City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, July 2, 2019 | **5:30 PM** | **Municipal Center**

PUBLIC WORKS MEETING AT 5:00 P.M.

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

MIN-19:062 MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 18, 2019

Attachments: Council Minutes 06182019.pdf

RES-19:068 A RESOLUTION AUTHORIZING THE ENTRY INTO A CONTRACT WITH CONTRACTSAFE FOR THE PURPOSE OF COMPUTER SOFTWARE TO TRACK THE CITY OF JONESBORO'S CONTRACTS.

Sponsors: Finance

Attachments: ContractSafe Agreement_Jonesboro_052119.docx
Laserfiche Proposal City of Jonesboro.pdf

Legislative History

5/28/19	Finance & Administration Council Committee	Postponed Temporarily
6/11/19	Finance & Administration Council Committee	Postponed Temporarily
6/25/19	Finance & Administration Council Committee	Recommended to Council

RES-19:071 A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

6/18/19	Public Safety Council Committee	Recommended to Council

RES-19:084 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 BUDGET TO ADD ONE NEW PATROL OFFICER POSITION IN ORDER TO FILL A NEW SRO POSITION FOR THE NETTLETON SCHOOL DISTRICT

Sponsors: Police Department

Legislative History

6/18/19	Public Safety Council Committee	Recommended to Council

RES-19:085 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 ANNUAL BUDGET FOR THE POLICE DEPARTMENT

Sponsors: Police Department

Legislative History

6/18/19	Public Safety Council Committee	Recommended to Council

RES-19:086 A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENGAGEMENT LETTER FOR AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS OF FEDERAL AWARD AUDIT WITH THOMAS, SPEIGHT & NOBLE FOR FY2018, FY2019 and FY2020.

Sponsors: Finance

Attachments: 2018-2020 Engagement Letter.pdf

Legislative History

6/25/19	Finance & Administration Council Committee	Recommended to Council

RES-19:087 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRADY AUCTIONS AND REALTY, INC., TO PERFORM A LIVE PUBLIC AUCTION OF SURPLUS CITY EQUIPMENT AND OTHER MISCELLANEOUS ITEMS

Sponsors: Finance and Mayor's Office

Attachments: Auction Contract.doc

Legislative History

6/25/19	Finance & Administration Council Committee	Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-19:033 AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE

APPROVAL OF A BOND PURCHASE AGREEMENT AND A PAYMENT IN LIEU OF TAXES AGREEMENT IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES.

Attachments: Recognition Nondisturbance and Attornment Agreement (Risever 2019).DOCX
PILOT Agreement (Risever 2019).DOC
Trust Indenture (Risever 2019).DOCX
Bond Purchase Agreement (Risever 2019).DOCX
Lease Agreement (Risever - 2019).DOCX

Legislative History

6/25/19	Finance & Administration Council Committee	Recommended to Council

ORD-19:037 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR QVW, HOLDINGS, DBA ICHIYA RAMEN RESTAURANT

Attachments: QVW Holdings Private Club Permit Application Redacted.pdf

ORD-19:038 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5403 E. NETTLETON - FRED STREET BY CARLOS WOOD ON BEHALF OF JERRY STEPHENS

Attachments: Fred St Rezoning Plat.pdf
Staff Summary.pdf
Application.pdf
Aerial Veiw of Location.pdf
Lynn Turner Block D Replat.pdf
Rezoning Plat.pdf

ORD-19:039 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 AGRICULTURAL DISTRICT TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 5307 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY RAJEEV KUMAR ON BEHALF OF SAI REAL ESTATE LLC

Attachments: Rezoning Plat (2).pdf
Staff Summary - City Council RZ 19-09.pdf
Application.pdf
Pictures of Rezoning Sign.pdf
Warranty Deed.pdf
Rezoning Plat.pdf

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-19:035 AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5410 HARRISBURG ROAD.

Attachments: Application
Plat
Picture of Rezoning Sign
Rezoning Plat
Staff Summary - City Council
Rezoning Plat MAPC

Legislative History

6/18/19	City Council	Held at one reading

ORDINANCES ON THIRD READING

ORD-19:027 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR STUDENTS THAT EXCEL ENRICHMENT PROGRAM, DBA ADDIE'S SOUL FOOD & GRILL

Attachments: Application.pdf
Updated Private Club Membership List 07022019.pdf

Legislative History

6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

ORD-19:028 AN ORDINANCE ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR AS REQUESTED BY GEORGE HAMMAN OF CIVILOGIC ON BEHALF OF T. ABRAHAM & SONS, LLC

Attachments: petition with signature.pdf
RECORDED RP 18-31 OAKTREE MANOR OVERALL REPLAT.pdf
ENGINEERING ABANDONMENT CONCURRENCE.pdf
ATT ABANDONMENT CONCURRENCE.pdf
Center Point Utility Easement Release Form.pdf
CWL ABANDONMENT CONCURRENCE.pdf
RITTER ABANDONMENT LETTER.pdf
Suddenlink and Altice Easement Abandonment - Bradley Street - Jonesboro AR

Legislative History

6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

ORD-19:029 AN ORDINANCE TO CREATE THE JONESBORO OVERSIGHT INTEGRITY COUNCIL TO IDENTIFY, RESEARCH, INVESTIGATE, REVIEW, AND PRIORITIZE POTENTIAL FUTURE CAPTIAL IMPROVEMENTS OF A PUBLIC NATURE WITHIN THE CITY OF

JONESBORO, ARKANSAS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Sponsors: Joe Hafner and Gene Vance

Attachments: Bobby Long Speech Notes 05282019.pdf

Legislative History

5/28/19	Finance & Administration Council Committee	Recommended to Council
6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

ORD-19:031 AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Sponsors: Joe Hafner and Gene Vance

Attachments: opposition to sales tax 06042019.pdf
Iris Stevens Statement 06182019.pdf
Iris Stevens Email 06192019.pdf
Joe Hafner response to Iris Stevens email.pdf
Iris Stevens Email Correction 06192019.pdf
Response to Iris Stevens Email on June 19 2019.pdf
Joe Hafner Response to Iris Stevens 06192019 Correction email.pdf
Iris Stevens Email 07012019.pdf

Legislative History

5/28/19	Finance & Administration Council Committee	Recommended to Council
6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

ORD-19:030 AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS ON THE QUESTION OF LEVYING A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE

THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Sponsors: Joe Hafner and Gene Vance

Attachments: opposition to sales tax 06042019.pdf

Legislative History

5/28/19	Finance & Administration Council Committee	Recommended to Council
6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

ORD-19:032 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, INDUSTRIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5917 E. JOHNSON AS REQUESTED BY MARSHA BRADLEY ON BEHALF OF STEVE SUKUP

Attachments: 16152 stamped.pdf
Staff Summary - Council.pdf
Application.pdf
Questions - Answers.pdf
MP 16-10 SUKUP 49 ADDITION - SUKUP MANUFACTURING - JOHNSON AV
Warranty Deed.pdf
USPS Receipts.pdf

Legislative History

6/4/19	City Council	Held at one reading
6/18/19	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-19:041 Airport Commission Financial Statements ending May 31, 2019

Attachments: JAC Jonesboro Airport Financials 05_2019.pdf

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

11. ADJOURNMENT

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-19:062	**Version:**	1	**Name:**	MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 18, 2019
Type:	Minutes			**Status:**	To Be Introduced
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On agenda:				**Final action:**	
Title:	MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 18, 2019				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Minutes 06182019.pdf				

Date	Ver.	Action By	Action	Result

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 18, 2019

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, June 18, 2019 | **5:30 PM** | **Municipal Center**

PUBLIC SAFETY MEETING AT 5:00 P.M.

PUBLIC HEARING AT 5:20 P.M.

President Protempore Chris Moore asked if anyone in the audience wished to speak for or against the public hearing regarding the issuance of bonds for Risever. No one spoke in opposition.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Mayor Harold Perrin was not in attendance. President Protempore Chris Moore presided over the meeting.

Present 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

4. SPECIAL PRESENTATIONS

COM-19:039 UPDATE PRESENTATION ON THE MBA PROGRAM PRESENTED BY COMMUNITY DEVELOPMENT DIRECTOR REGINA BURKETT

Regina Burkett, Community Development Director, said, I am here reporting on the Microenterprise Business Accelerator Program. The City of Jonesboro launched their first of its kind, economic development program in 2018. The Microenterprise Business Accelerator Program or MBA was established to fund startups and micro-enterprises to promote economic development, increase jobs, and promote sustainability. Eleven businesses applied for the first series of grants. To qualify for this, the business had to be located in Jonesboro, provide goods and services for low-to-moderate income residents or agree to hire low-to-moderate income individuals to work with their businesses. Only four were awarded the grants. The Fainting Goat, Granite Works, RJW Plumbing, and Candy Apples BBQ. Candy Apples BBQ was not successful in meeting the requirements so they did not receive funding due to thelocation of their building and utilities. Nor could they provide correct documentation for the contract. Granite Works, LLC is a startup granite countertop fabricator. They were awarded $5,920 which is approximately $987 monthly. The funding was able to provide them with a financial boost for a startup business by paying for a full-time, low-to-moderate income fabricator employee. After four months of the business, they were able to hire another full-time, low-to-moderate income employee to help with their growing

business. The Fainting Goat Board Room is a recreational business that was awarded $3,800 which is broken down to $800 monthly that was applied to partial rent. They were able to employ one part-time moderate-to-low income person, heighten the hours of their employees and increase the parties to host. The assistance gave them the opportunity to do more promotions in the community. RJW Plumbing, LLC is a female owned and operated plumbing business. They were awarded $5,920 which was $987 monthly. The funding provided a financial boost for a new startup business by paying for a full-time low-to-moderate income employee. Their business is focused on serving new residential areas in the low-to-moderate income areas of the city. The program will end June 30, 2019. This has been a very successful program for the City of Jonesboro. As we move forward with the program in 2019-2020, a review of the regulations guidelines will be examined and discussed by the City of Jonesboro's Community Advisory Board.

Read

5. CONSENT AGENDA

Approval of the Consent Agenda

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

MIN-19:056 MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 4, 2019

Attachments: Council Minutes 06042019.pdf

This item was passed on the consent agenda.

RES-19:070 A RESOLUTION TO RENEW THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SMALL MS4 GENERAL PERMIT (ARR04000) WITH THE UPDATED STORMWATER MANAGEMENT PLAN

Attachments: ARR040000-final-permit-20190801.pdf
SWMP 2019-2024.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-073-2019

RES-19:073 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR THE FY19 COMPETITIVE FUNDING GRANT FOR BUSES AND BUS FACILITY PROGRAM

Attachments: NOFO- FY19 FTA Bus and Facility.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-074-2019

RES-19:074 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS, AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED ON NORTH PATRICK STREET (TRACT 8), JONESBORO, ARKANSAS, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Attachments: Offer and Acceptance - Tract 8.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-075-2019

RES-19:075 RESOLUTION TO ADOPT AMENDMENT THREE TO THE CITY OF JONESBORO, ARKANSAS, NON-UNIFORMED EMPLOYEES 457(B) RETIREMENT SAVINGS PLAN AND TRUST

This item was passed on the consent agenda.

Enactment No: R-EN-076-2019

RES-19:076 RESOLUTION TO ADOPT AMENDMENT TWO TO THE CITY OF JONESBORO, ARKANSAS, NON-UNIFORMED 401(A) DEFINED CONTRIBUTION PLAN

This item was passed on the consent agenda.

Enactment No: R-EN-077-2019

RES-19:077 A RESOLUTION TO CONTRACT WITH SUDDENLINK COMMUNICATIONS FOR SPONSORSHIP OF BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

Attachments: SuddenLink18.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-078-2019

RES-19:078 A RESOLUTION TO CONTRACT WITH PLAY IT AGAIN SPORTS FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AND ONE ATHLETIC FIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Attachments: PIAS_Softball_2019.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-079-2019

RES-19:079 A RESOLUTION TO CONTRACT WITH LOST PIZZA COMPANY FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Attachments: LostPizzaCo19.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-080-2019

RES-19:080 A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

Attachments: JULY 4TH 2019 EAB.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-081-2019

RES-19:082 A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

Attachments: Rental Agreement for Jonesboro Radio Group.pdf

This item was passed on the consent agenda.

Enactment No: R-EN-082-2019

6. NEW BUSINESS

RES-19:061 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 900 Patrick Street, Owner: Cleophus & Lois Bryant

Attachments: Limited Title Search
map of parcels
Supporting Docs
Tax Info
County Data
Inspection report
pic 1
pic 2
pic 3
pic 4

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Enactment No: R-EN-083-2019

RES-19:072 A RESOLUTION FOR THE RENAMING OF HIGHWAY 91/49, KNOWN AS JOHNSON AVENUE, FROM DAN AVENUE THROUGH CRAIGHEAD COUNTY ROAD 702 AT THE CITY LIMITS IN HONOR OF DR. MARTIN LUTHER KING JR.

Attachments: RES-05-402.pdf
Petition Opposing Johnson 060419
Proponents for Changing Johnson to MLK.pdf
Emails for renaming Johnson Ave.docx
emails against renaming Johnson.docx
Emma Agnew Statement 06182019.pdf
Sandra Combs Statement 06182019.pdf
Shakitha Robinson Statement 06182019.pdf
Lisa Melton Statement 06182019.pdf
Yesenia Hernadez Statement 06182019.pdf
Opposition Petition Johnson-MLK 06182019.pdf

Councilmember Gene Vance motioned, seconded by Councilmember Dr. Charles Coleman, to postpone temporarily RES-19:072 until the September 17, 2019 council meeting with the following recommendations: 1) That the Mayor with all do haste appoint a committee to bring back a recommendation on or before September 17, 2019 on a solution to the situation of Jonesboro not having a street named after Martin Luther King, Jr.; 2) That the committee studies all possibilities of the designation of a Memorial Highway or a suitable and acceptable alternative naming opportunity. All voted aye.

President Pro-tempore Chris Moore asked, is there anyone in the audience that wishes to speak on this item? Please form a line right over here and come one at a time to the podium and state your name and address for the record. We will let the proponents go first.

Emma Agnew, 1215 Dupwe, President of the Craighead County NAACP, said, good afternoon councilmembers. I have learned several things during this street renaming process. One thing I have learned is that the majority of those opposed to renaming of Johnson have said they are in agreement with naming a street in honor of Dr. King. This is very encouraging to hear. However, where we disagree is where to put this street and what the location of a ML King Avenue will symbolize and the statement, the location of the street, will make about our city. Another thing I have learned, members of the council, it does not matter where it is proposed that this street be located in honor of Dr. King. There will be push back. There will be those opposed to renaming a street in honor of Dr. King, and/or the location of such street. We are thoroughly convinced that Johnson Avenue is the best location for a ML King Avenue. Johnson Avenue is known as the street that separates north Jonesboro from the majority community, both figuratively speaking and literally speaking. Being a small business owner myself, I understand and sympathize with residents and business owners who will be affected by the name change. Hence, the request for a two-year transition period. They will be allowed to use their current Johnson Avenue address for up to two years. In 2019, members of the council, lets make Johnson Avenue the street that bridges the gap and brings Jonesboro together rather than the street that separates and divides Jonesboro. Thank you.

President Pro-tempore Moore said, thank you. I would ask in order to expedite our time, please hold your applause.

Sandra Combs, 2121 Bristol Drive, said, I have lived in Jonesboro for 11 years. I am a taxpayer. I am a property owner. I am registered voter. I support naming a street after the slain civil rights Nobel Peace Prize winner, the Rev. Dr. Martin Luther King Jr. In an article last month in the Chicago Tribune, there was a story about the difficulty

throughout this nation about getting streets named after this great man. Most of the streets proposed are dilapidated, ghettofied areas predominantly housed by poor minority people of color, but we, in Jonesboro, are saying that is not what we want. The non-violence advocate, the Baptist preacher, the one who was for all people regardless of race, color, creed, religion was for all people. He deserves more than a street littered, paved, unfortunately populated by poor people. In a recent article, in the Chicago Tribune, there was a story about how difficult it is to get these streets renamed. I am quoting from the article, "it represents a battle over race, power and symbols of what a community values. The battle determines which groups within cities have the power to claim certain places and express themselves. It is often the case where African Americans have not had a large voice in identifying communities and they now want and deserve an opportunity to have a voice in how their cities look. The fight against naming a major street after Dr. King is the epitome of White Privilege." And according to the article, as of 2017, there were 955 U.S. cities in 41 states that had streets named after this Drum Major of Justice. Arkansas cities such as Fayetteville, Forrest City, Little Rock (our capital) and West Memphis all have streets named after Dr. King. And as an aside, Arkansas has a King holiday. They have had it since 1983 and in March 2017, the Republican governor separated the King Holiday from that holiday of the birthday of the Confederate general. Nevertheless, in Jonesboro, Arkansas, Craighead County, it is time for the Dr. Martin Luther King Jr. Avenue here. Thank you. President Pro-tempore Moore said, thank you ma'am.

Adrian Rogers, 556 CR (now I stay with my son and my daughter-in-law since the demise of my wife at 3509 Derby), said, I pastor Fullness of Joy Church. We bought the former Nettleton Baptist Church at 2120 Thorn Street. I have been in Jonesboro pastoring here since 1994 and moved here in 1996. Johnson Avenue is such a phenomenal street in our city because it represents so many things. When you get on at Dan Avenue, and by the time you drive down past the hospital, you have driven through several different areas of our city. Some areas are poverty stricken where you see that, but you also pass thriving communities that are being built. You also pass the hospital and so on and so forth. Dr. King was a man that represented unity. And, so, I think Johnson Avenue would be the perfect street to be named after him because you see so much. It passes the university. You see so many things that happen. I don't think it is right to consider some street with very few addresses to be Dr. Martin Luther King street because that is not what he represented. He was for all people, not just African Americans, but he was for all people. And, so, because of where that street is in our city, I think it is the perfect place to be named Dr. Martin Luther King avenue. Thank you for listening. President Pro-tempore Moore said, thank you, sir.

Shakitha Robinson, 425 Steele Street Apt. C, Craighead County NAACP Secretary, said, the United States now contains no fewer than 890 streets, boulevards, avenues and courts named after the slain Civil Rights leader. The naming of streets for Dr. King is about honoring his contributions, but it also creates places that retell the history of the United States to include a wider, more racially and ethnically diverse society. The process of naming a street after King can be more than a celebration, but also a test of social equality within this community. At the last city council meeting, someone mentioned maybe renaming the street or maybe any name but that one. I truly believe that it degrades the Civil Rights leader's importance and perpetuates the same aspect of segregation that he once battled. Street names have the power to touch and connect different groups some of which may not identify with King. Street names offer a means of making the past a visible and important part of everyday reality. I ask that you vote yes in renaming Johnson Avenue to Dr. Martin Luther King Avenue. Thank you. President Pro-tempore Moore said, thank you ma'am.

Lisa Melton, 906 Valhalla Drive, said, good evening. I grew up here as Lisa Hunter having moved to Jonesboro when I was three. I attended Jonesboro Public Schools, graduated from Jonesboro High and Arkansas State University. My mother, Dr. Frances Downing Hunter from Hoxie, taught at ASU and was my first teacher about the intrinsic dignity of every person, that education is the great equalizer and that all deserve the opportunity to live as Dr. King dreamed. My great uncle, Leslie Howell, along with Councilman Vance's father, Howard Vance, sat on the Hoxie School Board when they voted unanimously to do the thing, the thing that was "right in the sight of God" and desegregate the Hoxie Public Schools. I am deeply proud of that legacy. And, it is humbly in that tradition that I urge all members of the Jonesboro City Council to vote in favor of the resolution renaming Johnson Avenue after Dr. Martin Luther King, Jr. Dr. King, to this very moment, calls us to "the better angels of our nature." His speeches ring in the ears of school children the world over and his teachings of nonviolent resistance to inequality inform and inspire us still today. At times, it seems we are taking steps backwards. He has a federal holiday named in his honor signed into law by President Ronald Reagan. He is an American hero, a Nobel Peace Prize winner, who gave his life for a dream. A dream that all in the land of the free and the home of the brave will have an equal shot at the American dream. The same dream that motivates men and women to fight for this country. Let me be clear, this is not an issue that affects only one segment of this community. In Dr. King's words, "Injustice anywhere is a threat to justice everywhere. We are caught in an inescapable network of mutuality, tied in a single garment of destiny. Whatever affects one directly, affects all indirectly." To paraphrase Dr. King, we are damned without equal rights and equal opportunities. Dr. King stood for equality for all people the world over. The City of Jonesboro can send a powerful message the world over that we hold dear the same value in the equality of every person, and that if you come to this city, you will find a place where you, through your hard work and dedication, will "not be judged by the color of your skin, but by the content of your character." Businesses seeking a place to build and sell their products or students hoping to build their futures will view this unifying thoroughfare as an open gate welcoming them to our great city and university. While Johnson Avenue's namesake is a valued part of the history of downtown Jonesboro, unfortunately, the street has served as the great divide between Jonesboro's black and white citizens making it the absolute right road to be renamed in Dr. King's honor. I believe if Mr. Johnson was the man he is purported to have been, he, too, would believe that this is the right thing at the right time for Jonesboro. I know this body prays when opening the council meeting and I know you are people of faith. Quoting the first book of Kings, Chapter 3, verses 11 and 12: "Because you have asked for this thing, and have not asked long life for yourself, nor have asked riches for yourself, nor have asked the life of your enemies, but have asked for yourself understanding to discern justice, behold, I have done according to your words; see, I have given you a wise and understanding heart, so that there has not been anyone like you before you, nor shall any like you arise after you." It is you, it is this council, it is time. In the words of my dear and respected friend, Emma Agnew, it is time to "bridge the divide and bring us together." Please call on the better angels of your nature, and vote in favor of the resolution honoring Dr. Martin Luther King, Jr. Thank you. President Pro-tempore Moore said, thank you ma'am.

Yesenia Hernandez, 905 N. Caraway, said, in the 1850s, Arkansas was a frontier state in which the growth of slavery was directly linked to its expansion. By 1860, Arkansas was home to more than 110,000 slaves. Jonesboro, which was incorporated in 1859, was no exception to this. In the early 1860's, Craighead County citizens selected Lester Landing as the delegate to cast the county's vote in the State Convention, and "fearing that he might lose his slaves unless the Confederacy won its contention, he

cast the county's vote in favor of seceding from the Union and uniting with the Confederacy." Our single vote to join the Confederacy was cast because a man was afraid of losing his power over enslaved black people. Almost 20 years after the civil war, a woman was supposedly murdered by four black men. And I quote from, A History of Craighead County Arkansas: "A justice of the peace found sufficient evidence to hold the negroes to the grand jury, but before the jury met to consider the evidence, enraged citizens of the settlement seized the negroes and hung them near New Haven church. This action had a decided effect in lessening the negro population of the county." Our county has a history of lynchings. Now, I don't know if those men killed Miss Mattie or not, but what I do know is that time after time our nation (our town not excluded) has had a vengeance in particular against black men accused of crimes before rightfully ever given the chance to a fair trial. I decided to look into streets named after other people. Hattie Caraway was the first elected female senator of the United States of Congress. She was breath of fresh air in the name of progress, that was unless you were black. She voted against anti-lynching, worrying it would "destroy the South". Caraway. That's the street I live on. As I read through the pages of our history, I came across many mentions of the Ku Klux Klan. One in particular stuck out to me, "As a leader of the Ku Klux Klan (referring to Attorney R. H. West, one of the early lawyers of Jonesboro) in this country during the reconstruction period, his life was sought and his home watched and raided many times. Mrs. West and Mrs. T. D. Culberhouse were sworn to secrecy and made all the costumes for the early Klan." Culberhouse. Caraway. Now, I'm not here to try to change all street names that have been associated with racism. But, if we are going to glorify the names of people that were openly against equal rights, why can't we honor the name of a man who influenced history in itself for people of color? And, I get it, we have an overpass named after him. From the time I read the sign letting me know the bypass was named after the Reverend, only ten seconds passed before I was off of it. Ten seconds. I've heard, "Why not name another street?" or "Wouldn't it be a slap in the face of Martin Luther King, Jr. to be associated with a street in that side of town?" Fun history lesson, In the 1930s, as part of the New Deal, loan programs were created to help Americans finance their homes. With the combination of redlining and the federal government encouraging developers to discriminate against non-white people, the results of these policies is that from 1934 to 1968, that is 34 years, a whopping 98% of home loans were given to white families. Our government has systematically oppressed people into living in certain areas of towns. Hence, why the north side of the tracks has a disproportionate amount of people of color living in that area. This is why this particular street is so important. We live in a time that in the studio I work at, Torrence Chunn who is a barber, tells every single black young man that sits in his chair, the extra procedures to take when a cop pulls them over. Not in fear of getting a ticket, but in a fear of not making it out of that interaction alive. Jonesboro has a rich history. A history to be proud of and a history to learn from to help us become a better community for everyone. I keep hearing we shouldn't erase history and that is not what we are doing. Your story isn't erased because your name isn't on a street sign. Mr. Johnson's bloodline ended decades ago, but his story still lives on in books and in the hearts of the people that take time to read his story. But, do you know who's stories we didn't bother saving? Ancestors of little black boys and girls whose lineage includes people subjected to being shipped in boxes, physically and emotionally abused, not to forget raped because as "breeding" was a common practice among slave owners. Many people here support Team Jonesboro whose main objective is to improve the Quality of Life of our citizens. Quality of Life includes knowing your town. Previously a home to enslaving your people not only accepts that you are now an equal, but to see that it is capable of honoring the person that helped us get there. Can you imagine the impact of us creating in this room for the better? Can you imagine the impact of us creating history in this room for the better? To not forget our past, but instead to embrace the

changes that have brought us closer as a community, sealing in its history of our town for future generations to see by honoring the Reverend Civil Rights activist Dr. Martin Luther King, Jr. Thank you. President Pro-tempore Moore said, thank you ma'am.

