL RELEASE, 1979 ACT 9 BOND ISSUE

A part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian and the south 10.35 feet of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro and the south 10.35 feet of the east 43.89 feet of Lot 8, Block B of the Veon C. Kiech Addition aforesaid, all more particularly described as follows:

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence S00°15'00"E 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence S89°08'00"W 1,034.55 feet along said Highway 18 right of way to a point on the east line of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence S00°15'00"E 216.66 feet along the east line of said Lot 9 to the Point of Beginning;

Continue thence S00°15'00"E 10.35 feet along the east line of said Lot 9 to the southeast corner thereof, continue thence S00°15'00"E 953.77 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 144.00 feet along said railroad right of way to a point, thence N00°15'00"W 957.96 feet to a point on the south line of Lot 8, Block B of the Veon C. Kiech Addition to the City of Jonesboro, continue thence N00°15'00"W 10.35 feet to a point, thence N89°03'44"E 143.89 feet to the Point of Beginning containing some 3.191 acres, more or less.

CERTIFICATE OF RECORD

STATE OF ARKANSAS

County of Craighead

I, Craighead

_____, Clerk of the Circuit court and Ex-Officio recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 29th day of December, A.D., 1988 at 1:50 o'clock P M., and the same is now duly recorded, with the acknowledgement and certificate thereon, in Record Book Vol. 364.

Page 336-351IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 29thday of December A.D., 19 88.Pat Fleetwood

, Clerk.

By Susan McAfee Deputy Clerk.

ATTACHMENT 4

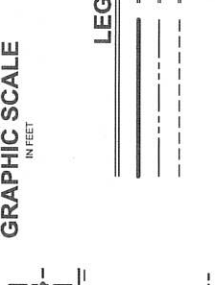
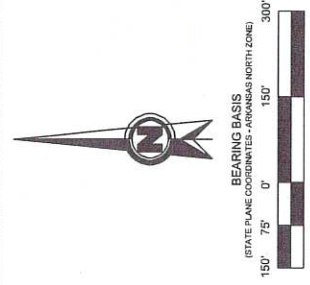
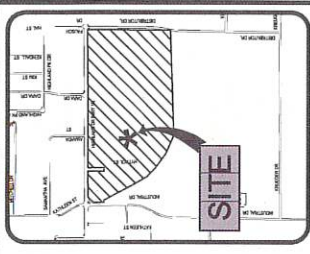
Survey by Benchmark Land Surveying, Inc., dated February 13, 2024

HYTROL CONVEYER COMPANY
DESCRIPTION SKETCH
TRACT 1
A PART OF THE NW1/4 SECTION 26 - T14N - R4E CRAIGHEAD COUNTY, ARKANSAS

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY

DATE:	BY:	DESCRIPTION:

CADD FILE: 231121004 SCALE: 1"=150'
 DATE: 02/13/2024 DRAWN BY: AJ
 DWG#: 014264-0023 SHEET: 1 OF 1



DESCRIPTION - TRACT 1

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORSAD; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 286.98 FEET TO A POINT; THENCE NORTH 89°39'27" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 143.20 FEET TO A POINT; THENCE SOUTH 00°18'51" WEST, ALONG THE POINT OF BEGINNING AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°39'27" EAST ALONG SAID SOUTH LINE AND DEPARTING FROM SAID LATERAL, A DISTANCE OF 548.48 FEET TO A POINT; THENCE SOUTH 00°18'51" WEST, ALONG SAID LATERAL, A DISTANCE OF 143.20 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20, SAID POINT LYING IN LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20 AFORSAD; THENCE NORTH 66°22'37" WEST, ALONG SAID LATERAL AND DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.24 FEET TO A POINT; THENCE NORTH 44°24'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 165.70 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 294.10 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 101.56 FEET TO A POINT; THENCE NORTH 66°22'37" WEST, A DISTANCE OF 101.56 FEET TO A POINT; THENCE NORTH 00°30'09" WEST, A DISTANCE OF 101.56 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 508.596 SQ. FT. OR 11.68 ACRES, MORE OR LESS.