President Pro-tempore Moore said, we will hear from the opponents.

Garry Tate, 2300 Manchester, said, we talk about not erasing history and when you look at John Mack Johnson, some people have asked if you can tie that street name to him. There is no street name in Jonesboro that has a name that you can actually tie to a certain person, but they are named after families. You can go into the cemetery, the city cemetery, and you can find headstones of names of hundreds of streets inside the City of Jonesboro. In this history of John Mack Johnson, of course, he moved to Harrisburg in the late 1800's and went back to Tennessee to extend his education in agriculture. Then, he moved back to Jonesboro and went to work for the Puryear Company. He worked there for one year and then he moved on and worked for Berger Company. After two years, with the help of his father-in-law, which was Z.T. Matthews, they purchased 66% of that business and he became the managing partner serving all of northeast Arkansas with wholesale goods. Matthews Street is definitely named after Z.T. Matthews, which was his father-in-law. When Jonesboro was founded, it was a 12-block area. Those streets were named Union, Main, and Church and Madison which was after a president. The cross streets were named after the president's with the exception of Matthews Street which was named for the Matthews family that lived on the corner of Union. But this is not about the name Martin Luther King. I think Martin Luther King was a fabulous man and I think Martin Luther King did a lot for this nation that was far overdue. What this is about is changing the local history and it is about the businesses that we have on Johnson Avenue. When I look at the petition that they presented, there is not a single address with Johnson Avenue on it of the 260 names that they presented. We have an additional petition with 755 names that I will present to the City Clerk along with the 51 businesses that signed up on the previous petition that was brought. But, transparency is a problem that the business owners on Johnson have had. This thing didn't come out until June 2, 2019 in the Jonesboro Sun which a lot of people don't get the Jonesboro Sun. The people started contacting me Monday morning when it was on the KAIT news. We had two days to prepare for the public meeting. And, it was a rush trying to get people together. Changing the name of a street, any street in Jonesboro, should not be done. The council changed their ordinance a few years back to stiffen up the process in order to prevent it from happening. But, we have got several streets and every street has a history with some one. If you lived on that street as a kid, you remember it. When I was a kid, I was raised up in north Jonesboro on Cartwright Street when it was still gravel. I have lived in north Jonesboro all of my life except for the years from the sixth to the eleventh grade, I attended Nettleton School. I returned to Jonesboro Schools as a senior. I have many black friends in north Jonesboro. We rode bicycles, terrorized the streets of Main Street. We would gather the coke bottles to go to the movie. And, as a kid, I didn't understand why they had to go into a different door and go up into the balcony. That is just the way it was back then. I didn't understand that until I was in my twenties and that is when I learned to appreciate what Dr. King did. Tyrone Futrell was a friend of mine all the way through high school. Felix Richardson was a friend of mine all the way through high school and beyond. I represented that district on the city council for eight years. I was re-elected two different times. But, this still is not the name of Martin Luther King. We are not against having a street named Martin Luther King. We are against changing a street name that is established, has a history in the city of Jonesboro. Dr. McClain had inquired from Dr. Dougan about whether you could tie that strictly to the Johnson name. But, you can't tie Nesbitt Street to a particular person. The Nesbitt's owned property in that area when it was done. You have got Frierson

Street that was named in honor of the Frierson family. I've got streets that I developed that are named for my grandkids. But, if you go back to look at any of the city history, you are not going to find anything that is actually written that says why I named that street that name. You are not going to find anything that is written that applies to the Hester Street name and hundreds of other streets in the city of Jonesboro. But, we don't need to be changing streets that are established. Every street has memories and memories are histories and as we talk to our grandkids and our great grandkids about memories, that is where history is established. Again, the cost to the people who own businesses on Johnson Avenue is astronomical. The cost of changing the signs alone, you are looking at $25,000-$35,000 just to do that. My suggestion is that you name either the easterly bypass or you designate I-555 as a memory to Dr. Martin Luther King. We are not in opposition of having a street named after him. I think we need a street named after him. But, we don't need it at the cost of our local history and the cost of the people that own and operate businesses on that street. Thank you very much. President Pro-tempore Moore said, thank you Mr. Tate.

Andy Adair, 1123 E. Johnson, Adair's Corvette and Body Shop, said, I don't know if some of you may know me. I'm a third generation on Johnson Avenue. My dad and my grandpa started Adair's Corvette and Body Shop in 1972. We bought a burned out apartment on Johnson Avenue, my dad and grandpa did. We turned it into a body shop. Every day on my growing up, that is where I wanted to go. I wanted to go see my grandpa, going to see my dad, going to see the cars that they are working on. I, personally, live in north Jonesboro. My great grandfather had a grocery store on north Church. My grandparents lived in north Jonesboro, both grandparents lived in north Jonesboro, both parents lived in north Jonesboro. I have worked at the shop for over twenty years straight out of high school. I have a passion for it. I tell anybody that has a small business, it is a roller coaster ride. You put your heart and your soul into everything you do. When I first started working at the shop, I was cleaning up. You know, that is what the young kids do. We are going to go in and set the world on fire. I threw away a box of old estimate sheets and dad said, no, let's not throw that away and I didn't listen to him. I threw it away. But, each one of those estimate sheets was a story, was a memory. So and so brought their car to us and we fixed it. It had to be done because they were going on vacation. They needed it done on Christmas vacation, spring break vacation. My dad would come home at 5:00 p.m., eat supper with us, spend a little time with us, and he would go back to the shop and paint a car. The next morning, he took me to school. My grandpa, many of you remember my grandpa James Adair. He had time for everyone he met. In just over the last couple of weeks, the people that I have talked to reinstate how proud of him we are. He treated everyone the same. Family is very important to me. Every single day, I put together a basic price. I have customers that call me that might not call me in five years. I have old customers that send me letters and list the parts that they are looking for. I put a bare bones cost on what it would cost me. Once again, I am a small business. Just going back 18 months, if I was to contact my vendors and contact my customers, change basic estimate sheets, basic shipping labels. Bare bones, my sign doesn't say Johnson Avenue so I wouldn't have to change my sign. My websites do. My banners do. The stuff that I take to car shows, all of that says Johnson Avenue. Bare bones and I even forgot a few things. $3,929.02 is a bare bone figure. I did a little research on small businesses, 30% of small businesses fail within the first year. 70% fail in the first five years. The life expectancy of a small business is ten years. We went into business on north Church in a small shop in 1972, my dad and my grandpa. They had no money. They rented a shop. It had one bay. They did a few jobs. They worked there a couple of years. They found something on Johnson that they could afford. In their spare time, they rebuilt it and made a shop out of it. I mean so many memories go along Johnson Avenue for me and my family and we beat the odds. I am

proud to say that we have been there. We put in the time. We have stayed in business. Why was a resolution used to rename a street? When I go back to your resolution, the file that you have attached to this is file number RES-05:402. As I look on page two, it says, renaming procedure. A name once selected for a public street or for a public park and/or street should be bestowed with the intention that it will be permanent and changes should be strongly resisted. Me and my wife, I have got a six-month old little girl, small business owner, I don't have a whole lot of free time. We went up and down Johnson. I heard about this on June 3, 2019 and the meeting was on the 4th. June 4th, that afternoon, I got a job out, called what customers I had in the shop, I said, hey, can you give me a couple of weeks? Can I put you off a couple of weeks? They both said, do what you have to do. Me and my wife, we hit the streets, up and down Johnson Avenue, and nobody knew anything about it. Everybody I talked to, I was the first one to tell the people of Jonesboro about this. Like I said, I have a six-month old little girl, in the back seat in the car seat. And, I am not a politician, I am not a public speaker. I have never carried a petition around. But, I am passionate about small business, local businesses, Jonesboro, and north Jonesboro. Once again, I have nothing against Martin Luther King. Like I said, he was a great man that stood for great things. Another thing, the resolution, it says right here, a name once selected for a public park, publically held facility and/or street should be bestowed with the intention that it will be permanent and changes should be strongly resisted. That is a slap in the face to me because nobody contacted me. I found out because there was a wreck coming home from the airport in Memphis and my wife was on her phone. That is a slap in the face for a business that has been in business here in Jonesboro since 1972. A family of minimal means, but I have passion about what I do and I have a passion about Johnson Avenue and north Jonesboro. One of the other things, I noticed that the petition that Emma Agnew has passed around was the title on the petition: Petition to Rename Street in honor of Dr. Martin Luther King Jr., we the citizens of Jonesboro, Arkansas petition the City Council and the Mayor to rename a street in honor of Nobel Peace Prize winner, Humanitarian and Civil Rights leader, Dr. Martin Luther King Jr. Drive/Street/Boulevard/Avenue, etc. No where in the heading for that petition does it say Johnson Avenue. If somebody had came to me wanting me to sign this petition, I mean that is a petition that I can get behind. I can't get behind something that places added burden on the city businesses, local businesses of Jonesboro, Arkansas. And, no where in that title, it does not say anything about Johnson Avenue. I was appalled at how the support for this resolution came along. I commend Mrs. Agnew. What she did and is trying to do is great. But, how businesses on Johnson were cherry picked to push what was tried to slip by, was pushed on us, is not right. You want to talk about transparency, this is not transparency. I guess this is all I have to say. Thank you for listening to me. President Pro-tempore Moore said, thank you sir.

Barry Eggers, 914 Vahalla Drive, said, I have lived 66 years and I have lived all of that in Craighead County, the last 48 years in Jonesboro, AR, the last 34 years in business on Johnson Avenue. Never in the 48 years that I have lived here have I heard Johnson Avenue as being the boundary between the north and south Jonesboro. I have heard on many occasions, in fact, one of the opponents here, she said something about the railroad tracks. Usually, it is the railroad tracks that divides the city. I have heard on many occasions that it would be Washington. I have heard Matthews, but I have never heard Johnson before this came up. I don't know if that agrees with anything that you all have heard or not, but that is just my thoughts on it. Like Andy said, there is a lot of cost in changing address names and the thing about it is that it would be more for some businesses, of course, than it would be others. I put a little thing together myself much like Andy did. And, I won't bore you with all of the details of what that cost would be, but mine came up to $10,700. Now, small business always has a struggle. I mean,

like, he gave you the statistics of how many survive over a period of ten years. The large majority of that problem is cost overhead. Most of you know that if you had a business, overhead is something that you have got to outrun every month that you are in business. If I get hit with a $10,700 overhead, that really takes the soup out of my sales. You know what I am saying. Even if you can say you can spread that out over two years, that is still quite a payment that you have to overcome when it is not necessary. Like Garry and Andy both said, there are a lot of other things that we could be doing that we can honor this man. There is no question that we need to have something more in this town that is named after Martin Luther King. He was a great man. He did great things. We are not in opposition to that at all. He mentioned about making the I-555, that is one of the longest streets in this town and probably the most traveled. Why can't we make that a Martin Luther King memorial highway? By doing that, there is no address changes because all of the businesses on that is on the access roads. So, I am just giving that as an alternative. I just urge you to vote against this proposition and let's try to find an alternative that works for everybody instead of penalizing the people who are on Johnson Avenue. Thank you. President Pro-tempore Moore, said, thank you sir.

President Pro-tempore Moore said, we will have two more opponents and that will be five for each side.

James Hinds, 508 Ridgecrest, said, I am not sure whether I count as an opponent or not. Sometime back, the city considered changing Stadium Blvd. to Red Wolf Blvd. I was against it, but then I heard that most of the businesses along the way were ok with it. If they were ok with it, I was ok with it. I think we really need to look at what do the people that live or own businesses on Johnson Avenue want. Now, we have heard people who say that. I don't know if that really represents the people on the street or not. But, I really think we need to take into consideration, what do the people who live and own businesses on Johnson Avenue have to say about this. They have got a lot more invested in it than the most of the rest of us. President Pro-tempore Moore, said, thank you sir.

Marty Koster, said, I own Three Star Muffler at 1210 E. Johnson. I have been there 18 years. I go to work on Johnson at 5 a.m. and go home at 7 p.m. at night. I put in 65 hours per week for the last 18 years and four months. Nobody here has put that time on Johnson. When I go home, I go back down Johnson, three blocks off Johnson where I live. If I want to see my father and my mother, I take one block right. The tracks relatively divide Jonesboro and if you live on the north side or the other side. I have always been on the north side. In order to change my business, it would cost me $4,000-$5,000 to change my business over time. I have a young son that is going to take over the business when I am done. Johnson means a lot to me. The name Johnson means a lot to me. I mean it was from a gravel road. I built a business there. The city and the highway came through and took a third of my parking area. I am still there and I plan on staying there. I will help anybody. Anybody that pulls in there. Anybody knows, I don't care who it is, if they need help, they need air in their tire, I am there to help anybody. It doesn't matter. Not a person in this room I would not help regardless of color. I feel like Johnson has a long, long history like it is. Ninety percent of the people that I talk to in this town voted to put the twelve council people in their seats, they are kind of against renaming Johnson, but most of those people are in favor of a street after Martin Luther King. I am too. I am also that way. I have no problem with that at all. Here I have said, I love Johnson. I have been here 54 years. I'm not going anywhere. I think that Johnson should remain the same as it is right now. There has to be something that is easier on everybody. I do feel like there should be a street named after him and 90% of the people I have talked to, regardless of what

district they were in, feel the same way. It is not just one sided. There is a lot of people that feel that way. But, Johnson Avenue has a 100 year history or older from a gravel road to a two-lane to a four-lane. I have been there my whole life. And, I do not want to see it changed. President Pro-tempore Moore, said, thank you sir.

President Pro-tempore Chris Moore said, alright, we have heard both sides. What is the will of the council?

Councilmember David McClain said, real quick, a couple of points I want to make. I appreciate everybody being here for and against. I think it is great to see everyone in attendance and I am really encouraged, number one that the resolution made it out of committee. I think that is a great step and we are moving in the right direction as a city. I do believe that this naming would show that our city is moving in the right direction. I truly do. For two main reasons, number one I feel as though as I look around the room, I embody everything that Dr. King stood for. I embody everything that he gave his life for. I would love to see us do more than simply name an overpass or a small street. I think a street that is prominent is what is due and what he is owed. I don't want this issue to be something that divides our city. I do think it should be something that brings our city together and that unifies us and makes us better together. For too long, I think this issue has been put on the back burner. There was an attempt in 2013 in which some of the same reasons were given that it shouldn't be done on a different stretch of road. I think it is unfortunate, but at the same time, I am truly encouraged by seeing us have this resolution on the floor to even have this conversation. With that, Mr. Chairman, I will yield the floor.

Councilmember Gene Vance said, I would like to make a motion to table RES-19:072 until the September 17th council meeting with the following recommendations to the Mayor, not telling him what to do, but strictly recommendations: that he with all do haste appoint a committee to bring back a recommendation on or before September 17, 2019 on the solution to the situation of Jonesboro not having a street named after Martin Luther King; that the committee studies all possibilities of the designation of Memorial Highway or a suitable and acceptable alternative naming opportunity. I am making this motion in an attempt to form a Unity Coalition of all parties involved to keep this issue from becoming a divisive. Councilmember Dr. Charles Coleman said, I second that motion.

President Pro-tempore Chris Moore said, let me repeat that motion. We have a motion and a second on the floor. The motion is that the Mayor, will do with all haste, appoint a committee to bring back a recommendation on or before September 17th, 2019 on a solution to the situation of Jonesboro not having a street named after Dr. Martin Luther King and that the committee studies all possibilities of the designation of Memorial Highways or a suitable and acceptable alternative naming opportunity. All voted aye.

Councilmember Coleman said, I need to ask a question here about the committee. Do we need to wait for the Mayor? President Pro-tempore Moore said, the committee will have to be made by the Mayor's office and then the council approves at-large committees. Did that answer your question Dr. Coleman? Councilmember Coleman said, partly. President Pro-tempore Moore said, that concludes the resolution on renaming Johnson Avenue. If there is anyone that only came for that item, I would ask that you can leave now because there are people waiting to come in who wish to discuss the next items of business. (Someone in the audience asked, was it voted on?) President Pro-tempore said, yes, we just voted on it. Thank you. Councilmember McClain said, you may want to state clearly on it. I don't know if everybody understood that it was voted to postpone. Councilmember John Street asked, can we have a

five-minute recess? President Pro-tempore Moore said, yes. I have a motion for a five-minute recess. Councilmember Bobby Long seconded the motion. All voted aye.

The meeting was in recess from 6:25 p.m. to 6:30 p.m.

A motion was made by Councilperson Gene Vance, seconded by Councilperson Charles Coleman, that this matter be Postponed Temporarily . The motion PASSED with the following vote.

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

RES-19:081 A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2019 CDBG ANNUAL ACTION PLAN THAT INCLUDES THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS, ACTIVITIES AND BUDGET

Attachments: Assurances_SF-424-D.pdf
Certifications.docx
HUD Notice of Allocation_2019 CDBG.pdf
2019 CDBG Annual Action Plan.pdf
Application for Federal Assistance SF424_REVISED.pdf

The meeting reconvened at 6:30 p.m. Councilmember David McClain said, we still have one member outside. I didn't know if we wanted to vote or wait until he got back or get his attention maybe.

Councilmember Gene Vance and Councilmember Dr. Charles Coleman reentered the meeting at 6:33 p.m.

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Enactment No: R-EN-084-2019

ORDINANCES ON FIRST READING

ORD-19:035 AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5410 HARRISBURG ROAD.

Attachments: Application
Plat
Picture of Rezoning Sign
Rezoning Plat
Staff Summary - City Council
Rezoning Plat MAPC

Councilmember Chris Gibson motioned, seconded by Councilmember Bobby Long, to suspend the rules and offer ORD-19:035 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-19:027 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR STUDENTS THAT EXCEL ENRICHMENT PROGRAM, DBA ADDIE'S SOUL FOOD & GRILL

Attachments: Application.pdf

James Hinds, 508 Ridgecrest, said, I urge the council to reject this. Folks, of all the hypocrisy, students that excel enrichment program and how are we going to enrich those students to excel? By providing booze. I think I am loosing because this place is going to be over here in the red light district and I know the red light district is mainly a place for, you know, alcohol and all that sort of stuff. But, folks, alcohol doesn't help students excel. That is sending exactly the wrong message. If we want students to excel, we need to keep them off of alcohol and all other harmful drugs.

Held at second reading

ORD-19:028 AN ORDINANCE ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR AS REQUESTED BY GEORGE HAMMAN OF CIVILOGIC ON BEHALF OF T. ABRAHAM & SONS, LLC

Attachments: petition with signature.pdf
RECORDED RP 18-31 OAKTREE MANOR OVERALL REPLAT.pdf
ENGINEERING ABANDONMENT CONCURRENCE.pdf
ATT ABANDONMENT CONCURRENCE.pdf
Center Point Utility Easement Release Form.pdf
CWL ABANDONMENT CONCURRENCE.pdf
RITTER ABANDONMENT LETTER.pdf
Suddenlink and Altice Easement Abandonment - Bradley Street - Jonesboro

Held at second reading

ORD-19:029 AN ORDINANCE TO CREATE THE JONESBORO OVERSIGHT INTEGRITY COUNCIL TO IDENTIFY, RESEARCH, INVESTIGATE, REVIEW, AND PRIORITIZE POTENTIAL FUTURE CAPTIAL IMPROVEMENTS OF A PUBLIC NATURE WITHIN THE CITY OF JONESBORO, ARKANSAS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Attachments: Bobby Long Speech Notes 05282019.pdf

City Attorney Carol Duncan said, on this ordinance under Section 6, it is not technically an emergency clause, but it says this ordinance shall be in effect from and after the date of it's adoption and we need to remove that because without stating an actual emergency, it needs to take effect 30 days after approval of just like any other ordinance. So, that is my request. Based upon our consistency and our use of emergency clauses, I don't know that we have a public health, safety, or welfare emergency that requires this to take effect immediately. Councilmember Gene Vance motioned to remove that verbiage and replace it to where it goes into effect in 30 days like our normal procedure. Ms. Duncan said, well we can just remove Section 6 and

that will happen automatically.

Councilmember Gene Vance motioned, seconded by Councilmember Joe Hafner, to amend ORD-19:029 and remove Section 6 from the ordinance. All voted aye.

Waived Second Reading

ORD-19:031 AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Attachments: opposition to sales tax 06042019.pdf
Iris Stevens Statement 06182019.pdf
Iris Stevens Email 06192019.pdf
Iris Stevens Email Correction 06192019.pdf
Joe Hafner response to Iris Stevens email.pdf
Response to Iris Stevens Email on June 19 2019.pdf

My name is Iris Stevens, 2714 Turtle Creek. I'm also the coordinator of the Northeast Arkansas Tea Party. What I wanted to do with you all is come and ask for some clarification on some of these items. I have attended all three meetings that we have had on this and I do have some questions. First of all, the projects sound great, but I do have some questions and concerns about the process of this proposal. I hope that I can get some answers from you all. My first concern is that raising this tax 1% (one percentage point) would take us from 8.5% to 9.5% percentage increase of the sales tax and would actually result in an increase of 11.76% or almost 12% percent increase in taxes. President Pro-tempore Chris Moore said, ma'am, what is before us is whether or not to place it on a public referendum, not to debate the merits of it. Ms. Stevens said, I don't intend to debate the merits. That is why I want clarification. Mr. Moore said, I just want to make this clear because of the last meeting. Ms. Stevens said, I am asking for clarification. Is this true? Do you all have any kind of clarification for me on this that this results in almost a 12% increase in taxes based on this one increase from 8.5% to 9.5%? Mr. Moore said, without a calculator in front of me, I would assume that you are probably correct. Ms. Stevens said, well, I did ask a PhD in Economics. Mr. Moore said, I would say that is probably correct. Ms. Stevens said, so, I can probably assume that is correct. By the way, as I said, I have come here for all three meetings. In the first meeting, Mr. McDaniel made the point of referencing that we didn't have a sanitation fee and I have not heard that corrected anywhere. And, of course, you all would know that in the year 2000, we passed a 1% sales tax. In order to pass that, they agreed to remove the sanitation fee. And, I haven't heard that corrected anywhere and I think a lot of people might like to know that. That the reason why we don't have a sanitation fee is not because we just don't have one, but because we

traded it for a 1% permanent sales tax in the year 2000. Mr. Moore said, that is correct in the MATA tax. Ms. Stevens said, ok. Thank you. Is it true, because I have this down, I do research on this, that with a 9.5% rate of taxation sales tax and of course that is combined local and state, that puts us above Tennessee which has the highest average combined local and state sales tax in the country. Mr. Moore said, I am not familiar with Tennessee sales tax rates so I can't answer that. Ms. Stevens said, well, that is what I have been told. As you know, Tennessee does not have an income tax. So, even though they are high, we would be even higher than they are, but of course, we do have an income tax. So none of you all can give me any information to that? Mr. Moore said, no ma'am. Ms. Stevens said, oh well, maybe it will give you something to look up. Mr. Moore said, ok. Ms. Stevens said, I also have a question about something that wasn't clear to me during the last meeting. Ms. Duncan stated that we do have to pass the levy before we can call for the election. Is that correct? Ms. Duncan said, yes. Ms. Stevens asked, does that mean that only after the tax is passed, the committee begins to work on these projects? Is that what that means? Ms. Duncan said, only after the tax has been passed, the committee will start working. Ms. Stevens said, this may not go over well with you all, but that sounds a little bit like we have to pass the bill so you can see what is in it. Ms. Duncan said, no ma'am, it is just the way state law works. The council has to vote to levy the tax and then they have to vote to send that to the voters for the voters to make the ultimate decision. If the voters vote no, then the tax is never levied and it is never implemented. Ms. Stevens said, but if you vote yes, we don't know what is in the committee notes right? Ms. Duncan said, if you vote yes, you have levied the tax. You are confusing two different ordinances. You are talking about the levy versus the committee. Ms. Stevens said, no. What I am trying to find out because this was the part that was not clear to me was that we pass the tax first, correct? Ms. Duncan said, we vote to levy it and then vote to send it to a public election. Ms. Stevens said, yes, I understand that and we have to do that before we actually start working on these projects and the committee projects. Councilmember Joe Hafner said, well, I don't know necessarily if that is the case. Ms. Duncan said, I don't know. Some of these projects may have been in the works somewhere else. I don't know, but the committee doesn't start working. Ms. Stevens said, according to the ordinances, I am asking about the ordinances. Ms. Duncan said, the committee will be appointed by the Mayor after that ordinance passes and takes effect which could be prior to the sales tax. I don't know. That will be up to the Mayor and the Council. Ms. Stevens said, ok, I see. I am looking to clarify this in my own mind so I can share this with other people. And, the other thing in there that was listed, and as I said in this was that there would be no list of projects now because I think Mr. McDaniel said it would remove the creativity, set a floor and ceiling to the projects, it would take away the competition, and it would be unwise to anchor the committee. But yet, this seems to be in the process of passing a tax. I guess I am used to we have a list of things that we are going to do before we go to an election. Ms. Duncan said, there is a list of projects that the money can be used for, but they are broad projects. They are not specific and they don't say in what order. Ms. Stevens said, I noticed that because that was going to be my next question because we have a list in another place. Ms. Duncan said, the list is in the ballot, on the ballot item and on the ballot vote. Ms. Stevens asked, ok, the list will be on the ballot for the tax or the ballot for the committee or the ballot for the election? Ms. Duncan said, there is no ballot for the committee. The list is going to be on the ballot for the tax and it will tell you specifically what the tax can be used for and the money has to be appropriated for that and used for nothing else. Ms. Stevens said, ok, that answers that question and I think that is all I had to ask about that. Thank you very much.

President Pro-tempore Chris Moore said, please keep your comments Mr. Montgomery in line with whether or not you think this should go to a public referendum because that

is the item before us, not the merits of this. Curtis Montgomery, 1704 Smoot, asked, is this not for the one percent sales tax? Mr. Moore said, no. This is whether or not we send a ballot initiative to a public referendum that is what we are discussing right now. Mr. Montgomery said, I am sorry. Is this what you are proposing to go to the voters? Mr. Moore said, yes sir, that is correct. Mr. Montgomery said, then I have a comment. Mr. Moore said, ok. Let's hear it. Mr. Montgomery said, I noticed that the wording has changed from what I saw it the last time. Mr. Moore said, let me get clarification of that. Has this wording changed from the first reading? Mr. Montgomery said, it has changed as to what is was in the paper too. City Attorney Carol Duncan said, I can't speak for the paper, but there has been no changes to the wording other than the amendment on the committee that just happened. Mr. Montgomery said, the latter part of that after you get through with the police department, there has been a bunch of little things added in there that hadn't been in the past, right? Ms. Duncan said, no sir. It is the exactly the same as it was. Councilmember Charles Frierson said, no. Councilmember Gene Vance said, no, they were in there. Mr. Moore said, let's keep order please. Mr. Montgomery said, I am here to propose that you separate the two and make it two issues for the voters to vote on, alright. There is an old saying and it is called piggybacking, alright. Before you had a ½ percent for the police department and a ½ percent for the other, alright. I say you separate that and make one for the police department. You make one for the other part. And, let the voters vote on them separately, two ballot issues. Piggybacking is where you take one issue that you don't know for sure that you are going to get it made and pass it and you attach it to something you know most people are going to go for and they are going to vote for it. So, you piggyback it to that where you have got the second half piggybacking to the police department and the fire department. Now, I am for the police department and the fire department, but I am also for all of the citizens in this city, especially for the poor, the low-income, and etc. You have to think about it and I think you all want to think about it because you are voted. The citizens voted for you to take your position and pay you. So, think about the citizens. You have got to let these people buy things, get what they need, and to get along and to do what they have to do. There are people out there working on low-income trying to get along. Now, this was originally saying for 12 months, excuse me 12 years. Thank you. Now you are going to set this tax and you are going to hit these people for 12 years and you are going to take that money and you are going to put it and you are going to use it however you want to do it and for the items you want, alright. I say let those people have their money and let them go out and buy the items and goods they need and you receive the sales tax from those purchases. You still get sales tax money, but you don't lock them in for 12 years. You have got people on social security. You have got people on pensions. You have got low-income people. You have got business people, etc. They have got to get through. They have got to make it. I say you split them up and let the people make it fair and square. You are not piggybacking this to get one and knowing you are going to get it for police and fire departments. I am for that. I don't like the idea of putting something else on it to piggyback it so that you can get it. I am for the people and I am for the city to get the money it needs. But, I think you need to be fair and I think you need to think about it because this is going to come up again. You make this and put it up there for the citizens to vote on come September or whatever, I wouldn't blame them if they turned you down. You want their money, but you want to put a bunch of other stuff in there that may not be necessary. You have got a tremendous park out here, soccer, football, baseball, whatever. Allen Park has tennis, etc. You have got facilities for recreational for the young people. And, what is a quality of life? A quality of life for one is not necessarily a quality of life for the other. I say you have got to look at all of the citizens in your city. Think about them. You gotta let them make their living and you gotta let them be able to do things. But, at the same time, if you separate them, you let it be voted on and let it stand on its own merits. If the people want it, then fine, let

them have it. But, don't tie one to the other knowing that you are piggybacking one just to get the other. That is not fair to the citizens. And, it is not fair to you because sooner or later, it is going to come back and your constituents are going to ask you, why did you do that? Why did you do that? My answer is I don't know why they want to piggyback one thing on something that they know that they are definitely going to have to have. And, they are going to collect the tax anyway. You are going to take that money for 12 years and pile it up and use it on whatever you want. Well, that is 12 years of taxes that these people pay every day that they go to the store, buy clothes, get something serviced, etc. You are getting that tax money. Why is it sitting over here in a pool until you figure out what all you want to do? You have got some of that stuff right now. You have got a good library. You have got a museum, park facilities, some of the best park facilities in the state. You have got walking trails and etc. You are over doing it. Give these people the chance to have their own money and spend it and you get the tax off of that every time they spend it. Don't take that money and put it in a pool and wait. Let's wait and do that for something else. You have got a lot of stuff up there that I hadn't seen, but I have been to two of them. Anyway, that is what I am saying. Mr. Moore said, thank you Mr. Montgomery, duly noted. Thank you for your comments.

Councilmember Gene Vance said, I would like to make a comment. It would be good if you would allow the chief to say again what he said in front of the committee. But, my comment is that the piggybacking could actually backfire so it's not a sure thing that one is going to pass and the other one is going to fail or that piggybacking will make both of them pass. It could be that both of them would fail because they are piggybacked. So, I don't see that as being an issue. I think they need to stay together.

Kevin Box, 5918 Friendship Circle, said, I ask that you do not split this bill. Here's why. Public safety, public good, and quality of life are inseparably intertwined. Let's say that you build a house. You are going to build a safe house so you get the best doors money can buy. You get the best locks that money can buy and you get the best smoke detector that money can buy. You have got yourself a house. But, you say I am going to wait. I am going to wait on quality of life in my home so you don't buy anything for the quality of life living in your home. That means you have got locks and a door and windows and smoke detectors, but you don't have a kitchen sink. You don't have carpets. You don't have a bathroom or a bathtub or carpet. That is a silly home. Our city is no different. We need public safety. We need the public good, but we also need quality places to be healthy. We need quality places for academics. We need quality places for rest and recreation. There is nothing nefarious in quality of life. There is nothing to be afraid of. A home is a home when it has safety and security and quality of life for the living. A city is no different. I ask you to send this measure straight ahead as it was given to you not separated, but together. I ask that we move ahead as quickly as possible. I am not afraid of this tax. I am ready to move forward. Anybody got a Blackberry tonight? Who has got their Blackberry tonight? Hold up your Blackberry. Nobody has a Blackberry? Do you know why you don't have a Blackberry? Because Blackberry refused to innovate. They didn't want to spend the money that it took to get the software to update and innovate and keep up and pass Apple and those other companies. Who is going to Kmart tonight? Anybody going to Kmart tonight? No, you are not. Do you know why you are not going to Kmart tonight? Because Kmart refused to spend the money to update their stores. They wouldn't buy lights to light their stores properly. They thought it was too expensive. Let's not be like Blackberry. Let's not be Kmart. Let's spend the money to make our city right for our future generations. Let's do it expeditiously. Anybody play football on the council? I played football. Anybody play football? Fourth quarter on a Friday night and the game is on the line. Coach gets the right play at the right time to win the game. Are you

going to wait until next Friday night to run that play? No. You run the right play at the right time to win the game this Friday night. Anything else would be ridiculous. We have the right play at the right time to run right now to win the game. I have given you football which is almost scripture. Now, I am going to give you scripture. Proverbs 3:27 – Do not wait to do good when it is within your power. Do not tell your neighbor come back tomorrow when you can help him today. City Council, let us not wait until tomorrow to do good for our neighbor today. Thank you. Mr. Moore said, thank you Mr. Box.

Pete Lochner, 3309 Springwood Drive, said, it is going to be hard to follow that one. President Pro-tempore Chris Moore said, good luck. I stand before the council tonight as a citizen of Jonesboro, a police officer for the city of Jonesboro, and also a father. I have got two kids. One is at Valley View and one is an ASU student. So, I have a lot of dogs in this fight. As a police officer, I can see the need on a daily basis, the obvious needs for the PD and FD both. We see this daily. I also see the need for additional sidewalks for public safety reasons. We have concerns about people having to walk in the roadways. This is also very near and dear to me because I almost lost my wife to getting hit over by the Circuit Courthouse when she was our Parking Enforcement officer. I understand and agree to other amenities that are mentioned in these future projects while I reflect on the impact of the growth of this city. That is obvious. We bring business and the money comes with it. The people come. Sales tax will give Jonesboro a chance to develop an economy of individuals of all ages and abilities. That is all I have to say on that. Thank you. Mr. Moore said, thank you sir.

Carl Abraham, 311 S. Church, said, I really didn't expect to speak here, but I was passing by somebody who said something about brain drain here in Jonesboro which I really hadn't heard until I was just sitting here. And, if you are smart enough, you know that this is a one percent tax. And, if you are a doc like me, you have seen a lot of drug reps who come in and say this goes from 8.5% to 9.5%, therefore, it is a 12% increase. No, it is a one percent tax increase. I have two daughters. They are both way smarter than I am. One is getting her PhD in Physics. The other is a neurosciences major. They both said that Jonesboro didn't have enough to keep them here. That really bums me out. I really hope you understand what culture, arts, and quality of life does to keep people here and to get people here. Please go ahead and forward this in tact. Thank you. Mr. Moore said, thank you sir.

Held at second reading

ORD-19:030 AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS ON THE QUESTION OF LEVYING A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Attachments: opposition to sales tax 06042019.pdf

Councilmember David McClain said, I would like to make a real quick comment. The only thing I would like to say is that I appreciate Team Jonesboro bringing this forward and calling for the election, the vote. We are a democracy so we should operate in that manner. So, I appreciate you guys doing that. I think we leave it in tact. In order for us to move forward as a city and to continue progress, I truly feel like we have to start our investment in this type of, these types of facilities. I spent some time at the Municipal League and got to see what is going on around the state and in other cities and seeing what their investment in quality of life has done, has transformed different parts of the city. It transforms entire cities so I would love to see this go forward to the public and allow them the opportunity to vote on this. This is their money so I think they should have the right to vote whether or not we pass it. Mr. Moore said, thank you Mr. McClain.

Held at second reading

ORD-19:032 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, INDUSTRIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5917 E. JOHNSON AS REQUESTED BY MARSHA BRADLEY ON BEHALF OF STEVE SUKUP

Attachments: 16152 stamped.pdf
Staff Summary - Council.pdf
Application.pdf
Questions - Answers.pdf
MP 16-10 SUKUP 49 ADDITION - SUKUP MANUFACTURING - JOHNSON
Warranty Deed.pdf
USPS Receipts.pdf

Held at second reading

ORDINANCES ON THIRD READING

ORD-19:023 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR WATERWHEEL HUNTING CLUB, INC.

Attachments: ROOTS_Waterwheel.pdf

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Enactment No: O-EN-036-2019

ORD-19:025 AN ORDINANCE TO ADOPT BY REFERENCE THE GUIDELINES FOR THE SELECTION OF PROFESSIONAL SERVICES AND AWARDING OF CONTRACTS FOR THE CITY OF JONESBORO

Attachments: Construction revision 5-1-19-clean.docx
Other prof. services 5-1-19.docx
Proposed amendment.docx
Proposed amendments to ORD-19-025

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

Enactment No: O-EN-037-2019

8. MAYOR'S REPORTS

President Pro-tempore Chris Moore said, the Mayor is not here tonight. His wife had a medical procedure and he is home with her. Unless there is a question to be submitted to him, I have nothing to offer on his behalf.

9. CITY COUNCIL REPORTS

Councilmember John Street said, I know most of you know it, but Mayor Perrin was elected President of the Municipal League. We just came back from the Municipal League meeting. It is a fairly big deal for the state of Arkansas. It is going to spotlight Jonesboro in a very positive way. He will be more involved with that this next year. So, if there is any way that you can assist the Mayor with anything, he is going to have a very busy schedule and they will be here off and on. I am sure he would appreciate it. But, I was going to congratulate him. It is an honor. And, so, anything we can do to help him I think would be in the best interest of the city. President Pro-tempore Chris Moore said, that is correct and I assume they will feature him in City & Town magazine and it will bring a spotlight on the City of Jonesboro. I hope his influence will bring us recognition up here. Councilmember Street said, he will be front and center. I think it is going to be a big thing for us. Mr. Moore said, thank you for bringing that up Mr. Street.

Councilmember LJ Bryant said, I would just briefly say that the level of civic involvement that we have had this evening has been great. I am sure whomever was here when the city council chamber was designed, I am sure no one thought of how often we would have the chamber filled and in excess and Fire Marshall's and all of those things. I am sure in two months from now when we are discussing boring things, we will go back to normal crowds, but genuinely I hope people continue to be involved whether things seem exciting or not. It is important that people be involved and it is good that they are. President Pro-tempore Chris Moore said, well, when it was designed, I thought 92 people was crazy because we were averaging about 7 per night and here we are. Thank you for your comments.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilperson Bobby Long, seconded by Councilperson LJ Bryant, that this meeting be Adjourned . The motion PASSED

with the following vote.

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:068	**Version:**	1	**Name:**	CONTRACT WITH CONTRACTSAFE FOR THE PURPOSE OF COMPUTER SOFTWARE TO TRACK THE CITY OF JONESBORO'S CONTRACTS
Type:	Resolution			**Status:**	Recommended to Council
File created:	5/22/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION AUTHORIZING THE ENTRY INTO A CONTRACT WITH CONTRACTSAFE FOR THE PURPOSE OF COMPUTER SOFTWARE TO TRACK THE CITY OF JONESBORO'S CONTRACTS.				
Sponsors:	Finance				
Indexes:	Contract				
Code sections:					
Attachments:	ContractSafe Agreement_Jonesboro_052119.pdf Laserfiche Proposal City of Jonesboro.pdf				

Date	Ver.	Action By	Action	Result
6/25/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass
6/11/2019	1	Finance & Administration Council Committee	Postponed Temporarily	Pass
5/28/2019	1	Finance & Administration Council Committee	Postponed Temporarily	Pass

A RESOLUTION AUTHORIZING THE ENTRY INTO A CONTRACT WITH CONTRACTSAFE FOR THE PURPOSE OF COMPUTER SOFTWARE TO TRACK THE CITY OF JONESBORO'S CONTRACTS.

WHEREAS, the City of Jonesboro, Arkansas, would like to have a computer program to track and maintain all city contracts and payments.

WHEREAS, ContractSafe will provide the city this product with the basic annual subscription fees of $4,296 (four thousand two hundred ninety-six dollars).

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

Section 1. That the City of Jonesboro, Arkansas, shall contract with ContractSafe for the annual subscription of computer software to track City of Jonesboro contracts. A copy of said contract is attached as Exhibit A.

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

CONTRACTSAFE

CUSTOMER AGREEMENT

This Customer Agreement (the "**Agreement**") is made as of the date it is fully executed by the parties (the "**Effective Date**"), by and between the City of Jonesboro, with offices located at 300 S. Church Street, Jonesboro, AR, 72401 ("**Customer**"), and ContractSafe LLC ("**ContractSafe**") with offices located at 23823 Malibu Road, Suite 50-197, Malibu CA 90265. Customer and ContractSafe are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties.**"

(a) ContractSafe and Customer wish to enter into an arrangement for Customer to use ContractSafe's products and/or services (the "**Site**").

(b) Except as explicitly set forth in this Agreement, Customer's use of the Site will be subject to ContractSafe's standard Terms of Use then in effect on the Site ("**ToU**"; https://www.contractsafe.com/terms-of-use).

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Customer hereby subscribes to the Site at the Basic Annual subscription level with [AI]ssistant from the Effective Date through the anniversary of the Effective Date for a subscription fee of $4,296. ContractSafe will invoice Customer for this subscription fee and Customer agrees to pay said invoice within thirty (30) days.

2. Section 12.4 is replaced in its entirety with, "Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state and federal courts located in Arkansas."

3. In Section 12.5, the following phrase is deleted, "; the arbitrator shall apply California law to all other matters."

4. In the event of a conflict between the terms of this Agreement and the ToU, the terms of this Agreement shall control. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

CITY OF JONESBORO	CONTRACTSAFE LLC
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Dated Signed: _____	Dated Signed: _____

City of Jonesboro, AR

Technology Proposal

Friday, April 19, 2019

Presented By:

Jeff Smith,
Solutions Engineer

Laserfiche®
Run Smarter®

319 S. 9th St. | Fort Smith, AR 72901
4256 Frontage Road | Fayetteville, AR 72703
FSM 479-782-7992 | FAY 479-521-6209
www.preferred-office.com

City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

Friday, April 19, 2019

To the Administration of City of Jonesboro,

On behalf of our entire team, it is my honor to personally thank you for considering Preferred Office Technologies for your growing technology needs. Much like your organization, our company was founded by an individual with a vision. Now in our third generation of family ownership, I am proud to carry the torch to ensure my Grandfather's vision to provide our clients with quality service, matched with best-of-breed technology remains with us today.

Founded in 1968, Preferred Office Technologies has guided our clients through wars and cold wars, record inflation, the dawn of the digital age, the wireless age, and the worst economic event since the Great Depression. Through it all, we remained focused on the ever-changing needs of our clients. As a result, today we proudly offer one of the most comprehensive suite of technology products and services to be offered by a local, family-owned company.

The consulting proposal we have customized for the City of Jonesboro provides you access to the wisdom, knowledge and experience of tenured industry professionals dedicated to their craft in order to help you take control of the IT services best suited for your office environment.

It is my sincere hope that Preferred Office Technologies may become your trusted technology partner in this endeavor, and any other you may find.

If I may be of help to you, please do not hesitate to contact me at (479) 782-7991 or through email at kdickinson@preferred-office.com.

Sincerely,

Kevin Dickinson,
Owner
Preferred Office Technologies

PREFERRED
OFFICE TECHNOLOGIES

Laserfiche® PROPOSAL

EXECUTIVE SUMMARY

Preferred Office Technologies is pleased to submit this proposal for Laserfiche virtual document storage and retrieval services to support the City of Jonesboro in achieving its technology goals for improving the efficiency of its office environment. Through extensive interdepartmental collaboration, combining decades of expertise, our recommendations are made as our best-fit solutions to your specific needs. We proudly partner with thousands of large and small businesses throughout Arkansas and Oklahoma; committed to driving customer experience through a unique service-based technology model. Through planning, installation, and implementation, Preferred Office Technologies delivers technology to our clients with an emphasis on convenience, accuracy, and timely delivery.

Your Objectives

- <Need #1: Centralize Archived Contracts Records in ELECTRONIC Format >
- <Need #2: Standardize CAPTURE of information for Contracts>
- <Need #3: Transparency of Contract Process / Recordkeeping >
- <Need #4: Document & Operational Redundancy for ACOOP Requirements >
- <Need #5: Filing & Process AUTOMATION >

Your Solutions

- <Recommendation #1: Laserfiche Cloud-based Application with 25 Full Users >
- <Recommendation #2: Laserfiche On-premise Server with 25 Full Users, Audit Trail, Forms, Signature, and Records Management Licensing >
- <Recommendation #3: 10-15 Hours Laserfiche Software Support / 8 Hours on-site Training >
- <Recommendation #4: Ongoing Training, Support and Recommendations >

OUR PROPOSAL

Laserfiche Avante Software Implementation

- Includes Solutions Outlined in Executive Summary
- Includes Support from your Preferred Technology Team

Meet Nathan Handley: CIO, Preferred Office Technologies

Nathan currently serves as team leader for the Preferred Technology Group, and is Preferred Office Technologies Chief Information Officer. He brings over 24 years of hands-on IT experience with 15 of those years spent at the Director/CIO level. Nathan has extensive dealings in the highly regulated healthcare field, as well as Federal and State Governments.

His background most recently includes:

- Overseeing 178 locations nationwide
- having achieved network up-time of 99.99999%
- Nominated for “CIO of the Year” and “Most Innovative Infrastructure Design”
- Acknowledgement for outstanding work on CARTA and CARTA II projects by the President of Costa Rica
- 13 peer-reviewed publications
- Disaster Response and Emergency Preparedness work with NASA and the USGS

Nathan is on the Board of Directors for an Environmental Education Non-profit and is Technical Advisor to the University of Arkansas’s Department of Geography External Advisory Board.

EXECUTION STRATEGY

Your execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how your project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

Technical/Project Approach

The City of Jonesboro has developed time-honored traditions which carry with it specific processes and methodologies. Preferred Office Technologies recognizes this and brings it into our approach. We prefer to work collaboratively, in conjunction with our clients as we implement any technology solution; regardless of how simple or complex the product or service may be. This ensures you are receiving the full benefit of the partnership, and typically translates to a more robust result for your organization.

Your Preferred Technology Team Resources

- Jeff Smith, Solutions Specialist
  jsmith@preferred-office.com
- Ryan Goodwin, Software Engineer
  rgoodwin@preferred-office.com
- Stephen Hattey, Software Engineer
  shattey@preferred-office.com
- Nathan Handley, Virtual CIO
  nhandley@preferred-office.com
- Kevin Dickinson, President/Owner
  kdickinson@preferred-office.com

Timeline for Execution

Key proposed project dates are outlined below. Dates are estimates based upon typical implementation schedules and are occasionally change due to circumstances beyond our control.

Duration indicated for any of your, or your staff members' involvement(s), ONLY.

Description	Start Date	End Date	Duration
<23 Point Inspection>	TBD		1-2 Hours
<Laserfiche Case Analysis>	1 WEEK		2-4 Hours
<Laserfiche Custom Software Design >	3 WEEKS		
<Training & Beta Testing>	3 WEEKS	5 WEEKS	
<Laserfiche & 23 Point Follow-up Meeting>	6 WEEKS		1 Hour
<Next Review Meeting>	6 MONTHS		1 Hour
<Annual Review Meeting>	1 YEAR		1 Hour

PRICING

The following table details our best estimates for pricing of the products and services outlined in this proposal.

Laserfiche Cloud Licensing

The Laserfiche Cloud license introduces a straightforward annual or monthly fee including software licenses, hosted storage, technical support and software updates. The licensing option provides a Software as a Service (SaaS) solution hosted on Amazon Web Services.