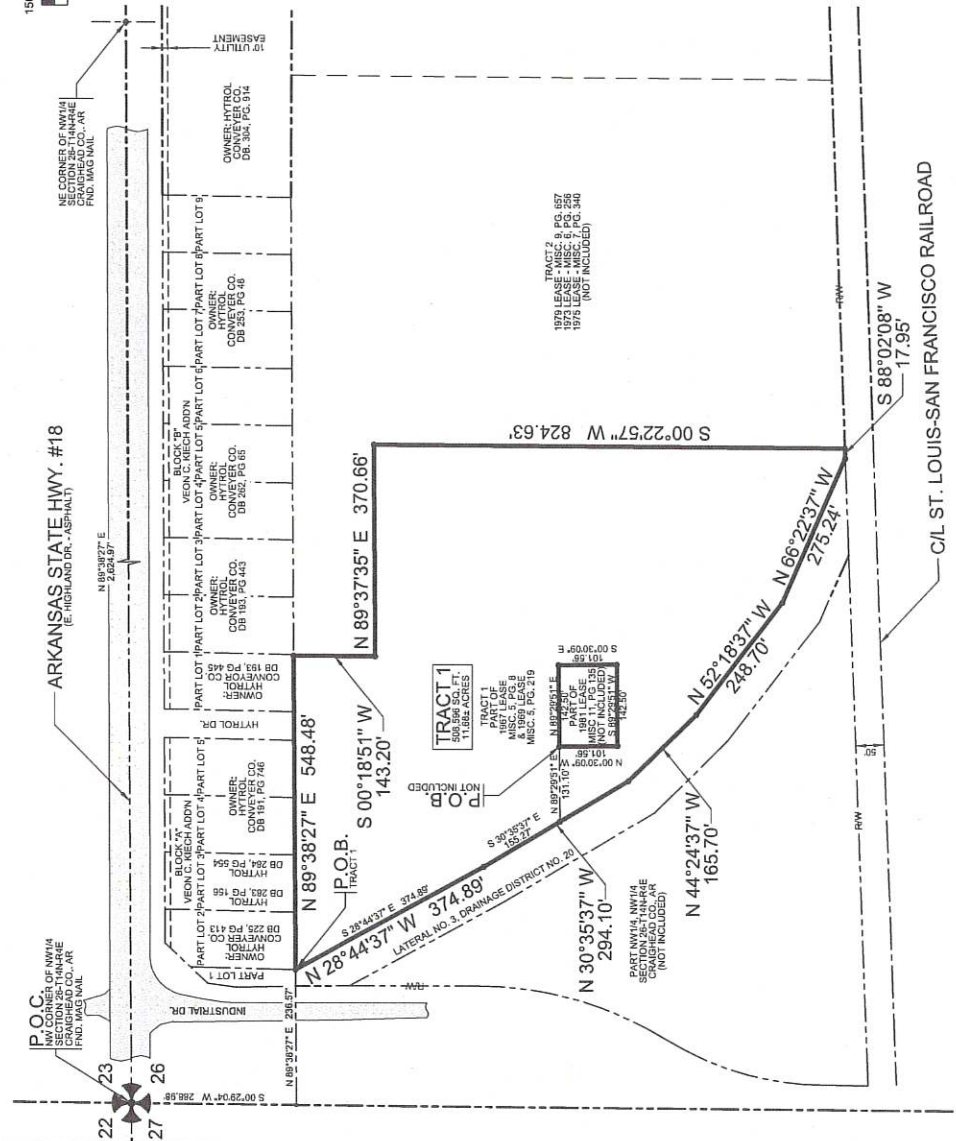
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORSAD; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 286.98 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VEON C. RECH ADDITION AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20; THENCE SOUTH 00°18'51" WEST, ALONG SAID LATERAL, A DISTANCE OF 143.20 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20, SAID POINT LYING IN LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20 AFORSAD; THENCE NORTH 66°22'37" WEST, ALONG SAID LATERAL AND DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.24 FEET TO A POINT; THENCE NORTH 44°24'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 165.70 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 294.10 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 101.56 FEET TO A POINT; THENCE NORTH 66°22'37" WEST, A DISTANCE OF 101.56 FEET TO A POINT; THENCE NORTH 00°30'09" WEST, A DISTANCE OF 101.56 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- THE DESCRIPTION SKETCH WAS PREPARED FOR HYTROL CONVEYER COMPANY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS SURVEY.
- THE FOLLOWING DOCUMENTS WERE USED TO PREPARE THIS SURVEY:
 - VEON C. RECH ADDITION, AS RECORDED IN PLAT BOOK 48, PAGE 246, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS.
 - 1974 LEASE AGREEMENT, RECORDED IN MISS. BOOK 3, PAGE 8, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS.
 - 1974 LEASE AGREEMENT, RECORDED IN MISS. BOOK 3, PAGE 219, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS.