- 100 GB Storage Per User
- Windows, Web and Mobile Clients
- Snapshot
- Records Management
- Advanced Audit Trail with Watermark Feature
- Electronic Forms
- Digital Signatures
- Import Agent
- Laserfiche Connector
- Microsoft Office Integration

Laserfiche Cloud Product Description

Laserfiche Cloud is a Software as a Service (SaaS) solution which provides a central digital repository accessible from anywhere. With Laserfiche cloud you can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud.

- **Web Access:** Enables user to access content through a web browser.
- **Forms:** Create and publish customized e-forms that require no coding or scripting.
- **Business Processes:** Diagram business processes through the process modeler which is based on business process model and notation (BPMN) standards.
- **Import Agent:** Monitors network folders and imports files into the Laserfiche System. Upon import, this utility can perform OCR as well as index and route documents based on the Window's file path or file name.
- **Audit Trail:** track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Records Management:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Laserfiche Connector:** Provides a non-code means for integrating Laserfiche with line-of-business applications.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
- **Built-In Disaster Recovery:** Perform system backups automatically without user intervention. Documents are backed up 6xs a day with the most recent 3 backups available for a minimum of 14 days.
- **Digital Signatures:** Post signing requests to DocuSign® to sign documents directly from Laserfiche Cloud.
- **Laser App®:** Provides forms filling solutions for those in the wealth management industry.

On-Premises Add-ons

- **Quick Fields:** An advanced automated data capture solution.
- **Plus:** Create a portable copy of information stored in a Laserfiche repository.
- **SDK:** Includes access to the same Web Services, API's and libraries used to develop the Laserfiche client applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.

Technical Support

Preferred Office Technologies is the first line of support for NEAESC whenever an issue is encountered. If any further action is required, your Preferred Office Technologies Solutions Team member has the ability to escalate the call to Laserfiche directly to remedy the issue.

Updates

On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as "updates." Licensee will receive all updates as released.

Access to Online Support Resources

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

OPTION 1: Laserfiche Cloud Package	Software Price
Document Management w/ Process Automation User (25)*	$16,250
Professional Services (10 hours) & On-site Training (8 hours)	$2,500
Total Laserfiche Technology Package Investment*	$19,492.00

*$16,250 is assessed annually

OPTION 2: Laserfiche On Premise Package	Software Price
Avante Server with SQL Express	$1,800
Avante Named Full User w/ Web Client (25)	$15,000
Avante Forms Professional (25)	$1,250
Standard Audit Trail	$1,875
Avante Records Management Module	$6,000
Digital Signature	$625
LSAP* (Annual Support Fee)	$5,250
Professional Services (15) & On-site Training (8)	$3,250
Total Laserfiche Technology Package Investment*	$35,050.00

*LSAP amount of $5,250 is assessed annually.

*90 Days, Same as Cash

This pricing is valid for 30 days from the date of this proposal:

Disclaimer: Product pricing in the above tables are not subject to change, unless project specifications are modified. All prices shown are before applicable taxes.

PROPOSAL ACCEPTANCE

_____ _____/_____/2019
Name

_____
Title

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:071	**Version:**	1	**Name:**	PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
Type:	Resolution			**Status:**	Recommended to Council
File created:	5/24/2019			**In control:**	Public Safety Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE				
Sponsors:	Engineering				
Indexes:	Parking & Traffic				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
6/18/2019	1	Public Safety Council Committee		

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

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

ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Denver Drive
Smoot Drive

Church Street from Oak Avenue and Cate Avenue

East Gordon Street

East Allen Avenue

Miller Street

Bridge Street from East Johnson Avenue to Belt Street

East Woodrow

East Forrest Street

Hoover Avenue

4th Street

3rd Street

Miller Street

North Drake Street

North Fisher Street

Mulberry Street

Pecan Street

French Street

Ridge Run Subdivision

Cypress Springs Road

Cypress Springs Cove

Cypress Moss Road

Cypress Moss Cove

Cypress Knee Road

Cypress Knee Cove

Cypress Glenn Cove

Cypress Knoll Drive

Jude's Crossing Phase VI

Windy Lane

The Orchard Phase I

Orchard Pass

Leafy Pass

Scarlett Oak

Woody Knoll

Red Maple Way

Brookshire Place Phase I

Brookshire Drive

Brookshire Way

Eden Hills Estates Phase II

Paradise Hills Lane

Prospect Farms Phase 4

Yukon Drive

Willow Pointe Phase 3

Willow Ridge Lane

REDUCE SPEED LIMIT FROM 30 MPH TO 25 MPH ON THE FOLLOWING ROUTES:

Owens Avenue

Woody Lane

West Word Avenue

INCREASE SPEED LIMIT FROM 20 MPH TO 25 MPH ON THE FOLLOWING ROUTES:

Myette Street

Belt Street from Church Street to Drake Street

West Woodrow Street

West Forrest Street

North Allis Street

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:

On Orchard Pass at Flemon Road

On Scarlett Oak at Leafy Pass

On Scarlett Oak at Red Maple Way

On Red Maple Way at Orchard Pass

On Leafy Pass at Orchard Pass

On Woody Knoll at Red Maple Way

On Red Maple Way at Wilkinson Road

On Bedrock Drive at Windy Lane

On Brookshire Way at Brookshire Drive

On Paradise Hills Lane at Peachtree Avenue

On Goldrush Lane at Yukon Drive

On Willow Ridge Lane at Willow Ridge Drive

On Willow Ridge Lane at Willow Point Drive

INSTALL ALL-WAY STOP SIGN AT THE FOLLOWING LOCATION:

Paragould Drive at Aggie Road

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:084	**Version:**	1	**Name:**	ADD ONE NEW PATROL OFFICER POSITION IN ORDER TO FILL A NEW SRO POSITION FOR THE NETTLETON SCHOOL DISTRICT
Type:	Resolution			**Status:**	Recommended to Council
File created:	6/12/2019			**In control:**	Public Safety Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 BUDGET TO ADD ONE NEW PATROL OFFICER POSITION IN ORDER TO FILL A NEW SRO POSITION FOR THE NETTLETON SCHOOL DISTRICT				
Sponsors:	Police Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
6/18/2019	1	Public Safety Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 BUDGET TO ADD ONE NEW PATROL OFFICER POSITION IN ORDER TO FILL A NEW SRO POSITION FOR THE NETTLETON SCHOOL DISTRICT

WHEREAS, the City of Jonesboro passed the 2019 Budget in Resolution 18-186, which will need to be amended in order to effectuate said increase in the budget for school resource officers for the Nettleton School District, the budgeted amount will need to be increased by a total of $47,396.55.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro that:

1. The 2019 Budget is hereby amended to provide for an increase in the budget for School Resource Officers of $47,396.55 to add one new resource officer to the Nettleton School District for the first semester of the 2019-20 school year. The money for said increase will come from monies in the general fund. The salary and benefits will be reimbursed to the general fund from the Nettleton School District.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:085	**Version:**	1	**Name:**	AMEND THE 2019 ANNUAL BUDGET FOR THE POLICE DEPARTMENT
Type:	Resolution			**Status:**	Recommended to Council
File created:	6/12/2019			**In control:**	Public Safety Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 ANNUAL BUDGET FOR THE POLICE DEPARTMENT				
Sponsors:	Police Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
6/18/2019	1	Public Safety Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 ANNUAL BUDGET FOR THE POLICE DEPARTMENT.
WHEREAS, Resolution Number 18-186 adopted the 2019 Budget; and

WHEREAS, the Police Department is needing to add a Police Sergeant position to cover the expanding role of the Drug Task Force and Creating a Federal Task Force Officer with the Federal Bureau of Investigation;

WHEREAS, the 2019 Police Department Budget will need to be increased in the amount of $5,300.00 in order to effectuate the increased position of an additional sergeant.

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

SECTION 1: The sum of $5,300.00 be added to the Police Department's Budget for salaries, said sum coming from the unappropriated funds in the General Fund.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:086	**Version:**	1	**Name:**	ENGAGEMENT LETTER FOR AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS OF FEDERAL AWARD AUDIT WITH THOMAS, SPEIGHT & NOBLE FOR FY2018, FY2019 and FY2020
Type:	Resolution			**Status:**	Recommended to Council
File created:	6/19/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENGAGEMENT LETTER FOR AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS OF FEDERAL AWARD AUDIT WITH THOMAS, SPEIGHT & NOBLE FOR FY2018, FY2019 and FY2020.				
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:	2018-2020 Engagement Letter.pdf				

Date	Ver.	Action By	Action	Result
6/25/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENGAGEMENT LETTER FOR AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS OF FEDERAL AWARD AUDIT WITH THOMAS, SPEIGHT & NOBLE FOR FY2018, FY2019 and FY2020.

WHEREAS, entities that expend $750,000 or more annually in federal financial assistance must have an audit performed in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Nonprofit Organizations, and

WHEREAS, THOMAS, SPEIGHT & NOBLE will complete the above audit submission to The Federal Audit Clearinghouse and to the City of Jonesboro. The audit years will be for three (3) years -- (FY18) December 31, 2018; (FY19) December 31, 2019; and (FY20) December 31, 2020 -- at a cost of $9,000.00 per year for a total of $27,000.00.

WHEREAS, the funding for the execution of this award comes from existing budget appropriations in the Grants Administration Department.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Jonesboro, Arkansas, that:

The Mayor and City Clerk are hereby authorized to execute such documents as are necessary to effectuate this agreement.

THOMAS, SPEIGHT & NOBLE
2210 FOWLER AVENUE, JONESBORO, AR 72401 (870) 932-5858
A PROFESSIONAL ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

June 12, 2019

To the City Council of the
City of Jonesboro, Arkansas

We are pleased to confirm our understanding of the services we are to provide the City of Jonesboro, Arkansas for the years ended December 31, 2018, 2019, and 2020. We will audit the financial statements of the federal grant funds, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Jonesboro, Arkansas federal grant funds as of and for the years ended December 31, 2018, 2019, and 2020.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Jonesboro, Arkansas federal grant fund's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the City Council of the City of Jonesboro, Arkansas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Jonesboro, Arkansas's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Jonesboro, Arkansas's major programs. The purpose of these procedures will be to express an opinion of the City of Jonesboro, Arkansas's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Jonesboro, Arkansas federal grant funds in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as

needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Jonesboro, Arkansas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thomas, Speight & Noble, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thomas, Speight & Noble, CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff L. Wicker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $9,000 per year. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the City of Jonesboro, Arkansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us

Very truly yours,

Thomas, Speight & Noble, CPAs

Thomas, Speight & Noble, CPAs
Jonesboro, Arkansas

RESPONSE:

This letter correctly sets forth the understanding of the City of Jonesboro, Arkansas.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-19:087	**Version:**	1	**Name:**	AGREEMENT WITH GRADY AUCTIONS AND REALTY, INC., TO PERFORM A LIVE PUBLIC AUCTION OF SURPLUS CITY EQUIPMENT AND OTHER MISCELLANEOUS ITEMS
Type:	Resolution			**Status:**	Recommended to Council
File created:	6/19/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRADY AUCTIONS AND REALTY, INC., TO PERFORM A LIVE PUBLIC AUCTION OF SURPLUS CITY EQUIPMENT AND OTHER MISCELLANEOUS ITEMS				
Sponsors:	Finance, Mayor's Office				
Indexes:					
Code sections:					
Attachments:	Auction Contract.pdf				

Date	Ver.	Action By	Action	Result
6/25/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRADY AUCTIONS AND REALTY, INC., TO PERFORM A LIVE PUBLIC AUCTION OF SURPLUS CITY EQUIPMENT AND OTHER MISCELLANEOUS ITEMS

WHEREAS, the City of Jonesboro, Arkansas, and Grady Auctions and Realty, Inc., desire to enter into an agreement to conduct a live public auction of surplus city equipment and miscellaneous items; and

WHEREAS, said agreement is attached hereto and the terms set out therein. In addition, all documents used in the professional service selection process are attached hereto for council consideration.

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

1. The City of Jonesboro approves the Agreement with Grady Auctions and Realty, Inc., to perform a live public auction of surplus city equipment and miscellaneous items. That the term of the Agreement shall be for a period of three years and there shall be no cost to the City. All other details of the agreement, including the scope of services to be provided, are set out in the attached agreement.

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

NOTE; SIGNED ORIGINAL TO BE HAND-CARRIED TO CLERK'S OFFICE

AGREEMENT FOR PUBLIC AUCTION SERVICES

TERMS AND CONDITIONS: In consideration of the fees to be paid herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Jonesboro ("City"), a municipal corporation, does hereby contract and agree with Grady Auctions and Realty, Inc. ("Grady"), to hold a public auction on surplus equipment and miscellaneous items, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. CONTRACT – This contract shall become effective upon acceptance by the City Council. The City shall notify Grady of the approval of the contract.

2. CONTRACT PERIOD – This contract shall commence on or about July 1, 2019, and continue for three (3) years expiring June 30, 2023.

3. RENEWAL OF CONTRACT – By agreement of the parties hereto, this contract may be renewed in three (3) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a three (3) year period under the terms and conditions in force and effect at the renewal date.

4. INTENT AND SCOPE – Grady shall conduct a live public auction in the fall of each year this contract is in force. The parties shall agree on the exact date, time, and location of the auction and shall make provisions for any weather delay that may occur.

5. SERVICE DESCRIBED – Grady will conduct the live public auction to sell surplus equipment and miscellaneous items provided by the City. The City will have the list of items for the sale to Grady by end of August each year prior to the auction. At the conclusion of the auction, Grady will provide the City with a list of all items sold and the price that each item brought at the sale.

6. FEES – Grady will charge no fee to the City for conducting the auction. Grady shall charge a fee to the purchaser of each item. Grady shall provide to the City all monies due from the proceeds of the auction no later than 30 days after the auction date.

7. CONCESSIONS – Grady may choose to sell food or drinks during the auction. The City will receive no monies and will in no way be responsible for the sale of these items.

8. ADVERTISEMENT – Grady will advertise the auction on its website prior to the auction date. The City will advertise on the City website and will ask local media outlets

to publicize the event. In addition, the City will advertise the sale one time in the legal notices of the local newspaper.

9. PRICING – The City has the right to establish a reserve price on any piece of equipment or item in the auction. If the City exercises this right, the item shall not be sold for less than the set reserve price.

10. INSURANCE – Grady shall provide written documentation of liability insurance coverage to the City prior to the auction date each year.

11. COMPLIANCE WITH LAWS – Grady does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this sale or the work associated therewith.

15. PERMITS AND LICENSE – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by Grady.

16. PROTECTION OF PROPERTY – The City is responsible for delivering the auction items to the auction location and removing any unsold items at the conclusion of the sale.

17. INDEMNITY – Grady, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of Grady, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

18. NONASSIGNMENT – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City.

19. NONEMPLOYEE STATUS – Grady's agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees.

20. JURISDICTION – Should litigation be required to enforce or interpret any portion of this contract the laws of the State of Arkansas shall govern the terms and any said dispute shall be litigated in Craighead County, Arkansas

21. SEVERABILITY – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

22. 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.

CITY OF JONESBORO

_____
Mayor Harold Perrin

Attested by:

_____
City Clerk Donna Jackson

GRADY AUCTIONS AND REALTY, INC.

_____
Shane Grady

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:033	**Version:** 1	**Name:**	Issuance of industrial revenue bonds for Risever
Type:	Ordinance		**Status:**	First Reading
File created:	6/6/2019		**In control:**	Finance & Administration Council Committee
On agenda:			**Final action:**	

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

Sponsors:

Indexes: Bonds - revenue/development

Code sections:

Attachments: Recognition Nondisturbance and Attornment Agreement (Risever 2019).pdf
PILOT Agreement (Risever 2019).pdf
Trust Indenture (Risever 2019).pdf
Bond Purchase Agreement (Risever 2019).pdf
Lease Agreement (Risever - 2019).pdf

Date	Ver.	Action By	Action	Result
6/25/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

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

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

WHEREAS, Risever Machinery, LLC (the "Company") has evidenced its interest in acquiring, constructing, and equipping an industrial facility in the City if permanent financing can be provided through the

issuance of bonds (the "Bonds") under the authority of the Act; and

WHEREAS, the City has agreed to cooperate with the Company in the acquisition, construction, and equipping of an industrial facility in the City and to finance the acquisition of real estate, construction of buildings, infrastructure and improvements, and acquisition and installation of equipment for the manufacture, fabrication or processing of steel machine parts for heavy construction equipment to be located at 9602 C.W. Post Road, Jonesboro, Arkansas (the "Project") relating to the operations of the Company; and

WHEREAS, to provide permanent financing of the Project costs, necessary costs and expenditures incidental thereto, and the cost of the issuance of Bonds, the City will issue its taxable industrial development revenue bonds under the provisions of the Act designated "City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019," or such other series as are otherwise designated, in the principal amount of not to exceed $25,000,000.00 (the "Bonds"); and

WHEREAS, the Bonds will be issued pursuant to the provisions of a Trust Indenture (the "Trust Indenture") to be entered into between the City and Regions Bank (the "Trustee"); and

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

WHEREAS, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, the City and the Company will enter into a Payment in Lieu of Taxes Agreement (the "PILOT Agreement") in substantially the form presented at this meeting; and

WHEREAS, the City caused a form of a notice of public hearing to be published on June 7, 2019, and the City hereby ratifies the form of notice published; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on June 18, 2019 following publication of notice of the hearing and that having heard all persons desiring to be heard in the matter, the City has taken under advisement the comments and statements of such persons, and declared the public hearing duly closed; and

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

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

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

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

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

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

(a) The Bonds shall be issued in one or more series in an aggregate principal amount of not to exceed Twenty-five Million and 00/100 Dollars ($25,000,000.00), and the Bonds shall be sold to the Purchaser for a price of par plus the costs of issuance upon the terms and conditions set forth in the Bond Purchase Agreement.

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

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

Section 2. The issuance of the Bonds in the total principal amount of not to exceed Twenty-five Million and 00/100 Dollars ($25,000,000.00) is hereby authorized. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall bear interest (at a rate or rates) and shall be subject to redemption prior to maturity, all upon the terms and conditions to be set forth in the Trust Indenture.

That to further prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed (when requested to do so by the Company) to execute and acknowledge the Trust Indenture, and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting (and a copy of such Trust Indenture is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Trustee and the Company in order to complete the Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 3. There be, and there is hereby, authorized and directed the execution and delivery of the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting (and a copy of such Lease Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Company, in order to complete the Lease Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 4. There be, and there is hereby, authorized and directed the execution and delivery of the Bond Purchase Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Bond Purchase Agreement for and on behalf of the City. The Bond Purchase Agreement is

hereby approved in substantially the form submitted to this meeting (and a copy of such Bond Purchase Agreement is on file with the City Clerk and available for inspection by any interested person), and the Mayor is hereby authorized to confer with the Purchaser in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

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

Section 6. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect (i) the execution of the Lease Agreement, (ii) the performance of the City's obligations under the Lease Agreement, (iii) the execution and delivery of the Trust Indenture, (iv) the performance of all obligations of the City under and pursuant to the Trust Indenture, (v) the execution and delivery of the Bonds, (vi) the execution and delivery of the PILOT Agreement, (vii) the performance of the City's obligations under the PILOT Agreement, (viii) the execution and delivery of the Bond Purchase Agreement, (ix) the performance of the City's obligations under the Bond Purchase Agreement, (x) the execution and delivery of the RNA Agreement, (xi) the performance of the City's obligations under the RNA Agreement, and (xii) the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, in connection with the issuance of the Bonds and in connection with on-going rights and obligations that arise after issuance and prior to maturity of the Bonds, to execute all papers, documents, certificates, and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof, including, but not limited to, the execution of a Home Office Payment Agreement, a Memorandum of Lease, Delivery Instructions and other closing certificates.

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

Section 8. All actions heretofore taken by the City, the Company, and the Purchaser in connection with the issuance, offer and sale of the Bonds and the development and completion of the Project are hereby in all respects ratified and approved.

Section 9. ***Severability***. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

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

Section 11. There is hereby found and declared to be an immediate need for the securing and developing of substantial industrial operations in order to provide additional employment, alleviate unemployment, and otherwise benefit the public health, safety, and welfare of the City and the inhabitants thereof, and the issuance of the Bonds authorized hereby and the taking of the other action authorized herein are immediately necessary in connection with the securing and developing of substantial industrial operations and deriving the public benefits referred to above. It is therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public health, safety, and welfare, shall be in force and take effect immediately upon and after its passage.

This instrument was prepared by,
and after recording, return to:

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

RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2019, among RISEVER MACHINERY, LLC, a Delaware limited liability company ("Lessee"), the CITY OF JONESBORO, ARKANSAS, a political subdivision of the State of Arkansas ("Lessor"), and _____, an [insert state of formation] [insert type of entity] ("Lender").

RECITALS

A. Lessor has issued industrial revenue bonds (the "Bonds") for the purpose of financing a portion of the costs of the acquisition of real estate, construction of buildings, infrastructure and improvements, and acquisition and installation of equipment for the manufacture, fabrication or processing of steel machine parts for heavy construction equipment to be located at 9602 C.W. Post Road, Jonesboro, Arkansas (the "Project").

B. In connection with the issuance of the Bonds, (i) Lessee has transferred or will transfer to Lessor title to certain personal property, including all machinery and equipment, and certain real property described on **Exhibit A**, attached hereto and incorporated by reference, acquired or constructed in furtherance of the Project (herein called the "Leased Premises") and (ii) Lessor and Lessee have entered into a Lease Agreement, dated on or about the date hereof (the "Lease"), pursuant to which Lessor demised to Lessee a leasehold interest in the Leased Premises ("Lessee's Leasehold Interest"), in each case subject to the Pre-Transfer Liens (as defined in Recital C, below).

C. Lessee has obtained loans (the "Loans") from Lender secured by liens on, or security interests in, title to all or part of the Leased Premises granted pursuant to the following documents:

1. [Insert title and filing information for any mortgage documents]; and

2. [Insert title and information relating to security agreements affecting personal property].

Items 1 and 2 above are collectively referred to as the "Pre-Transfer Liens" or, as appropriate, the "Security Documents."

D. By this Agreement, the parties desire to establish and acknowledge certain rights, obligations, protections and priorities with regard to their respective interests in the Leased Premises.

AGREEMENT

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the parties hereto, the parties hereto agree as follows:

1. **Recognition of Prior Liens and Interests**. Lessor hereby acknowledges and consents to all liens and encumbrances on, security interests in and rights to, the title to the Leased Premises and Lessee's Leasehold Interest created by or pursuant to the Security Documents, and acknowledges that Lessor's interest in the title to the Leased Premises has been, or will be, transferred to Lessor subject to the Pre-Transfer Liens and subordinate to the Lender's interest created under the Pre-Transfer Liens. In the event that the Lender attempts to obtain title to the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of the Pre-Transfer Liens, the Lessor shall, upon receipt of written notice thereof, cooperate with such Lender in executing a deed in lieu of foreclosure or such other conveyance or consent to such foreclosure, replevin, sale, transaction or other action or proceeding as such Lender may request. Such action shall include and not be limited to execution of a deed in lieu of foreclosure, consent to any decree regarding a foreclosure or replevin action with respect to the Leased Premises, and any other action that will assist or effectuate the transfer of title to any Lender.

2. **Notice and Opportunity to Cure; Nondisturbance**. If any default or breach under the Lease occurs (a "Lessee Default"), then Lessor shall promptly provide Lender a notice describing in reasonable details such Lessee Default and the potential remedies to be pursued in connection therewith (a "Lessee Default Notice"). Lessor shall accept the Lender's cure of any Lessee Default at any time until the later of (i) 30 days after provision of the Lessee Default Notice (or if the Lender reasonably cannot cure the Lessee Default within such 30-day period, then the period to cure shall be extended to the period reasonably required to effect the cure), or (ii) the expiration of any applicable cure period provided under the Lease. At any time after the occurrence of a Lessee Default and before expiration of the applicable cure period set forth herein or in the Lease, (a) Lessor shall not terminate the Lease, accelerate rent, or otherwise interfere with Lessee's or the Lender's possession or quiet enjoyment as long as the Lender

otherwise complies with its obligations under this Agreement and (b) the Lender may enter or use the Leased Premises to seek to cure a Lessee Default. Notwithstanding the foregoing, the Lender has no obligation to cure a Lessee Default.

3. **Recognition, Non-Disturbance and Attornment**. If any transfer of the Lessee's Leasehold Interest by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of the Security Documents or deed or assignment in lieu thereof (a "Transfer") occurs, upon receipt of written notice setting forth in reasonable detail the terms of the Transfer, Lessor shall recognize the transferee(s), including the Lender ("Successor"), as the lessee under the Lease upon the same terms, provisions and conditions as are set forth in the Lease. If Lessor shall have received written notice from Successor that Successor has succeeded to the interest of Lessee under the Lease or otherwise has the right to use or occupy the Leased Premises or to require Lessor to perform its obligations under the Lease, Lessor shall perform all of the obligations of Lessor pursuant to the Lease for the benefit of Successor and shall not disturb the possession of Successor so long as no Lessee Default exists beyond any applicable notice and cure period. Successor shall attorn to Lessor and recognize all of the rights of Lessor under the Lease, and the Lease shall continue in full force as a direct lease between Lessor and Successor, and the respective executory rights and obligations of Lessor and Successor, to the extent of the then-remaining balance of the term of the Lease, shall be and are the same as set forth therein. This recognition, non-disturbance and attornment shall be effective and self-operative, without the execution of any further instrument on the part of any of the parties hereto, immediately upon Successor succeeding to Lessee's Leasehold Interest.

4. **Amendments to Lease**. Without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, Lessor shall not (a) enter into any agreement amending, modifying or terminating the Lease or (b) request a waiver by Lessee of Lessee's rights or remedies under the Lease.

5. **Limitation on Lender's Performance and Liability**. Lessor acknowledges that (a) Lender shall have no duty, liability or obligation whatsoever under the Lease unless and until Lender, as Successor, succeeds to Lessee's Leasehold Interest or obtains possession of the Leased Premises under the terms of the Security Documents and (b) Successor shall have no duty, liability or obligation whatsoever under the Lease unless such duty, liability or obligation accrues during the period after Successor succeeds to Lessee's Leasehold Interest or obtains possession of the Leased Premises under the terms of the Security Documents.

6. **Lessor Bankruptcy**. Upon the filing by or against the Lessor of a petition pursuant to applicable provisions of the United States Code relating to bankruptcy as now constituted or hereafter amended or under any other applicable Federal or State Bankruptcy law or other similar law (hereinafter referred to as the Bankruptcy Code), and the subsequent rejection of the Lease by Lessor, Lessee shall not, without the prior written consent of the Lender (i) elect to treat the Lease as terminated pursuant to Section 365(h)(i) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Lease the amount of any damages caused by the Lessor's rejection of the Lease. Lessee shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Lender copies of all notices, summonses, pleadings, applications and other documents received by Lessee in connection with such petition or proceeding by Lessor.

7. **Notices under Lease**. Pursuant to the terms hereof, Lessor shall give Lender, concurrently with giving any material notice to Lessee, a copy of any such notice given to Lessee by Lessor under the Lease, in the manner set forth below. No such notice given to Lessee by Lessor which is not concurrently given to Lender shall be valid or effective for any purpose with respect to Lender.

8. **Miscellaneous**.

(a) **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with .pdf copy attached and confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on **Exhibit B**, or such other address for a party as specified in a notice given in accordance with this Section.

(b) **Interpretation**. For purposes of this Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(c) **Entire Agreement**. This Agreement and the Lease contain all of the terms and conditions of the parties' agreement regarding the subject matter set forth herein. If there is any conflict between the provisions of this Agreement and those of the Lease, the provisions of this Agreement shall prevail.

(d) **Amendments and Modifications; Release**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Upon full payment of any Loan, the Lender shall promptly execute and deliver to Lessee upon request a release of this instrument in recordable form, if this Agreement has been recorded.

(e) **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not

expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(f) **Governing Law**. This Agreement shall be governed by the law of the State of Arkansas, without regard to the choice of law rules of that State.

(g) **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(i) **Counterparts and Original Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other form of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the Lessee promptly after execution.

9. **Waiver of Jury Trial**. EACH OF THE LENDER, LESSOR, TO THE EXTENT PERMITTED BY LAW, AND LESSEE SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE LENDER, LESSOR AND LESSEE AND ANY EMERGENCY STATUTE OR ANY OTHER STATUTORY REMEDY.

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

failure by Lender to perfect its security interests in the Project or the Leased Premises or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the security interests in the Project or the Leased Premises granted to the Lender, the priority and rights as between the Lender and the Lessor with respect to the Project or the Leased Premises shall be as set forth herein.

11. **Validity of Lender's Liens**. To the extent permitted by law, the Lessor shall not object to or contest, or support any other person in contesting or objecting to, in any proceeding (including any bankruptcy proceeding), the validity, extent, perfection, priority or enforceability of any security interest in the Project or the Leased Premises granted to Lender.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

LESSOR:

CITY OF JONESBORO, ARKANSAS,
an Arkansas municipality

By: _____
Harold Perrin, Mayor

ATTEST:

By: _____
Donna Jackson, City Clerk

(S E A L)

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____
Notary Public
(SEAL) My commission expires: _____

LESSEE:

RISEVER MACHINERY, LLC,
A Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss. ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that s/he was the _____ of **RISEVER MACHINERY, LLC**, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____
Notary Public
(SEAL) My commission expires: _____

LENDER:

[INSERT NAME OF LENDER],
[insert state of formation and type of entity]

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss. ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that s/he was the _____ of _____, an _____ _____, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____
Notary Public
(SEAL) My commission expires: _____

Exhibit A

Description of Leased Premises

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

[Insert Property Description]

Exhibit B

Notices

If to Lessor:	City of Jonesboro, Arkansas P.O. Box 1845 Jonesboro, Arkansas 72403 Attn: Mayor
with a copy to:	Carol M. Duncan Attorney at Law 410 W. Washington Ave Jonesboro, AR 72401
If to Lessee:	Risever Machinery, LLC 9602 C.W. Post Road Jonesboro, AR 72401 Attention: _____
with a copy to:	[insert contact information for Company Counsel]
If to Lender:	[insert contact information for Lender]
with a copy to:	[insert contact information for Lender's Counsel]

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
300 South Church Street
Jonesboro, Arkansas 72401

Dated: _____ __, 2019

Attention: Mayor

Re: Not to exceed $25,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019 (the "Bonds")

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act") for the purpose of financing a substantial industrial project consisting of acquiring, constructing, and equipping certain industrial facilities, infrastructure and improvements, for the manufacture, fabrication or processing of steel machine parts for heavy construction equipment to be located at 9602 C.W. Post Road, Jonesboro, Arkansas relating to the operations of Risever Machinery, LLC (the "Project"). The Project will be leased by the City to Risever Machinery, LLC (the "Company") pursuant to a Lease Agreement (the "Lease Agreement") for a period of [25] years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, fabrication or processing of steel machine parts for heavy construction equipment. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

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

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

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

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

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

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

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

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid

under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

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

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

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

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

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

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

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

Very truly yours,

RISEVER MACHINERY, LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor

ATTEST:

_____
Donna Jackson, City Clerk

TRUST INDENTURE

between

CITY OF JONESBORO, ARKANSAS

as Issuer

and

REGIONS BANK

as Trustee

for

$25,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Risever Machinery Project)
Series 2019

Dated: _____, 2019

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

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TRUST INDENTURE

THIS TRUST INDENTURE (the "**Indenture**") executed as of the __ day of _____, 2019, by and between the **CITY OF JONESBORO, ARKANSAS**, a city of the first class and a political subdivision of the State of Arkansas (the "**Issuer**"), duly existing under the laws of the State of Arkansas, as party of the first part, and **REGIONS BANK**, an Alabama banking corporation with a corporate trust office in Little Rock, Arkansas (the "**Trustee**"), as party of the second part;

RECITALS:

A. The Issuer is authorized by Title 14, Chapter 164, Subchapter 2 of the Arkansas Code Annotated (the "**Act**") to issue the bonds herein authorized for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act; and

B. Pursuant to and in accordance with the Act, the Issuer proposes to issue its industrial development revenue bonds under the Act and to loan the proceeds thereof to Risever Machinery, LLC, a Delaware limited liability company (the "**Company**" or the "**Borrower**"), for the purposes of financing the costs of acquiring, constructing, and equipping certain industrial facilities located within the corporate boundaries of the City of Jonesboro, Arkansas, such loan to be upon the terms and conditions set forth in the Lease Agreement dated as of _____ __, 2019, by and between the Issuer and the Company (the "**Lease Agreement**"); and

C. A portion of the permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer issuing its Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019 under the provisions of the Act in a principal amount not to exceed Twenty-five Million and No/100 Dollars ($25,000,000.00) (the "**Bonds**"); and

D. The Bonds are to be sold and issued in the principal amount, dated, bearing interest, maturing and subject to redemption as hereinafter in this Indenture set forth in detail; and

E. The execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by Ordinance _____ of the City Council of the Issuer, adopted and approved on the __ day _____, 2019; and

F. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of revenues to the payment of the principal of and interest on the Bonds, in accordance with the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS INDENTURE

W I T N E S S E T H:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the Trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and the sum of One Dollar ($1.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

I.

All rights of the Issuer under the terms of the Lease Agreement between the Issuer and the Borrower (except the rights of the Issuer to indemnification and the payment of certain fees) and all Revenues (as herein defined) and the proceeds thereof;

II.

All the rights and interest of the Issuer in and to the Bond Fund and the Loan Fund (as hereinafter defined) and all moneys and investments therein, but subject to the provisions of this Indenture pertaining thereto, including the making of disbursements therefrom.

III.

Any other property hereinafter pledged to or coming into the possession of the Trustee.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all owners of the Bonds issued under and secured by this Indenture with the privileges, priority or distinction as to lien of the Bonds as provided in the Bond form for the Bonds; provided, however, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due thereon, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby assigned and pledged and the income, revenues and receipts and other sums of money payable or receivable under the Lease Agreement, hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreement, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant, with the Trustee and the respective holders from time to time of the Bonds, as follows:

ARTICLE I.
DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

"**Act**" - Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, as amended, which authorizes the issuance of bonds by the Issuer for the purposes provided in this Indenture.

"**Advance**" – The advancement from time to time of the proceeds of the Bonds to the Borrower pursuant to requisitions submitted in accordance with Section 6.03 hereof.

"**Agreement**" or "**Lease Agreement**" -- The Lease Agreement dated as of _____ __, 2019, by and between the Issuer and the Company providing for a loan to the Company for payment of a portion of the Project costs.

"**Bond Fund**" -- The fund of the Issuer created by Section 5.01 of the Indenture into which the funds specified in Article V are to be deposited and out of which disbursements are to be made as expressly authorized and directed by this Indenture.

"**Bonds**" or "**bonds**" – City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019 issued under and secured by the Indenture, in the principal amount of not to exceed $25,000,000.

"**Borrower**" - Risever Machinery, LLC, a Delaware limited liability company.

"**Borrower Representative**" – The person or persons at the time designated to act on behalf of the Borrower as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person signed on behalf of the Borrower by its appropriate officer or officers.

"**City Clerk**" - The person holding the office and performing the duties of City Clerk of the Issuer.

"**Closing Date**" -- The date on which the Bonds are issued and delivered to Purchaser.

"**Code**" - The Internal Revenue Code of 1986, as amended, of the United States of America.

"**Completion Date**" – The date of completion of the acquisition, construction and equipping of the Project as that date shall be determined by the Borrower and certified in writing to the Trustee.

"**Costs of Issuance Fund**" -- The Costs of Issuance Fund created pursuant to Section 5.01 of this Indenture.

"**Delivery Instructions**" -- The written request and authorization given by the Issuer on the Closing Date directing the use and deposit of the proceeds of the Bonds or other funds deposited with the Trustee by the Borrower.

"**Government Securities**" – Direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"**Home Office Payment Agreement**" – The Home Office Payment Agreement among the Issuer, the Borrower, the Trustee, the Purchaser and any Bondholder evidencing the intent of the parties with respect to payment obligations under this Indenture, the Bond Purchase Agreement, and the Lease Agreement.

"**Indenture**" - This Trust Indenture with all indentures supplemental hereto.

"**Issuance Costs**" -- All costs and expenses of issuance of the Bonds, including, but not limited to: (i) counsel fees, including bond counsel and Issuer's counsel, as well as any other specialized counsel fees; (ii) trustee fees and trustee counsel fees; (iii) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (vi) accountant fees; (vii) printing costs of the Bonds; (viii) publication costs associated with the financing proceedings; and (ix) recording fees.

"**Issuer**" – City of Jonesboro, Arkansas, a city of the first class and a political subdivision of the State of Arkansas.

"**Loan**" - The loan from the Issuer to the Company evidenced and governed by the Lease Agreement.

"**Loan Fund**" - The fund created by Section 5.08 into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 is to be deposited and out of which disbursements are to be made in the manner and for the purposes specified in Article VI of the Indenture.

"**Mayor**" - The Mayor of the Issuer.

"**Outstanding hereunder**" - "**Bonds outstanding hereunder**" - All Bonds which have been authenticated and delivered under the Indenture, except:

(a) Bonds canceled because of payment or redemption prior to maturity;

(b) Bonds, for the payment or redemption of which, cash or investment securities in the amount required by Section 8.01 of the Indenture shall have been theretofore deposited

with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or satisfactory provision shall have been made therefor, or a waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.08.

"**Owner**" or "**Bondowner**" or "**owner of the bonds**" or "**Bondholder**"- The registered owner of any bond.

"**Paying Agent**" - The bank or trust company named by the Issuer as the place at which the principal of and interest on the Bonds is payable. The original Paying Agent is the Trustee. References to Paying Agent include any alternate Paying Agent.

"**Person**" - Includes natural persons, firms, associations, corporations, other legal entities and public bodies.

"**Pledged Property**" - The properties, interests and rights set forth in the granting clauses of this Indenture.

"**Project**" - The improvements, infrastructure, equipment and facilities being financed out of the proceeds of the Bonds, together with other expenses in connection therewith, including architectural and engineering fees, and the costs of the issuance of the Bonds.

"**Purchaser**"–[Affiliate of Borrower], a [state][entity]. The Purchaser is the original purchaser of the Bonds.

"**Record Date**" - The fifteenth calendar day of the month preceding the month in which the interest payment date occurs.

"**Revenues**" - The income, including penalties and interest, derived by the Issuer under the Lease Agreement.

"**State**" - The State of Arkansas.

"**Temporary Bonds**" - Bonds issued pursuant to Section 2.13 of the Indenture if definitive bonds are not available upon the initial delivery of the Bonds to the Purchaser.

"**Trust Estate**" - Property herein conveyed, also called the Pledged Property.

"**Trustee**" - The Trustee for the time being, whether original or successor, with the original Trustee being Regions Bank, an Alabama banking corporation organized and operating under the laws of Alabama and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created, and having a corporate trust office located in Little Rock, Arkansas. The Trustee is also a Paying Agent and Registrar.

"**Written Request**" - With reference to Issuer, a request in writing signed by the Mayor and City Clerk, and, with reference to the Borrower, a request in writing signed by a Borrower Representative.

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

ARTICLE II.
THE BONDS

Section 2.01. Authorization. In accordance with and subject to the terms, conditions and limitations established in this Indenture, industrial development revenue bonds are hereby authorized in the aggregate principal amount of $25,000,000. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

Section 2.02. Details of Bonds. The Bonds shall be designated "City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019," in the principal amount of not to exceed $25,000,000. The Bonds will be dated _____ __, 2019, and interest thereon shall be payable as set forth in the forms of Bond attached hereto as Exhibit A and Exhibit B. The Bonds shall be registered bonds, without coupons, in denominations of $100,000 each or any integral multiple of $5,000 in excess of $100,000 and the principal amount shall be payable, unless sooner redeemed in the manner provided in this Indenture, as set forth in the form of Bond heretofore set forth in this Indenture.

The Bonds shall be initially issued in the form of one fully registered bond in the principal amount of not to exceed $25,000,000, and may not be submitted in exchange for more than one fully registered bond until the Completion Date, at which time the Bond initially issued may, but shall not be required to, be submitted to the Trustee pursuant to the provisions of Section 2.09 hereof in exchange for more than one fully registered bond. The proceeds of the Bonds shall be advanced from time to time upon the submission of draw requests or requisitions by the Borrower, to the Trustee pursuant to the provisions of Section 6.03 hereof and Article II of the Lease Agreement. Upon receipt of each requisition by the Trustee, the Trustee shall notify, either telephonically or by e-mail, the Bondholder of the principal amount of the Bonds which the Bondholder must purchase, which shall be the amount set forth in such draw request or requisition. Promptly upon receipt of such notice, the Bondholder shall pay to the Trustee the principal amount requisitioned by the Borrower, and the Trustee shall make a notation of such principal amount purchased on the Record of Advances and Principal Payments attached to the Bond. The amount shown on the Record of Advances and Principal Payments attached to the Bond shall be deemed to be conclusive evidence of the principal amount of the Bonds purchased by the Bondholder, absent manifest error. The principal amount of the Bonds so purchased shall be submitted by the Purchaser to the Trustee, and such amount shall be deposited by the Trustee into the Loan Fund. Any portion of the Bonds not sold to the Bondholder and any portion of the corresponding proceeds not delivered to the Borrower by the Completion Date shall not be issued or delivered thereafter. Notwithstanding anything herein

to the contrary, until the Completion Date, upon the request of the Bondholder, the Trustee may maintain custody of the Bond as agent of the Bondholder.

The Bonds issued shall bear interest from its date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Bonds issued on the Completion Date and prior to the next Interest Payment Date shall bear interest from the Completion Date, and the Bonds issued thereafter shall bear interest from the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, unless such date of authentication and delivery shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication and delivery or unless such date of authentication and delivery shall be during the period from the Record Date to the next Interest Payment Date, in which case they shall bear interest from such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on any Bonds surrendered for transfer or exchange shall be in default, the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered. Interest shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable.

Section 2.03. Maturity. The Bonds shall mature on _____ __, 20__ and bear interest payable annually on each _____ __ (each an "**Interest Payment Date**"), commencing _____ __, 2020 and continuing through _____ __, 20__ with the final principal payment due on maturity, _____ __, 20__, at the rate per annum of _____ percent (____%).

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor (by his original or facsimile signature) and the City Clerk (by her original or facsimile signature) thereof and shall have impressed thereon the seal of the Issuer. The Mayor and the City Clerk shall file the certificates required by the Uniform Facsimile Signature Public Officials Act (Arkansas Code of 1987 Annotated, Title 21, Chapter 10) and otherwise comply with the provisions of that Act, and the Mayor and the City Clerk's facsimile signatures shall have the same force and effect as if they had personally signed. The Bonds, together with interest thereon, shall be payable from the Bond Fund, as hereinafter set forth, and shall be a valid claim of the owners thereof only against such fund and the revenues pledged to such fund, which revenues are hereby pledged and mortgaged for the payment of the Bonds and shall be used for no other purpose than to pay the principal of and interest on the Bonds, and the Trustee's, the Paying Agent's and Bond Registrar's fees, except as may be otherwise expressly authorized in this Indenture. In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form included in the bond forms attached hereto as Exhibit A and Exhibit B duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee, and such Certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's Certificate of Authentication on any Bond shall be

deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Bond. The Bond originally issued and delivered shall be substantially in the form set forth in Exhibit A attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Indenture. The Bonds exchanged for the originally issued Bonds and delivered on and after the Completion Date shall be substantially in the form set forth in Exhibit B attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and, with the direction of the Purchaser, either deliver them to the Purchaser or maintain custody of the Bond as agent of the Purchaser upon payment of the initial Advance, and the Trustee shall be entitled to rely upon any certificate, ordinance or resolution as to the purchase price and the Purchaser. Prior to the Trustee's delivery of the Bonds to the Purchaser, the Trustee shall make appropriate notation on Schedule A attached to the Bond certificate of the amount and date of the initial draw thereunder and such amount shall be deemed to be conclusive evidence of the principal amount purchased by the Purchaser, absent manifest error.

Section 2.08. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, number, maturity and tenor in exchange and substitution for any such mutilated, destroyed or lost Bond, upon the owners paying the reasonable expenses and charges of the Issuer and the Trustee in connection therewith, and, in case of a Bond destroyed or lost, his filing with the Trustee of evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof and furnishing the Issuer and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the Issuer may pay the same without the surrender thereof.

Section 2.09. Registration and Transfer of Bonds. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee as Bond Registrar. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his, her or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. The principal of any Bond shall be payable only to or upon the order of the registered owner or his legal representative. Interest shall be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his, her or its legal representative, and neither the Issuer, the Trustee, nor the Bond Registrar shall be affected by any

such notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

On and after the Completion Date, Bonds may be exchanged, and upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, will be exchanged, at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Section 2.10. Payment on Saturday, Sunday or Holiday. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State of Arkansas a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday or Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period from and after the date of maturity or date fixed for redemption.

Section 2.11. Interest Commencement Date. The Bonds initially issued shall bear interest from their date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Otherwise, each Bond, upon subsequent transfer, shall be dated as of the Interest Payment Date to which interest has been paid. Payment of each installment of interest shall be made to the person in whose name the Bond is registered on the registration books of the Trustee as Bond Registrar at the close of business on the fifteenth calendar day of the month (whether or not a business day) next preceding each Interest Payment Date, irrespective of any transfer or change of any such Bond subsequent to such date. On or before each Interest Payment Date, the Borrower or the Bondholder shall provide notice to the Trustee by e-mail, in writing or in such other form as is acceptable to Trustee, evidencing the amount of principal outstanding and the interest that has accrued and is payable as of such Interest Payment Date (the "Interest Notice"). Upon delivery of the Interest Notice, Borrower shall remit the amount of interest payable to the Trustee for deposit in the Bond Fund, and the Trustee shall transmit interest due and payable to the Bondholder. Provided, however, that so long as a Home Office Payment Agreement (as defined in Section 2.16 hereof) is in effect, Trustee may presume that interest payments have been made directly to the Bondholder by the Borrower, and no further action shall be required of the Trustee after its receipt of the Interest Notice.

Section 2.12. Cancellation. To the extent held by the Trustee, all Bonds which are paid, either at maturity or by redemption prior to maturity, shall be canceled and, at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and

forward to the Issuer, upon request, an appropriate certificate describing the Bonds involved and the manner of disposition.

Section 2.13. Temporary Bonds. The Issuer shall have the right to execute and deliver Temporary Bonds reflecting the indebtedness secured hereby, which Temporary Bonds, if issued and delivered, shall be entitled to the same security, rights and protection provided under this Indenture for Bonds in definitive form. Temporary Bonds of the Issuer, if executed, authenticated and delivered shall be replaced by Bonds in definitive form by the Trustee when the Temporary Bonds are returned to the Trustee for exchange. To the extent held by the Trustee, all Temporary Bonds, when returned to the Trustee and when exchanged for Bonds in definitive form shall then be canceled and at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of and/or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate reflecting the Temporary Bonds involved and the manner of disposition.

Section 2.14. Additional Bonds. No additional bonds shall be issued under this Indenture.

Section 2.15. Conversion of Bonds upon Completion Date. Upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, the Trustee shall give notice thereof to the registered owner of the Bonds. Such notice shall be given by mail or by other acceptable method, including facsimile or e-mail, and shall state that such registered owner must deliver his, her or its Bond to the Trustee for conversion. The Trustee shall cancel the Bond so delivered and issue a form of Bond in lieu thereof pursuant to the provisions hereof.

Section 2.16. Home Office Payment Agreement. Notwithstanding any provision of this Indenture or of any Bond to the contrary, the Trustee may enter into or accept the terms of a home office payment agreement with the Issuer, the Borrower and the owner of any Bond providing for the making to such owner of all payments of principal (whether at maturity or redemption) and interest on such Bond or any part thereof at a place and in a manner other than as provided in this Indenture and in the Bonds without presentation or surrender of such Bonds, upon such conditions as shall be satisfactory to the Trustee. The Trustee agrees to make payments of principal, and interest on the Bonds in accordance with the provisions thereof. Upon the transfer of any Bond being paid in accordance with the provisions of a home office payment agreement permitted by this Section, the Trustee, if the Trustee is the custodian of the Bond for the Bondholder, or the transferor, prior to the delivery of such Bond to the transferee, shall make a notation on such Bond of the date to which interest has been paid thereon and the amount of any prepayments or redemptions made on account of the principal thereof. Contemporaneous with the delivery of the Bonds and this Indenture, the appropriate parties will enter into the Home Office Payment Agreement. The Trustee may conclusively rely on the Issuer's, the Borrower's and the Bondholder's intent to comply with and make all payments pursuant to the Lease Agreement, this Trust Indenture and the Bonds in conformity and compliance with the Home Office Payment Agreement until notified in writing that the Home Office Payment Agreement has been terminated. The Borrower and Bondholder may terminate the Home Office Payment Agreement at any time in their sole and absolute discretion, and the Home Office Payment Agreement may not be terminated without the written consent of both Borrower and Bondholder.