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:043

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH ROOFXSOLUTIONS FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro leases and maintains Southside Softball Complex located at 5003 S. Stadium BLVD;

WHEREAS, RoofXSolutions is seeking sponsorship recognition on one Softball Field at the Southside Softball Complex; and

WHEREAS, RoofXSolutions sponsoring the Softball field for the sum of \$7,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with RoofXSolutions for the sponsorship of the field at Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This Agreement is made by and between **Roof X Solutions** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **June, 2024** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Southside Softball Complex", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **1st of June, 2029**.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Softball Field F10) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$7,500**.
A sum of **\$500** shall be paid on **July 1, October 1, 2024** and **February 1, 2025**
A sum of **\$500** shall be paid on **July 1, October 1, 2025** and **February 1, 2026**
A sum of **\$500** shall be paid on **July 1, October 1, 2026** and **February 1, 2027**
A sum of **\$500** shall be paid on **July 1, October 1, 2027** and **February 1, 2028**
A sum of **\$500** shall be paid on **July 1, October 1, 2028** and **February 1, 2029**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.


- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ROOF X SOLUTIONS

By: 
Name: Brooke Pruett
Title: Manager
Date: 4.30.2024

CITY OF JONESBORO

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

April Leggett, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:044

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH ROOFXSOLUTIONS FOR SPONSORSHIP OF ONE BASEBALL FIELD AT JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Sports Complex located at 3021 Dan Avenue;

WHEREAS, RoofXSolutions is seeking sponsorship recognition on one Baseball Field at the Joe Mack Campbell Sports Complex; and

WHEREAS, RoofXSolutions sponsoring the Baseball field for the sum of \$12,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with RoofXSolutions for the sponsorship of the field at Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR BASEBALL FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Roof X Solutions** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1st** Day of **June, 2024** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (**5**) years commencing on the Effective Date and ending at midnight on the fifth (**5th**) anniversary thereof.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
A sum of **\$2,500** shall be paid on **June 1, 2024**.
A sum of **\$2,500** shall be paid on **June 1, 2025**.
A sum of **\$2,500** shall be paid on **June 1, 2026**.

A sum of \$2,500 shall be paid on June 1, 2027.

A sum of \$2,500 shall be paid on June 1, 2028.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 6' x 12' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.


- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ROOF X SOLUTIONS

By: 
Name: Brooke Pruett
Title: Manager
Date: 04.30.2024

CITY OF JONESBORO

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

April Leggett, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:045

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY24 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Jonesboro, Arkansas understands Transportation Alternative Program (TAP) funds are available at 80% federal participation and 20% local match to construct pedestrian infrastructure on the Marion Berry Overpass; and

WHEREAS, the City of Jonesboro, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Jonesboro, Arkansas is requesting \$500,000 in TAP funding with a local match of \$1,006,227 and an additional 1% Arkansas Department of Transportation administrative fee of \$5,000, calculated from the TAP Federal share, for a total of \$1,506,227; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY24 TAP application to construct pedestrian infrastructure on the Marion Berry Overpass.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the application.