ARTICLE III.
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption. The Bonds shall be callable for redemption prior to maturity in accordance with the provisions pertaining thereto appearing in the form of Bond heretofore set forth in this Indenture.

Section 3.02. Notice of Redemption. Notice of the call for redemption shall be by first class mail or by other acceptable standard, including facsimile or e-mail, to the owner or owners of the Bonds not less than thirty (30) days prior to the date fixed for redemption, or such shorter period of time as is acceptable to the owner or owners of the Bonds and the Trustee. Published notice of the call for redemption need not be given. Each notice shall specify the numbers and the maturities of the Bonds being called, and the date on which they shall be presented for payment.

Failure to give notice to the Owner of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall cease to accrue after the date fixed for redemption until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.08 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.04. Cancellation. All Bonds which have been redeemed shall be canceled by the Trustee pursuant to Section 2.12.

ARTICLE IV.
GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest (except interest, if any, paid from accrued interest) are payable solely from the Revenues, which Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer (except the securing of the indebtedness evidenced by the Bonds by the provisions of the Lease Agreement). Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the Issuer makes any covenants involving financial commitments, including, without limitation, those in the various sections of this Article IV, it pledges no funds or revenues other than the Revenues and the right, title and interest of the Issuer in the Lease Agreement (except for the obligations of the Borrower to pay Issuer's expenses and to indemnify the Issuer) and the revenues derived from the avails of the Pledged Property, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues.

Section 4.02. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all ordinances pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge and covenants in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 4.03. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indenture or Indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming to the Trustee the Trust Estate.

Section 4.04. Payment of Taxes, Charges, etc. The Issuer covenants that it will promptly cause to be paid all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the Trust Estate, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the Issuer to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings.

Section 4.05. Obligation to Maintain and Repair. The Issuer covenants that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly and so that the Project shall be fully maintained, to the extent permitted by available funds. It is understood that the Issuer has made provisions in the Lease Agreement for such maintenance, pursuant to the terms of which the Borrower is obligated to maintain the Project as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect the Issuer shall be deemed to be in compliance with its obligations under this Section 4.05.

Section 4.06. Recordation of Trust Indenture. The Issuer covenants that it will cause this Indenture, and all instruments supplemental thereto, to be kept, recorded and filed in such manner and in such places (if any) as may be required by law in order fully to preserve and protect the security of the bondowners and the rights of the Trustee hereunder. If any such filing is required to be made by the Issuer, the Issuer shall provide the Trustee with file-marked copies thereof.

Section 4.07. Rights under Lease Agreement. The Lease Agreement, duly executed counterparts of which have been filed with the Trustee, sets forth covenants and obligations of the Issuer and the Borrower. Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Lease Agreement, for and on behalf of the bondholder, whether or not the Issuer is in default hereunder.

Section 4.08. List of Bondowners. If the Trustee is directed in writing by the Issuer to so provide, the list of the names and addresses of the registered owners of the Bonds may be inspected and copied by owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of Bonds outstanding hereunder, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.09. Lien of Trust Indenture; Enforcement of Obligations and Rights. The Issuer covenants that so long as any Bonds authorized by and issued under this Indenture are outstanding, it will not convey or otherwise dispose of its interest in the Pledged Property, and that it will not encumber the same, or any part thereof, or its interest therein, or create or permit to be created any charge or lien on the Revenues derived therefrom, except as provided in this Indenture. Nothing contained herein shall prohibit the Issuer from issuing bonds the payment for which specified revenues of a particular project is pledged as provided in the Act, it being the purpose of this covenant to limit only a subsequent pledge of the Pledged Property and Revenues as defined in this Indenture.

Section 4.10. Obligation to Insure. The Issuer covenants that at all times while any Bonds are outstanding, it will keep or cause to be kept the Project insured against the perils and to the extent set forth in the Lease Agreement. It is understood that the Issuer has made provisions in the Lease Agreement for such insurance, pursuant to the terms of which the Borrower is obligated to keep the property insured as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect, the Issuer shall be deemed to be in compliance with its obligations under this Section 4.10.

Section 4.11. RESERVED.

Section 4.12. RESERVED.

ARTICLE V.
REVENUE AND FUNDS

Section 5.01. Creation of Funds. There are hereby created and established with the Trustee as trust funds and trust accounts the following:

(a) Costs of Issuance Fund; and

(b) City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bond (Risever Machinery Project) Fund, Series 2019 (the "**Bond Fund**").

Trustee may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Indenture.

Section 5.02. Deposit of Bond Proceeds.

There shall be deposited into the Bond Fund as and when received:

(a) That portion of the proceeds of the sale of the Bonds as set forth in the Delivery Instructions;

(b) The payments and other moneys paid by the Borrower pursuant to the Lease Agreement;

(c) Amounts transferred to the Bond Fund pursuant to the provisions of Sections 3.03 and 6.04 hereof; and

(d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture which are not directed to be paid in a fund other than the Bond Fund.

Money in the Bond Fund shall be kept separate and apart from other funds or accounts and shall be pledged, appropriated, used and transferred to other funds for the purposes specified in this Article. Furthermore, the Issuer covenants and agrees that so long as any of the Bonds secured by this Indenture are outstanding, it will at all times deposit, or cause to be deposited, in the Bond Fund sufficient moneys from payments and other moneys paid by the Borrower pursuant to the Lease Agreement to promptly meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Lease Agreement for the payment of the principal of and interest on the Bonds and discharging other obligations of the Issuer under this Trust Indenture, but nothing herein shall be construed as prohibiting the Issuer from doing so.

Trustee may also hold such other documents or assets in the Bond Fund, including, but not limited to, documents held pursuant to the Option Agreement (as defined in the Lease Agreement).

Section 5.03. Use of Moneys in Bond Fund.

The Bond Fund shall be in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw from the Bond Fund sufficient funds to pay the principal of, premium, if any, and interest on the Bonds at maturity and redemption or prepayment prior to maturity, and the Trustee's and Paying Agent's fees in connection therewith, and to remit the funds to the Paying Agent for the purpose of paying the principal and interest in accordance with the provisions hereof pertaining to payment, which authorization and direction the Trustee hereby accepts.

If a surplus shall exist in the Bond Fund over and above the amount necessary (together with reasonably projected revenue receipts in the event no default has occurred) to ensure the prompt payment of the principal of, and premium if any, in connection with the Bonds as the same become due, such surplus shall be applied to investments as permitted under Article VII herein.

Subject to the provisions of the Home Office Payment Agreement, the Trustee shall cause to be transferred from the Bond Fund an amount sufficient to pay the interest on the bonds as the same become due at least one (1) day prior to the interest payment date for the Bonds and see to the deposit with the Paying Agent. It shall be the duty of the Trustee to see to the withdrawal from the Bond Fund at least one (1) day before the maturity or redemption date of any Bond issued hereunder

and then outstanding and see to the deposit with the Paying Agent, whether or not a different institution, of an amount equal to the amount due for such Bonds for the sole purpose of paying the same.

Section 5.04. Non-presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Paying Agent for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, together with all interest unpaid and due thereon, to the date of maturity thereof, for the benefit of the owner, all liability of the Issuer to the owner thereof for the payment of the principal thereof and interest thereon shall forthwith cease, terminate and be completely discharged, and thereon it shall be the duty of the Paying Agent to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bond.

Section 5.05. Costs of Issuance Fund.

(a) Trustee shall deposit into the Costs of Issuance Fund (i) that portion of the proceeds of the Bonds required to be deposited therein pursuant to this Indenture or directed to be deposited therein pursuant to the Delivery Instructions or (ii) such moneys as are delivered to the Trustee by the Borrower. Moneys deposited into the Costs of Issuance Fund pursuant to this Indenture shall be expended to pay the Issuance Costs of said Bonds: (i) upon receipt by Trustee of requisitions signed by a Borrower Representative for any Issuance Costs not set forth in the Delivery Instructions or (ii) in accordance with the directions contained in the Delivery Instructions. Any funds remaining in the Costs of Issuance Fund two (2) months after having been deposited therein shall be returned to the Borrower. At such time as there is a $0 balance in the Costs of Issuance Fund, it may be closed.

(b) The Trustee shall use moneys in the Cost of Issuance Fund to pay Issuance Costs for the Bonds or to reimburse the Issuer to the extent of payments made for such Issuance Costs previously paid. Before any payment shall be made for Issuance Costs, there shall be filed with the Trustee a Written Request of the Issuer, stating:

(i) The name of the person, firm or corporation to whom the payment is due;

(ii) The amount to be paid;

(iii) The purpose for which the Issuance Costs was incurred; and

(iv) That such person, firm or corporation has not previously been paid for such Issuance Costs.

The Delivery Instructions executed contemporaneously with this Indenture shall constitute a "Written Request" of the Issuer in compliance with this section. The Trustee shall be fully protected in disbursing amounts in accordance with properly signed requisitions and the Delivery Instructions and has no duty or obligation to confirm that any such requested disbursements constitute Issuance Costs.

Section 5.06. RESERVED.

Section 5.07. RESERVED.

Section 5.08. Loan Fund. There is hereby created with the Trustee a special fund to be designated "City of Jonesboro, Arkansas Taxable Industrial Development Loan Fund" or "Loan Fund," which fund and account shall be issued and applied as specified in Sections 6.01 through 6.04. Issuer and Trustee agree that deposits to and withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 5.09. Any Fees, Charges and Expenses of Trustee and Paying Agent. It is understood and agreed that pursuant to the provisions of the Lease Agreement, the Borrower agrees to pay the reasonable fees, expenses and charges of the Trustee and Paying Agent as authorized and provided by this Indenture. The Borrower is to make payments on statements rendered by the Trustee. All such additional payments under the Lease Agreement which are received by the Trustee shall be paid into the Bond Fund to make payment therefrom for said purposes.

Section 5.10. Moneys and Documents to be Held in Trust. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of which redemption has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Moneys received by or paid to the Trustee pursuant to any provisions of the Lease Agreement calling for the Trustee to hold, administer and disburse the same in accordance with the specific provisions of the Lease Agreement shall be held, administered and disbursed pursuant to the provisions, and where required by the provisions of the Lease Agreement, the Trustee shall set the same aside in a separate account. If the Issuer shall receive any moneys pursuant to applicable provisions of the Lease Agreement, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with the provisions of the Lease Agreement, pursuant to which the Issuer may have received the same. Furthermore, if for any reason the Lease Agreement ceases to be in force and effect while any Bonds are outstanding, and if the Issuer shall receive any moneys derived from the Pledged Property, it will forthwith upon receipt thereof pay the same over the Trustee to be held, administered and disbursed by the Trustee in accordance with provisions of the Lease Agreement that would be applicable if the Lease Agreement were then in force and effect, and if there be no such provisions which would be so applicable, then the Trustee shall hold, administer and disburse such moneys solely for the discharge of the Issuer's obligations under this Indenture. In addition, any documents or securities tendered to the Trustee to be held in trust or escrow shall be received by Trustee only upon receipt of written instructions from the Issuer or bondholder, as applicable, directing the Trustee as to the documents' or securities' custody and the mechanism for releasing any such documents and securities from escrow or Trustee's custody.

Section 5.11. RESERVED.

Section 5.12. Refunds to Borrower. Anything herein to the contrary notwithstanding, so long as an event of default has not occurred and is continuing under this Indenture or under the Lease Agreement, the Trustee is authorized to refund to the Borrower within two weeks after the principal payment date annually all excess amounts remaining in the Bond Fund after payment of all amounts due in the previous twelve months including the Trustee's and Issuer's fees. Such refund may be made as a credit on a loan payment. The foregoing notwithstanding, moneys in the Bond Fund being held pending redemption of the Bonds shall not be refunded to the Borrower.

ARTICLE VI.
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 6.01. Disbursement of Issuance Costs. When the Bonds have been executed as provided in this Indenture, they shall be delivered to the Trustee which shall authenticate them and deliver them to the Purchaser as specified in the Delivery Instructions of the Issuer. On the Closing Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with instructions as specified in the Delivery Instructions of the Issuer. Subsequent to the Closing Date and prior to the Completion Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with Written Requests received by the Trustee in a manner consistent with Section 2.02 hereof.

Section 6.02. Deposit in the Loan Fund. After making the necessary use of funds as provided in Section 6.01 above, the Trustee shall then deposit the remainder of the proceeds in the Loan Fund. Issuer and Trustee agree that deposits to the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.03. Disbursements from the Loan Fund. Moneys in the Loan Fund shall be disbursed to the Borrower as a reimbursement of or paid directly to vendors to pay Project costs which shall include costs of acquisition, costs of construction, architect's and engineer's fees, payment of interim indebtedness of the Borrower incurred for Project costs, and all other necessary expenses incidental to the completion of the Project. Such expenditures shall be paid in accordance with and pursuant to written draw requests which shall be signed by one or more duly designated representatives of the Borrower (which designation shall be in writing and filed with the Trustee). In addition to the requirements of the Lease Agreement, draw requests shall specify:

(1) The number of the request for payment;

(2) The name of the person, firm or corporation to whom payment is to be made;

(3) The amount of the payment; and

(4) That the disbursement is for a proper expense of or pertaining to the Project.

Upon receipt of each properly executed draw request and receipt of the Advance from the Purchaser, the Trustee shall issue its check upon the Loan Fund payable to the person, firm or corporation designated in the draw request. Issuer and Trustee agree that withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.04. Transfer to Bond Fund. Whenever the Issuer shall notify the Trustee in writing that any balance remaining in the Loan Fund will not be needed for completion of the Project, the remaining balance (if the balance is at least $5,000) shall be deposited into the Bond Fund and used to redeem the Bonds on the first Interest Payment Date following notification. If the balance is less than $5,000, it shall be transferred to the Bond Fund, and applied as a credit against a subsequent payment.

ARTICLE VII.
INVESTMENTS

Section 7.01. Investment of Moneys in Funds. Moneys on deposit with the Trustee shall be invested at the direction of the Borrower.

ARTICLE VIII.
DISCHARGE OF LIEN

Section 8.01. Discharge of Lien. If the Issuer shall pay or cause to be paid to the owners of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien thereof, and reconvey to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer and property at the time subject to the lien of this Indenture which may then be in its possession, including trust funds, except funds held by it for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption or otherwise), either (i) shall have been made or caused to be made in accordance with the terms of the Indenture, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities, maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payments, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bonds with respect to which such

deposit is made and all other liabilities of the Borrower under the Lease Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

The Issuer may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE IX.
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDOWNERS

Section 9.01. Events of Default. If any of the following events occur, subject to the provisions of Section 9.12 hereof, it is hereby defined as and declared to be and to constitute an "event of default";

(a) Default in the due and punctual payment of any interest on any Bond hereby secured and outstanding;

(b) Default in the due and punctual payment of the principal of, and premium, if any, on any Bond hereof secured and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of covenants, agreements or conditions on the Issuer's part to be performed in this Indenture, or in the Bonds contained, and the continuance thereof for a period of thirty (30) days after written notice to the Issuer by the Trustee or by the owners of not less than ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder; or

(d) The occurrence of an "Event of Default" under the Lease Agreement.

The term "default" shall mean default by the Issuer in the performance or observance of any of the covenants, agreement or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default an "event of default" as hereinabove provided.

Section 9.02. Acceleration. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Issuer and the Borrower declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 9.03. Trustee's Right to Enter and Take Possession. Upon the occurrence of an event of default, the Issuer, upon demand of the Trustee, shall forthwith surrender to it the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all or any part of the Pledged Property with the books, papers and accounts of the Issuer pertaining thereto and to hold, operate and manage the same, and from time to time to make

all needful repairs and improvements as the Trustee shall deem wise; and the Trustee, with or without such permission, may collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom (exclusive of any of the foregoing which may have been pledged to secure other obligations of the Issuer) and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder and any taxes, assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received by the Trustee in accordance with the provisions of Section 9.08 hereof. Whenever all that is due upon such Bonds and installments of interest under the terms of this Indenture shall have been paid and all defaults made good, the Trustee shall surrender possession to the Issuer, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the owners of the Bonds, at their addresses as set forth on the bond registration book maintained by the Trustee, a summarized statement of income and expenditures in connection therewith.

Section 9.04. Other Remedies; Rights and Obligations with Reference to Remedies. Upon the occurrence of an event of default, the Trustee may, as an alternative, proceed either after entry or without entry, to pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then outstanding hereunder or to enforce compliance with any other covenant or obligation of the Issuer, including without limitation, foreclosure and mandamus.

Upon the occurrence of an event of default, the Trustee shall, if so requested in writing by sixty-six and two-thirds percent (66-2/3%) in value of the registered owners of the Bonds, assign to the registered owners of the Bonds all its right, title and interest in the Lease Agreement in exchange for the Bonds, which assignment shall be full and complete satisfaction and discharge of all liabilities and obligations of the Issuer on the Bonds and of the Trustee under this Indenture.

If an event of default shall have occurred, and if it shall have been requested in writing so to do by the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder and shall have been indemnified as provided in Section 10.01 hereof, the Trustee shall be obligated to exercise such one or more of the rights and power conferred upon it by this Section and by Section 9.03 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondowners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the bondowners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default

or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the bondowners, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 9.05. Right of Majority of Bondowners to Take Charge. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of Bonds outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provision of law and of this Trust Indenture. Anything in this Indenture to the contrary notwithstanding, so long as a single person or entity owns 100% of the outstanding Bonds, the Trustee shall not exercise any remedies except those that the Trustee is specifically directed to take in a writing by the sole Bondholder.

Section 9.06. Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Property and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Section 9.07. Waiver by Issuer of Benefit of Laws and Rights of Appraisement and Redemption. In case of an event of default on its part, as aforesaid to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption as now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State of Arkansas.

Section 9.08. Application of Available Moneys. Issuer and Trustee agree and anticipate that amounts due and payable pursuant to this Indenture (other than the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties) shall be evidenced in a manner consistent with the Home Office Payment Agreement. Moneys remaining, if any, after payment of the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties shall be applied by the Trustee as follows:

(a) To the payment of the fees of the Trustee and the costs and expenses of suit, if any, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by any bondowner and the creation of a reasonable reserve for anticipated fees, costs and expenses.

(b) Unless the principal of all the Bonds all have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND: To the payment to persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(c) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any bond over any other Bond, ratably, according to the amounts due respectively for principal and or privilege.

(d) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (c) of this Section, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (b) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.09. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee

without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any owners of the Bond hereby secured, and any recovery of judgment shall be for the equal benefit for the owners of the outstanding Bonds in the order herein provided.

Section 9.10. Rights and Remedies of Bondowners. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 10.01, or of which by the subsection it is deemed to have notice, nor unless such default shall have become an event of default and the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01; nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver for any other remedy hereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided for the equal benefit of the owners of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any bondowners to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or to the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 9.12. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the owners of (i) 50% in aggregate principal amount of all the Bonds outstanding hereunder in respect of which default in the payment of principal and/or interest exists, or (ii) 50% in principal amount of all the Bonds outstanding hereunder in the case of any other default, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Bonds issued hereunder and outstanding at the date of maturity

specified therein or (b) any default in the payment of the interest or of Bond Fund moneys, unless prior to such waiver or rescission all arrears of interest, with interest at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of Bond Fund payments, as the case may be, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for, and in case of any such waiver or rescission or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the bondowners shall be restored to their former positions and rights thereunder respectively; but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X.
THE TRUSTEE

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the duties and obligations of the Trustee under this Indenture upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the Issuer prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured herein, or for the value of the title of the property here conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the Issuer, except as hereinafter set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreement aforesaid as to the condition of the property herein conveyed.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it

would have if not Trustee. No merger of title shall occur if at any time the Trustee owns all of the Bonds.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its Mayor and attested by its City Clerk as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which it has been notified as provided in sub-section (g) of this Section, or of which by said subsection it is deemed to have notice, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion, at the reasonable expense of the Issuer, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer under its seal to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to make or cause to be made any of the payments to the Trustee required to be made by Article IV unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid; provided, however, if there is a Home Office Payment Agreement in effect the Trustee shall only be deemed to have notice of the failure by the Issuer to make or cause to be made any of the payments required to be made under Article IV hereof if the Trustee is specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but no duty or obligation) fully to inspect all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificate, opinions, appraisals, or the information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

(m) The Trustee shall have no duty to risk, advance or expend its own funds in the performance of the duties and obligations of the Trustee hereunder.

(n) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for its reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by the Trustee of the powers and duties of the Trustee hereunder, and for all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). In this regard, it is understood that the Issuer pledges no funds or revenues other than those provided for in the Lease Agreement and the Revenues derived from and the avails of the Pledged Property to the payment of any obligation of the Issuer set forth in this Indenture, including the obligations set forth in this Section, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues for the payment of any

of its obligations under this Indenture. Upon default by the Issuer but only upon default, pursuant to the provisions of this Indenture pertaining to default, the Trustee shall have a first lien with right of payment prior to payment on account of principal or interest of a Bond issued hereunder upon the Trust Estate for the reasonable and necessary advances, fees, costs and expenses incurred by the Trustee.

Section 10.03. Notice to Bondowners of Default. If a default occurs of which the Trustee is by Section 10.01(g) deemed to have notice, is notified by the Issuer or by the owners of at least 10% in aggregate principal amount of Bonds then outstanding, then the Trustee shall give written notice by mail or by other acceptable standard, including facsimile, to each owner of Bonds then outstanding and to such other person or entity any owner directs the Trustee to notify.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of Bonds issued hereunder, the Trustee may intervene on behalf of the bondowners and shall do so if requested in writing by the owners of at least ten percent (10%) of the aggregate principal amount of Bonds outstanding hereunder, solely to the extent indemnified to the satisfaction of the Trustee from and against any losses, costs, claims, liabilities or expenses, including fees ad expenses of its attorneys and agent incurred by the Trustee related to or arising from such action by the Trustee. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 10.05. Successor Trustee. Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated or any bank or trust company resulting from any such merger or consolidation, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least $75,000,000, and provided that the Issuer approves the successor trustee.

Section 10.06. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer and the registered owners of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor trustee by the bondowners or by the Issuer. Such notice may be served personally or sent by registered mail or other acceptable standard, including facsimile.

Section 10.07. Removal of Trustee; Sale of Trust Business. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the owners of a majority in aggregate principal amount of Bonds outstanding hereunder. The Trustee may be removed by the Issuer at any time if a successor trustee has been appointed.

In the case of the sale of all or substantially all of the Trustee's trust business to another bank or trust company, the Issuer shall have the absolute right, at its sole discretion, to appoint a successor trustee pursuant to Section 10.08 hereof.

Section 10.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Issuer by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal. Every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than $75,000,000.

Section 10.09. Successor Trustee Qualifications. Every successor appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of the Issuer or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall, at the expense of the Issuer, be forthwith filed and/or recorded by the successor trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case the Issuer shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the property herein conveyed, to the extent, if any, that the Issuer may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be repaid by the Issuer upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of revenues collected from the property herein conveyed, if not otherwise caused to be paid by the Issuer, but the Trustee shall not be under obligations to make any such payment unless it shall have been requested to do so by the owners of at least ten percent (10%) of the aggregate principal amount of the Bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied

upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the payment and withdrawal of cash hereunder.

Section 10.12. Trustee Which Has Resigned or Been Removed Ceases to be Paying Agent. In the event of a change in the office of Trustee, if the Trustee is the Paying Agent, the former Trustee which has resigned or been removed shall cease to be Paying Agent.

Section 10.13. Paying Agent's Fees and Charges. There shall be paid reasonable Paying Agent's fees and charges of the Paying Agent for handling the payment of the principal of, premium (if any) and interest on the Bonds, and funds sufficient to pay the same shall be deposited with the Paying Agent prior to the dates on which payments are required to be made on principal and interest.