SECTION 3: The City of Jonesboro, Arkansas will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 4: The City Council hereby authorize the Mayor and his designee to execute all agreements and contracts regarding any future award of TAP grant funds.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:046

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY24 RECREATIONAL TRAILS PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Jonesboro, Arkansas understands Recreational Trails Program (RTP) funds are available at 80% federal participation and 20% local match to develop the Higginbottom Creek Soft-Surface Trail; and,

WHEREAS, the City of Jonesboro, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and,

WHEREAS, the City of Jonesboro, Arkansas is requesting \$500,000 in RTP funding with a local match of \$366,379 and an additional 1% Arkansas Department of Transportation administrative fee of \$5,000, calculated from the RTP Federal share, for a total of \$866,379; and,

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY24 RTP application to develop the Higginbottom Creek Soft-Surface Trail.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the application.

SECTION 3: The City of Jonesboro, Arkansas will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 4: The City Council hereby authorize the Mayor and his designee to execute all agreements

and contracts regarding any future award of RTP grant funds.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-24:047

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR PARKING LOT AND ENTRANCE MODIFICATIONS ACCORDING TO THE 2023 ANNUAL ACTION PLAN

WHEREAS, the City of Jonesboro, Arkansas has allocated FY2023 CDBG Program funds in RE-23:099 to cover the cost of making ADA Accessible modifications and improvements to the parking lot and entrance of the Recovery, Inc. facility at 2901 W. Washington Avenue; and

WHEREAS, the City and Recovery, Inc. desires to carry out the project modification and improvements as prescribed in the 2023 Annual Action Plan and in the scope of work within the awarded grant amount and the terms and conditions of the Community Development Block Grant Program as described in this MOU.

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

SECTION 1: The City of Jonesboro will enter into a Memorandum of Understanding with the Recovery Incorporated organization for the aforementioned parking lot modifications and improvements for the 2023 Annual Action Plan.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, Donna April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate agreements to complete this ADA compliance project.



MEMORANDUM OF UNDERSTANDING

PUBLIC FACILITY and PUBLIC INFRASTRUCTURE IMPROVEMENTS

This Memorandum of Understanding (“MOU”) is entered into jointly by the City of Jonesboro (City) and Recovery Incorporated (hereinafter referred to as “Subrecipient”).

I. Purpose

The purpose of this MOU is to formalize the commitment among the listed entities to work in a partnering process to coordinate the project funded through Community Development Block Grant (CDBG) funds. This partnership will facilitate a coordinated effort that ensures that the parking lot at the location of the Recovery Inc. facility at 2901 W. Washington Avenue, Jonesboro, Arkansas is conducted according to the federal, state and local laws. This MOU shall be applicable to the project outlined in the 2023 Annual Action Plan.

II. Background

The goal of the 2023 Annual Action Plan (“Project”) is to meet the CDBG program’s National Objectives by (1) benefit to low- and- moderate income persons; (2) aid in the prevention or elimination of slums or blight; and (3) ensure community development needs having a particular urgency, as defined in 24 CFR§570.208. CDBG funds in the amount of \$45,000 will be utilized to cover the cost of making ADA Accessible modifications and improvements to the parking lot and entrance of the Recovery, Inc. facility. Should the selected bid exceed \$45,000, the Subrecipient will be responsible for covering the remaining costs.

The need for coordination to streamline the project for the reconstruction is seen as necessary by the parties to fulfill as mandated through National Objectives set forth by U.S. Department of Housing and Urban Development for the CDBG program.

III. Statutory and Regulatory Authority

WHEREAS, federal 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, Title VIII of the Civil Rights Act of 1968, as amended in 1988, or the Fair Housing Act (FHA) prohibits discrimination in the sale, rental, and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and disability.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits the discrimination on the basis of race, color or national origin in programs and activities receiving federal financial assistance.

WHEREAS, Title II of the Americans with Disabilities Act of 1990 prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

WHEREAS, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activities receiving federal financial assistance.

WHEREAS, Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

WHEREAS, Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

WHEREAS, in accordance with the Davis-Bacon Act as amended, 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 services through federally funded activities.

NOW, THEREFORE:

IV. Commitment of the Entities

To facilitate preparation of the facility improvement, the City and SUBRECIPIENT hereby commit as follows:

- SUBRECIPIENT must comply with City's policy and procedures in accordance with 24 CFR §570 and 2 CFR §200, as applicable.
- SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the aforementioned activities.
- SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold that receive federal financial assistance. Those properties shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR §570.503(b) (8), as applicable.