Section 10.14. Appointment of Co-Trustee or Separate Trustee. The Issuer and the Trustee shall have power to appoint and upon the request of the Trustee the Issuer shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, or to act as separate trustee or trustees of all or any such property, with such powers as may be provided in the instrument of appointment and to vest in such corporation or person or persons as such separate trustee or co-trustee any property, title, right or power deemed necessary or desirable. In the event that the Issuer shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed for more fully and certainly vesting in and confirming to him or to it such properties, rights powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Every such co-trustee and separate trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee or separate trustee, shall refer to this Indenture and the conditions of this Article X expressed, and upon the acceptance in writing by such separate trustee or co-trustee, it shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such separate trustee or co-trustee may at any time, by an instrument in writing, constitute the Trustee as its agent or attorney, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by it, for and on behalf of it and its name. In case any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed,

all the estates properties, rights, powers, trusts, duties and obligations of the separate trustee or co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such separate trustee or co-trustee.

Section 10.15. Borrower and Bondholder Rights. Notwithstanding any provision hereof to the contrary, Borrower and Bondholder may hire a successor Trustee to replace any existing Trustee. Further, upon the written direction of the Borrower and the owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding and evidence that written notice of such direction has been provided to the Issuer, the Trustee may conclusively rely on such written notice and may take such action as is thereby directed; provided, however, that such action is not in the reasonable judgment of the Trustee to the prejudice of the Trustee.

ARTICLE XI.
SUPPLEMENTAL INDENTURES AND AMENDMENTS TO THE LEASE AGREEMENT

Section 11.01. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may, from time to time, without the consent of or notice to the bondholders, and upon the written direction of the Borrower, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall hereafter form a part hereof) (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture; or (b) to grant to or confer or impose upon the Trustee for the benefit of the bondowners any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred, or imposed; (c) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect; (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Revenues of the Issuer from the Lease Agreement or of any other moneys, securities or funds; (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended; or(f) to modify, alter, amend or supplement this Indenture in any other respect which, in the opinion of bond counsel, is not materially adverse to the bondholders and which does not involve a change described in clause (a), (b), (c), (d) or (e) of Section 11.02 hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Bondowners. Subject to the terms and provisions contained in this Section, and not otherwise, with the written consent of the Borrower, the owners of one hundred percent (100%) of the principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bondholder for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or redemption premium or the rate of interest thereon, or (c) the creation of any lien ranking prior to or on a parity with the lien of this

Indenture on the Trust Estate, except as expressly permitted herein, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval of bondowners of the execution of any supplemental indenture as provided in Section 11.01 of this Article.

If at any time the Bondholder or the Borrower shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Borrower cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail or sent by other acceptable standard, including facsimile or e-mail, to each owner at his, her or its address on the Bond registration book maintained by the Trustee. Such notice shall be prepared by the Issuer, Bondholder or Borrower and shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by bondowners. The Trustee shall not, however, be subject to any liability to any bondowner by reason of its failure to disseminate such notice, and any such failure shall not affect the validity of such supplemental indenture consented to and approved as provided in this Section. Upon the execution of any such supplemental indenture, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.03. Amendments to the Lease Agreement. Upon the written request of the Borrower, with written notice to the Issuer in conformity with the Lease Agreement, the Trustee may from time to time, and at any time, consent to any amendment, change or modification of the Lease Agreement for the purpose of curing any ambiguity or formal defect or omission or making any other change therein, which in the reasonable judgment of the Trustee, in reliance on an opinion of bond counsel, is not to the prejudice of the Trustee or the holders of the Bonds. The Trustee shall not consent to any other amendment, change or modification of the Lease Agreement without the approval or consent of owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding.

Section 11.04. Procedure for Amendments. If at any time the Issuer or Borrower shall request the Trustee's consent to a proposed amendment, change or modification requiring bondholder approval under Section 11.03 hereof, the Trustee, shall, at the expense of the requesting party, cause notice of such proposed amendment, change or modification to be sent in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file in the principal office of the Trustee for inspection by any interested bondholder. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to by the Trustee in the manner hereinabove provided.

ARTICLE XII.
MISCELLANEOUS

Section 12.01. Consents, etc., of Bondowners. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the bondowners may be in any

number of concurrent writings of similar tenor and may be signed or executed by such bondowners in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive if in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by any affidavit of any witness to such execution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person other than the parties hereto, and the owners of the Bonds secured by this Indenture, any legal or equitable rights, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the owners of the Bonds secured as herein provided.

Section 12.03. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notice. Notices as required in this Indenture shall be considered delivered when posted in United States mail, postage prepaid and addressed as set forth below (or at such other address as may have been provided by the party to all other parties hereto by proper notice):

If intended for the Issuer:	CITY OF JONESBORO, ARKANSAS 101 West Main Street Jonesboro, Arkansas 72734 Attention: Mayor
With a copy to:	JOEL KURTZ City Attorney 100 West Main Street Jonesboro, Arkansas 72734 E-mail: joel@williamslawfirm.net

If intended for the Trustee:	REGIONS BANK 400 West Capitol Ave., 7th Floor Little Rock, Arkansas 72201 Attn: Corporate Trust Department
If intended for Company:	RISEVER MACHINERY, LLC 9602 C.W. Post Road Jonesboro, Arkansas 72401 Attention: _____
If intended for the Bondholder:	_____ _____ _____ Attention: _____
With a copy to:	Such other persons and entities as the Bondholder may identify in writing.

Section 12.05. Arkansas Substantive Law Governs. This Indenture shall be considered to have been executed in the State and it is the intention of the parties that the substantive law of the State governs as to all questions of interpretation, validity and effect.

Section 12.06. Uniform Commercial Code. This Indenture is also a security agreement under the Uniform Commercial Code of the State. The Issuer shall file one or more financing statements and renewals thereof with respect to the security interest granted by this Indenture and file such statements or renewals thereof in the appropriate public office.

Section 12.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Limitation on Liability. Notwithstanding any other provision of this Indenture to the contrary:

(a) the obligations of the Issuer with respect to the Bonds are not general obligations of the Issuer but are special, limited obligations of the Issuer payable by the Issuer solely from the security for the Bonds;

(b) nothing contained in the Bonds or in this Indenture shall be considered as assigning or pledging any funds or assets of the Issuer other than the Trust Estate;

(c) except with respect to their status as special, limited obligations of the Issuer, payable by the Issuer solely from the security for the Bonds, the Bonds shall not be a debt of the State or of any other political subdivision of the State, and neither the State nor any other political subdivision of the State shall be liable for the payment of the Bonds;

(d) neither the faith and credit of the Issuer, the State nor any other political subdivision of the State are pledged to the payment of the principal or of interest on the Bonds;

(e) neither the revenues nor the property of the Issuer, the State or any other political subdivision of the State are pledged to the payment of the principal or of interest on or as security for the Bonds except as specifically set forth in this Indenture;

(f) no failure of the Issuer to comply with any term, condition, covenant or agreement in this Indenture or in any document executed by the Issuer in connection with the Pledged Property, or the issuance, sale and delivery of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other charge except to the extent that the same can be paid or recovered from the Trust Estate; and

(g) the Issuer shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes of this Indenture, any of the other bond documents or any of the loan documents, whether for the payment of the principal or redemption price of, or interest on, the Bonds, the payment of any fees or administrative expenses or otherwise.

Section 12.09. No Personal Liability; No Recourse. No recourse under or upon any obligation, covenant, warranty or agreement contained in this Indenture or in any Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against the members of the Issuer's City Council or any of the members, officers, agents or employees of the Issuer, as such, past, present or future of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver of the Issuer, or for or to the owner of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of the members of the Issuer's City Council or of any such member, officer, agent or employee, as such, by reason of any act or omission on his or her part or otherwise, for the payment for or to the owner of any Bond or otherwise of any sum that may remain due and unpaid upon the Bonds secured by this Indenture of any of them is, by the acceptance of such Bond, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds. Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee or any Bondholder as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee (with respect to record keeping only, and not with respect to any legal services) or by the Bondholders and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action. No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds or for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance,

purchase or ownership of the Bonds shall be had against the members of the Issuer's board of directors or any officer, member, agent or employee of the Issuer, as such, all such liability being expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds. No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the members of the Issuer's board of directors in other than that person's official capacity. No member, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor, and, to further evidence its acceptance of the trust hereby created, Issuer has caused these presents to be signed in its name and behalf by its duly appointed officers all as of the day and year first above written.

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor

ATTEST:

By: _____
Donna Jackson, City Clerk

(S E A L)

REGIONS BANK, as Trustee

By: _____
Shelli Jordan, Vice President

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

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

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named **SHELLI JORDAN**, Vice President of **REGIONS BANK**, a banking corporation organized under the laws of the State of Alabama, to me personally known, who stated that she was duly authorized in her capacity to execute the foregoing instrument for and in the name of the Bank and further stated and acknowledged that she had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

Exhibit A

Form of Initial Bond

R-1 **$25,000,000**

UNITED STATES OF AMERICA
STATE OF ARKANSAS
$25,000,000
CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(RISEVER MACHINERY PROJECT)
SERIES 2019

INTEREST RATE	MATURITY DATE:	ISSUE DATE
_____%	_____ __, 20__	_____ __, 2019

REGISTERED OWNER: **[AFFILIATE OF COMPANY]**

PRINCIPAL AMOUNT: **TWENTY-FIVE MILLION AND NO/100 DOLLARS (OR THE TOTAL AMOUNT OUTSTANDING AS REFLECTED BY THE RECORD OF ADVANCES AND PRINCIPAL PAYMENTS ATTACHED HERETO)**

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Jonesboro, Arkansas, a city of the first class and a political subdivision under the laws of the State of Arkansas (the "**Issuer**") for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ __ of each year, beginning on _____ __, 2020 with the final principal and interest payment due on the maturity date, _____ __, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer's obligation with respect to payment of such Principal Amount shall be discharged; provided that, the date of each Advance hereunder shall be the interest commencement date from which the principal amount of such Advance bears interest. Payment of interest shall be by check or draft of Regions Bank, as Trustee and Paying Agent (the "**Trustee**"), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in Little Rock, Arkansas, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of not to exceed Twenty-five Million and No/100 Dollars ($25,000,000.00) (the "**Bonds**") which are issued

for the purpose of providing funds for the making of loans to Risever Machinery, LLC (the "**Borrower**") to finance certain industrial enterprise within the State of Arkansas (the "**Project**"). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the "**Indenture**"), dated as of _____ __, 2019, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond Fund" (the "**Bond Fund**"). Certain Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds. The Bonds do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in $5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the

Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the ___ day of _____, 2019.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

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

REGIONS BANK, as Trustee

By: _____
Authorized Signatory

Dated: _____, 2019

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Social Security or Federal Taxpayer Identification Number)

_____

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____ _____

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Advances and Principal Payments

DATE OF ADVANCE* OR PAYMENT	AMOUNT OF ADVANCE	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

* The date of each Advance shall be the interest commencement date from which the principal amount of each Advance bears interest.

[END OF FORM]

Exhibit B

Form of Bond After Completion Date

R-__ **$_____**

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(RISEVER MACHINERY PROJECT)
SERIES 2019

INTEREST RATE	MATURITY DATE:	ISSUE DATE
____%	_____ __, 20__	_____ __, 20__

REGISTERED OWNER: **[AFFILIATE OF COMPANY]**

PRINCIPAL AMOUNT: **_____ MILLION AND 00/100 DOLLARS**

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Jonesboro, Arkansas, a city of the first class and a political subdivision under the laws of the State of Arkansas (the "Issuer") for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on asaid Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ __ of each year, beginning on _____ __, 2020 with the final principal and interest payment due on the maturity date, _____ __, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer's obligation with respect to payment of such Principal Amount shall be discharged. Payment of interest shall be by check or draft of Regions Bank, as Trustee and Paying Agent (the "Trustee"), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in Little Rock, Arkansas, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of $_____ (the "Bonds") which are issued for the purpose of providing funds for the making of loans to Risever Machinery, LLC (the "Borrower") to finance certain industrial enterprise within the State of Arkansas (the "Project"). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the "Indenture"), dated as of _____ __,

2019, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond Fund" (the "Bond Fund"). Certain Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds. The Bonds do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the

manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in $5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be

protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the _____ day of _____, 20__.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

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

REGIONS BANK, as Trustee

By: _____
Authorized Signatory

Dated: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Social Security or Federal Taxpayer Identification Number)

_____

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____ _____

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Principal Payments

DATE OF PAYMENT	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

[END OF FORM]

CITY OF JONESBORO, ARKANSAS

Issuer

and

[Affiliate of Company]

Purchaser

BOND PURCHASE AGREEMENT

Dated _____ __, 2019

Not to Exceed
$25,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Risever Machinery Project)
Series 2019

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

BOND PURCHASE AGREEMENT

Not to Exceed
$25,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Risever Machinery Project)
Series 2019

_____ __, 2019

[Affiliate of Risever]
9602 C.W. Post Road
Jonesboro, Arkansas 72401

Ladies and Gentlemen:

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

SECTION 1.
PURCHASE AND SALE OF BONDS

1.1. Issuance of Bonds. The Issuer has authorized the issuance of its Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019 in a principal amount not to exceed Twenty-five Million and No/100 Dollars ($25,000,000.00) (the "**Bonds**"), pursuant to and in accordance with Amendment 65 to the Constitution of the State of Arkansas ("**Amendment 65**"), Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, codified as Ark. Code Ann. Sections 14-164-201 *et seq.* as amended ("**Act 9**"), and Ordinance _____ of the Issuer (the "**Ordinance**"), duly adopted by its City Council on _____ __, 2019, such Bonds to be dated, to bear interest and to be payable as set forth in, and to be issued pursuant to the terms of a Trust Indenture (the "**Indenture**") dated as of _____ __, 2019, by and between the Issuer and Regions Bank, as trustee (the "**Trustee**"). The Bonds shall be issued as a single typewritten drawdown bond with a stated maximum principal of $25,000,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn by Risever (as defined below) as reflected on the Schedule of Draws and Redemptions attached to the Bonds. The Bonds shall bear interest on the principal amount drawn by Risever Machinery, LLC ("**Risever**" or the "**Company**"), at the rate of ____% per annum, payable annually on _____ __, commencing on _____ __, 2020. The Bonds will mature on _____ __, 20__. The proceeds from the sale of the Bonds shall be applied to acquire, construct and equip certain industrial facilities (the "**Project**") within the corporate boundaries of the Issuer (or to reimburse Risever for said costs). The Issuer shall lease the Project to Risever, pursuant to the terms of a Lease Agreement dated as of _____ __, 2019 (the "**Lease Agreement**"). The Bonds will be secured by (i) the assignment by the Issuer to the Trustee for the benefit of the

owner(s) of the bonds of the rights of the Issuer under the Lease Agreement, and (ii) such other funds and accounts as are described in the Indenture.

1.2. Closing. The Issuer hereby agrees to sell the Bonds to [Affiliate of Risever] (the "**Bondholder**") and, subject to the terms and conditions herein set forth, you hereby agree to purchase from the Issuer, from time to time, all or any portion of the Bonds at 100% of the principal amount drawn by Risever pursuant to a Draw Certificate as provided in the Indenture. The closing of the purchase of the Bonds shall be at 10:00 A.M. local time, on _____ __, 2019 (the "**Closing Date**"), at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 100 East Huntington, Suite C, Jonesboro, Arkansas 72401, or at such other time and place as shall be subsequently agreed upon by the parties. At the closing and upon each subsequent draw, Risever will deliver a duly executed Draw Certificate to the Trustee, Bondholder will deliver to the Trustee, in immediately available funds, the principal amount specified in the Draw Certificate, and the Trustee will deliver to Risever, or its order, in immediately available funds, the principal amount specified in the Draw Certificate.

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

SECTION 2.
WARRANTIES, REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

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

2.1. Organization and Authority. The Issuer is a duly organized and validly existing political subdivision of the State of Arkansas and has all requisite power and authority under Amendment 65 and Act 9 to issue, sell and deliver the Bonds as provided herein and to consummate all other transactions involving the Issuer contemplated by this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, and an Agreement for Payment in Lieu of Taxes to be dated as of the date of its delivery by and between the Issuer and Risever (the "**PILOT Agreement**").

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

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

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

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

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

SECTION 3.
CONDITIONS OF CLOSING

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

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

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

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

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

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

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

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

SECTION 4.
SPECIAL COVENANTS

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

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

SECTION 5.
MISCELLANEOUS

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

5.2. Notices. All communications provided for hereunder shall be sent by fax or by first class or certified mail and, if to you, addressed to you in the manner in which this letter is addressed; if to the Issuer, at 300 South Church Street, Jonesboro, Arkansas 72401, Attention: Mayor; with a copy to Carol Duncan, City Attorney, 300 South Church Street, Jonesboro, Arkansas 72401; and if to Risever, to 9602 C.W. Post Road, Jonesboro, Arkansas 72401,

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

Very truly yours,

CITY OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor

ATTEST:

By: _____
Donna Jackson, City Clerk

ACCEPTED:

[Affiliate of Risever]
a [state][entity]

By: _____
Name: _____
Title: _____

APPROVED:

RISEVER MACHINERY, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF INVESTOR LETTER

[Prepared on Letterhead of Bond Purchaser]

_____ __, 2019

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

Regions Bank
Attention: Corporate Trust Department
400 West Capitol Ave., 7th Floor
Little Rock, Arkansas 72201

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

Risever Machinery, LLC
Attention: _____
9602 C.W. Post Road
Jonesboro, Arkansas 72401

Not to Exceed
$25,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(Risever Machinery Project)
Series 2019

Ladies and Gentlemen:

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

1. We understand that we will not receive from the City of Jonesboro, Arkansas (the "**Issuer**"), Risever Machinery, LLC (the "**Company**"), Regions Bank (the "**Trustee**"), their governing bodies, their members or any of their officers, employees or agents or Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. ("**Bond Counsel**") any information with respect to the use of the proceeds of the Bonds and the Project, as defined in the Trust Indenture dated as of _____ __, 2019 (the "**Indenture**"), the Bonds themselves, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except (a) in the documentation executed in connection with the issuance of the Bonds, copies of which have been provided to us and reviewed by us prior to our purchase of the Bonds (the "**Bond Documents**"), and (b) as has been specifically requested by us from the Company and which has been provided to us and reviewed by us prior to our purchase of the Bonds (the "**Additional Information**").

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

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

4. We are either (a) a bank, registered investment company, insurance company or other "accredited investor" as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, or (b) described in paragraph 5. If described in this paragraph 4, we are duly and validly organized under the laws of our jurisdiction of incorporation or organization, and we can bear the economic risk of the purchase of the Bonds and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least $1,000,000, or (ii) I had an individual income in excess of $200,000 in each of the two most recent years or joint income with my spouse in excess of $300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, we are a registered investment advisor purchasing the Bonds for inclusion in the portfolio of a registered investment company advised by us and over whose transactions we have discretionary power. If described in this paragraph 5, we have such knowledge and experience in business and financial

matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2, and the investment company for which we are purchasing the Bonds is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bonds.

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

7. We are duly and legally authorized to purchase obligations such as the Bonds.

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

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

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

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

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

[Affiliate of Risever]
A [state][entity]
Bond Purchaser

By: _____
Name: _____
Title: _____

LEASE AGREEMENT

BY AND BETWEEN

CITY OF JONESBORO, ARKANSAS

AND

RISEVER MACHINERY, LLC

Dated as of _____ __, 2019

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

LEASE AGREEMENT

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LEASE AGREEMENT

This LEASE AGREEMENT (the "**Lease Agreement**") is entered into on this ___ day of _____, 2019, by and between the **CITY OF JONESBORO, ARKANSAS** ("**Lessor**" or "**Issuer**") and **RISEVER MACHINERY, LLC**, a corporation organized under and existing by virtue of the laws of the State of Delaware ("**Lessee**");

RECITALS:

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

B. The Issuer is authorized by the Act to issue the bonds for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act pursuant to a Trust Indenture dated as of _____ __, 2019 (the "**Indenture**") by and between the Issuer and Regions Bank, as Trustee; and

C. Permanent financing of the Project Costs (as defined herein), necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer through issuance of its Taxable Industrial Development Revenue Bonds (Risever Machinery Project) Series 2019 (the "**Bonds**"); and

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

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

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

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

H. The industrial undertaking will consist of the acquisition, construction, and equipping of an industrial facility within the corporate boundaries of the Issuer, including, but not limited to, the construction of infrastructure and improvements and acquisition and installation of equipment in Jonesboro, Arkansas, all as financed with the proceeds of the Bonds (the "**Project**") which Project shall otherwise exclude building, machinery and equipment financed by Lessee from other sources, if any.

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

ARTICLE I
DEFINITIONS

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

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

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

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

"**Bonds**" – The City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Risever Machinery Project), Series 2019.

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

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

"**Lease Agreement**" - This Lease Agreement between the Lessor and the Lessee.

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

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

"**Lessee**"– Risever Machinery, LLC, a Delaware limited liability company, and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

"**Lessor**" – City of Jonesboro, Arkansas.

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

"**Loan Fund**" - The fund created by Section 5.08 of the Trust Indenture into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 of the Indenture is to be deposited and out of which disbursements are to be made for Project Costs in the manner and for the purposes specified in Article VI of the Trust Indenture and Section 2.01 hereof.

"**Option Agreement**" – The Option Agreement attached hereto as Exhibit C.

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

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

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

"**Purchaser**" - The original purchaser of the Bonds.

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

"**State**" - The State of Arkansas.

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

"**Trustee**" - The Trustee for the time being, whether original or successor, with the original Trustee being Regions Bank, an Alabama banking corporation organized and operating under the laws of Alabama and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts created by the Indenture, and having a corporate trust office located in Little Rock, Arkansas.

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

ARTICLE II
ACQUISITION OF PROJECT

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

Lessee, with the cooperation of Lessor when necessary, shall obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, development, construction and equipping of the Project, and the Project shall be acquired, developed and constructed in compliance with all State and local laws, ordinances and regulations applicable thereto. All requests, approvals and agreements required on the part of Lessor and on the part of Lessee shall be in writing, signed by the authorized representative of the party making such request, granting such approval, or entering into such agreement. The Lessor and Lessee shall, concurrently with the delivery of this Lease Agreement, notify each other of the Authorized Lessor Representative and the Authorized Lessee Representative, respectively. It is agreed that each party may have more than one representative and may change the representative or representatives from time to time, with each such change to be in writing forwarded to the other party. The representative of each party so designated shall be authorized to enter into and execute any contracts or agreements or to grant any approvals or to take any action for and on behalf of the party hereto represented by such person and the other party to this Lease Agreement shall be entitled to rely upon the representative as having full authority to bind the party hereto represented by such person.

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

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

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

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

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

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

> The leasehold rights and/or land, as applicable, described in **Exhibit B**, and the improvements, machinery, equipment, furnishings, and other personal property described in **Exhibit A**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement. If requested by Lessor in writing, all such machinery, equipment, furnishings and other personal property shall be described in a ledger maintained by Lessee on the Leased Premises.

The properties described in this Section 3.01 are herein collectively referred to as the "**Leased Premises**."

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

Section 3.02. Term of Lease Agreement. The initial term of this Lease Agreement shall commence as of _____ __, 2019, and shall continue until _____ __, 20__ and as

long thereafter as the Lessee has failed to make all required payments of Basic Rent or Additional Rent.

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

A. Basic Rent.

(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 3.04, Basic Rent annually in the amounts necessary to pay interest and principal of all outstanding Bonds as the same become due, either at maturity or upon optional redemption, under the provisions of the Indenture. Basic Rent shall be payable annually on _____ __ commencing on _____ __, 2020 through _____ __, 20__, or until the principal of and interest on the Bonds shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Trust Indenture. In the event a Basic Rent payment date falls on a non-business day, the Basic Rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a business day.

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

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

Additional Rent hereunder are or become in excess of the amounts required for the purposes for which they were paid, such excess amounts shall be refunded to the Lessee.