- All records pertaining to the Project shall be made available to the City, the Federal agency and their designees, at any time during normal business hours, as deemed necessary, to audit, and make excerpts or transcripts of all relevant data.
- SUBRECIPIENT shall hold harmless, defend and indemnify the City, its agents, and employees from any suits and actions: including attorney's fees, all costs of litigation, and judgment brought against the City as a result of loss, damage or injury to persons or property arising out of or resulting from SUBRECIPIENT 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 MOU only if as a result of the SUBRECIPIENT's negligent or intentional acts.
- SUBRECIPIENT shall comply with the bonding and insurance requirements as outlined in 24 CFR §§84.31 and 84.48 and 2 CFR §§200.304, 200.310 and 200.447.
- The City may amend, in its discretion, this MOU to conform to all Federal, state or local governmental laws and regulations as deemed necessary. 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 MOU, such modifications will be incorporated only by written amendment signed by both parties.
- In accordance with 2 CFR §200.213, non-federal entities are subject to the non-procurement debarment and suspension regulations that restrict 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 and its agents under this MOU shall be registered with System for Award Management (SAM) prior to the commencement of activities.
- SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR §570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for CDBG-assisted projects. SUBRECIPIENT also agrees to comply with applicable City ordinances, variances and policies concerning the displacement of persons from their residences.
- SUBRECIPIENT agrees to comply with the non-discrimination practices regarding 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 applicable.

- Both parties shall maintain documentation that demonstrates compliance with hour and wage requirements according to all federal, state and local laws and regulations. Such documentation shall be readily available upon request.
 - SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of actions taken in correction areas of noncompliance
 - 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. No persons having such a financial interest shall be employed or retained by either party hereunder. These conflict of interest provisions include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or SUBRECIPIENT that are receiving funds under the CDBG Entitlement program.
1. Both Parties agrees to comply with the following requirements insofar as they apply to the performance of this MOU:

Air and Water

- Clean Air Act, 42 U.S. C., 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Entity shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this MOU shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures must be undertaken.

Historic Preservation

Compliance with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this MOU. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. Conclusion

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the Project fully comply with all applicable federal requirements and minimizes duplication of effort.

City of Jonesboro

Recovery Incorporated

Mayor Harold Copenhaver

Pete Murphy, President

Date

Date



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-122-2023

File Number: RES-23:099

Enactment Number: R-EN-122-2023

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2023-2024 CDBG ACTION PLAN THAT INCLUDES THE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

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

WHEREAS, the 2023-24 CDBG Action Plan is in the second year of the (2022 - 2026) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the FY 2023-2024 Action CDBG Plan contains the projects, activities and budget for allocated Federal funds of \$652,511. The 2023-2024 Action Plan's budget has been listed below:

CDBG FY 2023-2024 BUDGET ALLOCATION:

\$652,511

ADMINISTRATION:

\$130,502.02

Public Services

First Time Homebuyers

\$15,000.00

CASA of the 2nd Judicial District

\$11,875.00

Jonesboro Business Association

\$19,951.51

Hope Found of Northeast Arkansas

\$19,598.62

Hispanic Community Services, Inc.

\$19,951.52

North Jonesboro Community Development Corporation

\$11,500.00

LMI Homeowner Rehab

\$60,000.00

Homelessness

\$45,000.00

Public Infrastructure / Facilities

Public Improvements

\$150,000.00

Demolition & Clearance Assistance

\$15,000.00

Neighborhood Revitalization Program

\$104,132.33

Sewer Connection Projects

\$50,000.00

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


SECTION 1: The 2023-2024 Action Plan, attached hereto, is hereby approved by the City Council.

SECTION 2: The 2023-2024 CDBG projects, activities and budget are hereby approved for the Action Plan.

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

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


PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2023.



Harold Copenhaver, Mayor

Date 6-12-23



ATTEST: 

April Leggett, City Clerk

Date 6-12-23