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

(1) The unavailability of the Leased Premises, or any part thereof, for use by the Lessee at any time by reason of the failure to complete the Project by any particular time or at all or by reason of any other contingency, occurrence or circumstances whatsoever;

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

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

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

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

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

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

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

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

Section 3.04. Method of Payment of Basic Rent and Additional Rent. Payments of Basic Rent shall be made to Lessor by Lessee remitting the same directly to the Trustee, for the account of Lessor, and shall be deposited by the Trustee in the Bond Fund provided for in the

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

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

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

ARTICLE IV
TAXES AND ASSESSMENTS (IMPOSITIONS)

Section 4.01. Taxes and Assessments. Subject to the provisions of Section 4.02, Lessee shall pay all taxes and assessments, general and specific, if any, levied and assessed on the Leased Premises during the term, and all water and sewer charges, assessments, and other governmental charges and impositions whatsoever, foreseen and unforeseen, which if not paid when due, would impair the lien of the Trust Indenture on the Leased Premises or the security of the Bonds, encumber Lessor's title, or impair the right of the Lessor to receive the rent hereunder or in any manner whatsoever diminish the amounts thereof, all of which are herein called "impositions;" provided, however, that any impositions relating to a fiscal period of the taxing authority, part of which extends beyond the term, shall be apportioned as of the expiration of the term. Lessor shall promptly forward to Lessee any notice, bill or other statement received by Lessor concerning any impositions. Lessee may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. Lessee may contest any imposition or the consent thereby by proper legal proceedings diligently conducted. It is anticipated that the only ad valorem taxes and assessments that may be paid by the Lessee relating to the Leased Premises will be controlled by the Payment in Lieu of Taxes Agreement dated _____ __, 2019 (the "**PILOT Agreement**").

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

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

ARTICLE V
INSURANCE

Section 5.01. Insurance Required.

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

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

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

(ii) Property damage insurance against claims for damage to property occurring upon, in or about the Leased Premises with such insurance to afford protection to the limit of not less than $100,000 in respect of damages to the property of any one owner.

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

D. Reserved.

E. All insurance required by this Section 5.01 shall be effected with insurance companies qualified to do business in the State selected by the Lessee. The

Lessee shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith.

ARTICLE VI
REPAIRS AND MAINTENANCE OF LEASED PREMISES AND ALTERATIONS

Section 6.01. Lessee Obligated to Maintain Buildings and Improvements. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained the improvements now or at any time erected on the lands included in the Leased Premises.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. Lessee shall have the right from time to time to make additions, alterations and changes in or to the improvements constituting part of the Leased Premises and shall have the right to construct new improvements. Lessee shall maintain detailed records of the nature and cost of such additions, alterations and changes, which shall be available for inspection by Lessor's representatives and agents on reasonable notice. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section 6.02, the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

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

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

Section 6.05. Permitted Encumbrances. Lessor acknowledges that the Leased Premises will be subject to prior liens at the time title is transferred to the Lessor. Regardless of whether or not Lessor is permitted by Arkansas law to place a lien on the Leased Premises, the Lessor agrees that it is contractually prohibited from placing any lien or attempting to place any

lien on the Leased Premises without the express written consent of Lessee which consent may be withheld in the sole discretion of Lessee, and any attempt by Lessor to impose a lien that is not consistent with this Section 6.05 or Arkansas law is void.

Lessor acknowledges that Lessee, at its sole option and discretion, may sublease tracts within the Leased Premises pursuant to Section 16.01 of this Lease Agreement (each, a "Future Sublease"). Lessor agrees for the benefit of each sublessee under Future Subleases that if this Lease Agreement is terminated, or Lessor comes into possession of the Leased Premises without termination, then in either such event Lessor shall recognize the Future Subleases and the rights of the lessees and sublessees thereunder provided that such lessees and sublessees attorn to Lessor. Notwithstanding the foregoing, Lessor will not be (i) liable for any act or omission of Lessee, (ii) subject to any offsets or counterclaims that any such lessee or sublessee may have against Lessee, (iii) bound by any notices given to Lessee of which Lessor did not also receive notice, or (iv) obligated to commence or complete any construction or installation of any improvements or to make any contribution towards any construction or installation of any improvements relating to any Future Sublease. The liability of Lessor under any Future Sublease will continue only so long as Lessor is the owner of the property subject to any Future Sublease and such liability will not continue or survive with respect to claims accruing after further transfer of such interest.

ARTICLE VII
USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

Section 7.01. Permitted Use of Leased Premises and Compliance with Laws, Etc. Subject to the following provisions of this Section 7.01, Lessor and Lessee agree that Lessee shall use the Leased Premises as a manufacturing facility and for any activities and purposes incidental thereto or in furtherance thereof or for any lawful purpose approved by Lessor. Lessor agrees and confirms that Lessee's intended use of the Leased Premises for the manufacture, fabrication or processing of steel machine parts for heavy construction equipment and for any activities and purposes incidental thereto or in furtherance thereof is a permitted use. Lessee shall during the term promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or government authorities, now or hereafter applicable to the Leased Premises. Lessee shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without incidence of any liens on the Leased Premises, Lessee may postpone compliance until final determination of such contest, provided such contest shall be prosecuted with due diligence; and even though a lien against the Leased Premises may be incurred by reason of such non-compliance, Lessee may nevertheless delay compliance therewith during contests thereof, provided Lessee, if required, furnishes Lessor reasonably satisfactory security against any loss by reason of such lien and effectively prevents foreclosure thereof. Lessee shall during the term comply with the mandatory requirement, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease Agreement.

Section 7.02. Lessor's Covenant Not to Impose Burdensome Laws, Etc. Lessor covenants that, to the full extent permitted by law, it will not attempt to impose upon the use or

occupancy of the Leased Premises by the Lessee any laws, ordinances, rules or regulations more burdensome or restrictive than those in effect upon the date of execution of this Lease Agreement.

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

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

ARTICLE VIII
WORK PERFORMED BY LESSEE

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

ARTICLE IX
MECHANICS' LIENS

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

ARTICLE X
INDEMNIFICATION OF LESSOR

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

ARTICLE XI
RESERVED

ARTICLE XII
PUBLIC UTILITIES AND CHARGES

Section 12.01. Lessee to Pay Public Utility Charges. Lessee agrees to pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to or for the Lessee upon or in connection with the Leased Premises throughout the term of this Lease Agreement, and to indemnify Lessor and save it harmless against any liability or damage on such account.

ARTICLE XIII
INSPECTION OF LEASED PREMISES BY LESSOR

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

ARTICLE XIV
DAMAGE AND DESTRUCTION

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

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

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

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

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

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

the purchase price, such excess shall be paid to and shall belong to the Lessee. If Lessee shall have paid the full amount necessary to pay or redeem all outstanding Bonds, any insurance proceeds shall be paid to and shall belong to Lessee.

ARTICLE XV
CONDEMNATION

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

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

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

(i) Lessee shall proceed to repair, rebuild and replace the remaining part of the Leased Premises as nearly as possible to the condition existing prior to such taking, to the extent that the same may be feasible, subject to the right on the part of the Lessee to make alterations which, in the reasonable judgment of Lessee (and in accordance with Article VI hereof), will improve the efficiency of the Leased Premises for the purposes of their intended use under this Lease Agreement; and

(ii) The net award shall be paid to the Lessor and by it to the Lessee, and the Lessor hereby assigns the same to the Lessee for the use of the Lessee in repairing, rebuilding and replacing as provided in (i) above. The net award shall be transferred to the Lessee in the same manner as is provided in Section 14.01 with respect to insurance proceeds, provided that the words "insurance proceeds" there referred to shall for purposes of this subparagraph (ii) refer to "net award." If the net award is in excess of the amount necessary to repair, rebuild and replace as specified in (i) above, such excess shall be deposited in the Bond Fund or if there are no Bonds outstanding under the Trust Indenture the excess shall belong to and shall be paid to the Lessee. If the net award is less than the amount necessary for the Lessee to repair, rebuild and replace as set forth in (i) above, the Lessee shall nevertheless complete the repair, rebuilding and replacement work and pay the cost thereof to the extent not covered by the net award.

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

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

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

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

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

ARTICLE XVI
ASSIGNMENT

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

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

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

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

ARTICLE XVII
PRIORITY OF LEASE

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

ARTICLE XVIII
REMEDIES ARE CUMULATIVE - NO IMPLIED WAIVER

Section 18.01. Specific Relief; Remedies are Cumulative, No Implied Waiver. Lessor and Lessee shall each be entitled to specific performance, and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Lease Agreement are cumulative and are not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rents with knowledge of any default shall be deemed a waiver of such default.

ARTICLE XIX
DEFAULT PROVISIONS

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

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

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

C. The dissolution of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under similar act which may

hereafter be enacted. The term "dissolution or liquidation of the Lessee," as used in this subsection, shall not be construed to include the cessation of the corporate or limited liability company existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or other entity or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in this Lease Agreement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX
PURCHASE OPTION

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

ARTICLE XXI
NOTICES

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

If intended for Lessee:

RISEVER MACHINERY, LLC
9602 C.W. Post Road
Jonesboro, Arkansas 72401
Attention: _____

With a copy to:	BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC 1400 Wells Fargo Tower 420 20th Street North Birmingham, AL 35203 Attention: Michael H. Johnson
If intended for Issuer:	CITY OF JONESBORO ARKANSAS 300 South Church Street Jonesboro, Arkansas 72401 Attention: Mayor
With a copy to:	Carol Duncan City Attorney 300 South Church Street Jonesboro, Arkansas 72401

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

ARTICLE XXII
RECORDING

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

ARTICLE XXIII
GENERAL

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

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

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

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

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

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

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

ARTICLE XXIV
REMOVAL AND DISPOSAL OF PROPERTY

Section 24.01. Lessee's Rights and Obligations Concerning Removal and Disposal of Building Service Equipment. The Lessee may, provided Lessee is not in default in the payment of Basic Rent or Additional Rent as required by the provisions of this Lease

Agreement and has not received notice of any other default on its part hereunder, remove, free of any right or claim of Lessor, any building service equipment or other improvements (hereinafter defined), subject however, in all cases to the following:

A. Except as provided in Section 24.02, building service equipment or other improvements may be so removed upon the substitution thereof, then or theretofore, by Lessee of other building service equipment or other improvements of a utility or value at least equal to that, at the time of removal, of the building service equipment removed;

B. Lessee shall pay all the costs and expenses of any such removal.

The term "building service equipment" is intended to refer to such things as are affixed to or incorporated in a building for its operation, such as boilers, pumps, tanks, sprinklers, lighting equipment and wiring, heating, plumbing and ventilating equipment, elevators, escalators, refrigerating, air conditioning and air cooling equipment, and items similar in general to any of the foregoing.

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

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

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

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

ARTICLE XXV
RESERVED

ARTICLE XXVI
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

C. Except for any Future Leases permitted by Section 6.05, the Lessee is or will be the only Lessee of the Project. Except for the Permitted Encumbrances, the Project is free and clear of all mortgages, liens, charges and encumbrances, which constitute a lien or charge against its property, real or personal, tangible or intangible (except for such liens, if any, as will be waived or discharged at the time of the execution of this Lease Agreement).

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

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

F. Except as otherwise disclosed in public filings made by Lessee or its affiliates in compliance with its or their regulatory obligations, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operations of the Lessee.

G. The Lessee is not in default under any material provision of any lease or rental agreement.

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

I. The Lessee is not aware of any claim, or purported claim, of any laborer, materialman, contractor or other person who might assert a lien against the Property by reason of the construction or other improvement.

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

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

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

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

CITY OF JONESBORO, ARKANSAS, **Lessor**

By: _____
Harold Perrin, Mayor

ATTEST:

By: _____
Donna Jackson, City Clerk

(S E A L)

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

RISEVER MACHINERY, LLC, Lessee
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

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

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that he was the _____ of **RISEVER MACHINERY, LLC**, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

EXHIBIT A

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

EXHIBIT B

Legal Description

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

[to be provided]

EXHIBIT C

Option Agreement

(See Attached)

OPTION AGREEMENT

This OPTION AGREEMENT (the "Option Agreement") is entered into and effective on the ___ day of _____, 2019, by and between the **CITY OF JONESBORO, ARKANSAS** ("**Grantor**") and **RISEVER MACHINERY, LLC**, a Delaware limited liability company ("**Grantee**").

WHEREAS, Grantor, as Lessor, and Grantee, as Lessee, have entered into a Lease Agreement (the "**Lease Agreement**") dated as of _____ __, 2019 relating to the Leased Premises (as defined in the Lease Agreement), and

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

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

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

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

(i) The Leased Premises shall sustain major damage or destruction; or

(ii) Title to all or substantially all of the Leased Premises shall be condemned, by any competent authority other than the Grantor, as provided in Article XV of the Lease Agreement; or

(iii) As a result of changes in the Constitution of the United States or of the State, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after Grantee's contest thereof in good faith, or change in Grantor's legal organization or status, the Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or

(iv) There is legal curtailment of Grantee's use and occupancy of all or substantially all of the Leased Premises for any reason other than condemnation referred to in subsection (ii); or

(v) Grantee determines to do so in its sole and absolute discretion; or

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

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

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

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

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

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

(i) if no Bonds shall be outstanding under the Trust Indenture at the time of purchase, the purchase price of the Leased Premises (the "Purchase Price") shall be One Hundred Dollars ($100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased; and

(ii) if Bonds are outstanding under the Trust Indenture at the time of the purchase, the purchase price of the Leased Premises shall be One Hundred Dollars ($100.00) or

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

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

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

7. Escrow of Transfer Documents. Contemporaneous with the execution of this Option Agreement, Grantor shall deliver into escrow a quitclaim deed, bills of sale and other appropriate conveyance instruments transferring title to the Leased Premises in a form consistent with Section 2(b) (collectively, the "**Conveyance Documents**"). The "**Escrow Agent**" shall be the Trustee for the Bonds or any successor trustee appointed pursuant to the Trust Indenture. The Escrow Agent shall hold the Conveyance Documents in escrow until the Purchase Option for the entirety of the Leased Premises is exercised by the Grantee. Upon receipt of the notice specified in Section 2(b), the Escrow Agent is authorized to release the Conveyance Documents to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Notwithstanding the escrow of the Conveyance Documents for all or part of the Leased Premises, upon exercise of the Purchase Option, Grantor shall execute and deliver new Conveyance Documents to Grantee at Grantee's request. It is agreed by Grantee and Grantor that the Escrow Agent shall be liable as a depository only and shall be and is hereby discharged from any and all liability for any act or omission done in good faith. The Escrow Agent may rely upon any paper, document or other writing reasonably believed to be authentic. The Escrow Agent shall not be required to construe this Option Agreement or any other instrument deposited herewith.

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

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

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

[Signature Page Follows]

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

CITY OF JONESBORO, ARKANSAS, **Lessor**

By: _____
Harold Perrin, Mayor

ATTEST:

By: _____
Donna Jackson, City Clerk

(S E A L)

RISEVER MACHINERY, LLC, Lessee
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged by Escrow Agent:

REGIONS BANK

By: _____
_____, Corporate Trust Officer

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

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

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **_____,** to me personally well known, who stated that he was the _____ of **RISEVER MACHINERY, LLC,** a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said limited liability company, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

_____
Notary Public

My commission expires:

_____

(S E A L)

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:037	**Version:**	1	**Name:**	APPLICATION FOR A PRIVATE CLUB PERMIT FOR QVW, HOLDINGS, DBA ICHIYA RAMEN RESTAURANT
Type:	Ordinance			**Status:**	First Reading
File created:	6/24/2019			**In control:**	City Council
On agenda:	7/2/2019			**Final action:**	
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR QVW, HOLDINGS, DBA ICHIYA RAMEN RESTAURANT				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	QVW Holdings Private Club Permit Application_Redacted.pdf				

Date	Ver.	Action By	Action	Result

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT FOR QVW, HOLDINGS, DBA ICHIYA RAMEN RESTAURANT

WHEREAS, QVW Holdings, DBA Ichiya Ramen Restaurant of Jonesboro has applied for a private club permit to be located at 322 South Main, Jonesboro, AR 72401; and

WHEREAS, QVW Holdings desires to receive approval for a private club to be located at 322 South Main, Jonesboro, AR 72401; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

QVW Holdings dba Ichiya Ramen Restaurant of Jonesboro's application for a private club permit is approved and QVW Holdings shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 322 South Main, Jonesboro, AR 72401.

City of Jonesboro
Private Club Review and Conditions Form

Date 6-21-19 Non-Profit Corp. QVW Holdings dba: Ichiy Ramen Rest

Address 322 S. Main

Applicant on Behalf of Club Fnu Garry

Home Address 519 E. Oak Av, Jonesboro AR

Business Name Ichiya Ramen Restaurant

Business Address 322 S. Main

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? —
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police Rich Scott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-1
Approve? Yes X No _____ Signature Planning Director

City Clerk:

Date received 6-24-19
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION

On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

2. Application fee is $250 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.

   b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

QVW Holdings dba Ichiya Ramen Restaurant
Non-Profit Corporation FEIN #

APPLICANT ON BEHALF OF CLUB: Fnu (First) Garry (Middle) ~~Last~~

HOME ADDRESS: 519 East Oak Avenue, Apt. B (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

BUSINESS NAME: Ichiya Ramen Restaurant

BUSINESS ADDRESS: 322 S. Main (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
PJR LLC, 312 South Main St., Jonesboro, AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.
Restaurant

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Fnu Garry	President	519 East Oak Avenue, Apt. B Jonesboro, AR 72401
Hendy Thomas	Vice-President	519 East Oak Avenue, Apt B Jonesboro, AR 72401
Westley Eddy Wibachman	Sec/TREAS	36 Warwick Rd., Little Rock, AR 72205-1537

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) ***If yes, please explain -***

Signed this 24th day of May, 2019.

Fnu Garry

Signature of Applicant/Managing Agent

Owner / Applicant

Official Title

Subscribed and sworn to before me this 24th day of May, 2019.

Whitney Jackson

Notary Public

My Commission Expires: 8-1-28:

OFFICIAL SEAL - #12705088
WHITNEY JACKSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-28

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Fnu Garry

2. Home Address 519 East Oak Ave, Apt. B, Jonesboro 72401 Phone No. 702-526-4735
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a **(CITIZEN)** or **(PERMANENT RESIDENT ALIEN)** of the United States? **CIRCLE ONE**
   Social Security No. _____ Green Card No. _____

5. Are you a resident of Craighead county? Yes

   If not, do you live within 35 miles of the premises to be permitted? Yes

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s)

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
    If so, give full information _____

11. Marital Status: Single (✓) Married ( ) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family: None

Relationship	Full Name	Address	Occupation

(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years: (Birth units)

Kramat Pulo 12 # D7, Jakarta, Indonesia 14045 - 9/16
2818 Pineen Ave, Scottsbluff, NE 69361 - 10/16 - 5/17
1 Brookhaven, Little Rock, AR 72205 - 6/17 - 11/18
519 East Oak Ave, Apt. B, Jonesboro, AR 72401 - 12/18 - Present

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Sumo Steakhouse-Cook	2801 Red Wolf Blvd., Jonesboro	Dec 2018 –
Samuri Stakhaus-Cook	2604 Shackelford Rd., Little Rock	June 2017 - Nov. 2018
Wonderful House Restaurant - Cook	829 Technical Plaza, Scottsbluff, NE	Oct 2016 - May 2017
Beef Kwe Tiaw 78 Restaurant - Cook	Manga Besar #78D, Jakarta, Indonesia 11150	Jan 2014 - Sept 2016

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Fnu Garry
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Fnu Garry, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 24th day of May, 2019.

Whitney Jackson
Notary Public

My Commission Expires: 8-1-28

OFFICIAL SEAL - #12705088
WHITNEY JACKSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-28

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Fnu Garry

Signature – Full Name

5/8/19

Date

519 East Oak Avenue, Apt. B

Home Address

Jonesboro AR 72401

City State Zip

519 East Oak Avenue, Apt. B

Mailing Address

Jonesboro, AR 72401

City State Zip

702-526-4735 702-526-4735

Contact Phone Business Phone

Garryalamsuryadi@gmail.com

Email Address

Subscribed and sworn to before me this 8th day of May, 2019.

Whitney Jackson

Notary Public

My Commission Expires: 8-1-28

OFFICIAL SEAL - #12705088
WHITNEY JACKSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-28

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : P

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Hendy Thomas

Signature – Full Name

05/08/2019

Date

519 East Oak Avenue, Apt. B

Home Address

Jonesboro AR 72401

City State Zip

519 East Oak Avenue, Apt. B

Mailing Address

Jonesboro, AR 72401

City State Zip

307-371-9447 307-371-9447

Contact Phone Business Phone

Hieronimus.hendy@gmail.com

Email Address

Subscribed and sworn to before me this 8th day of May, 2019.

Whitney Jackson

Notary Public

My Commission Expires: 8-1-28

OFFICIAL SEAL - #12705088
WHITNEY JACKSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-28

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : P

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Westley Eddy Wibachman

Signature – Full Name

5/8/19

Date

36 Warwick Rd

Home Address

Little Rock AR 72205-1537

City State Zip

36 Warwick Rd

Mailing Address

Little Rock AR 72205-1537

City State Zip

501-837-9922 501-837-9922

Contact Phone Business Phone

West7_atl@yahoo.com

Email Address

Subscribed and sworn to before me this 8th day of May, 2019.

Whitney Jackson

Notary Public

My Commission Expires: 8-1-28

OFFICIAL SEAL - #12705088
WHITNEY JACKSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-28

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **GARRY** First: **FNU** Middle:

Date of Birth: Sex: Race:

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **519 EAST OAK AVE APT B JONESBORO, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC002710083**

Date: **05/10/2019** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Phillip Newcomb On Behalf of ABC**

Representing: **ABC**

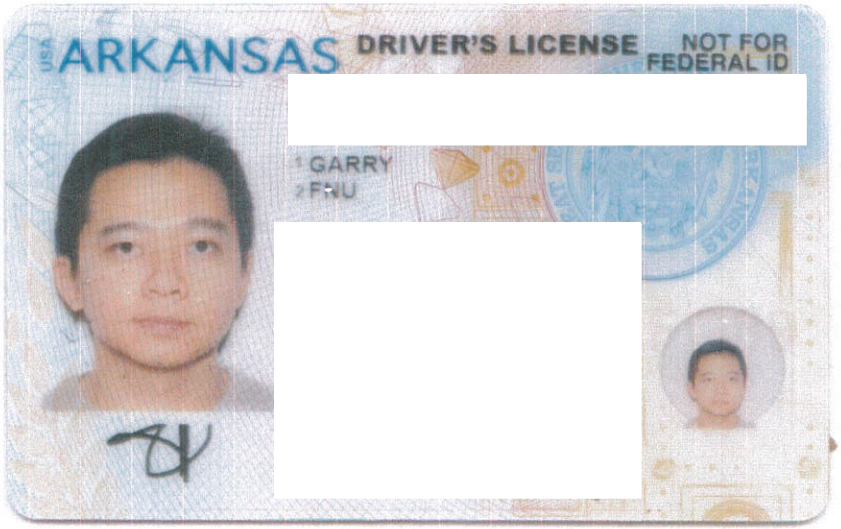
Mailing Address: **1515 W. 7th ST. STE. 503 LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

UNITED STATES OF AMERICA
EMPLOYMENT AUTHORIZATION
GARRY NO NAME GIVEN
Surname
GARRY
Given Name
NO NAME GIVEN
NOT VALID FOR REENTRY TO U.S.


USA
ARKANSAS
DRIVER'S LICENSE
NOT FOR FEDERAL ID
1 GARRY
2 FNU

LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered into between **PJR, LLC, 312 South Main Street, Jonesboro, Arkansas, 72401** herein designated as Landlord, and **FNU Garry, QVW Holdings dba Ichiya Ramen Restaurant, Jonesboro, Arkansas, 72401** herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated does hereby lease, demise and let unto Tenant the following described space:

Approximately 2000 square feet referred to as QVW Holdings dba Ichiya Ramen Restaurant, 322 South Main, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND **TO HOLD** the same for a term of 60 months

Commencing on May 1, 2019 and Ending on May 1, 2024.

By occupying the demised premises Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Landlord is able to tender the same, Landlord hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Landlord rent for said premises at the rates as follows:

Year one: $2,000 monthly, $24,000 per year.

Years two through five: $24,000.00 per year.

One such monthly installment together with a security deposit equal to $2,000.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a daily basis. All rent is due in the office of Landlord on or before the first day of each month. If any installment of rent is not received by Landlord by the fifth (5th) day of the month. Tenant agrees to pay Landlord in additional rent, a late charge of $15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in

order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Landlord transfers its interest in the demised premises during the lease term, Landlord shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. **USE.** The demised premises shall be used and occupied by Tenant as a full service restaurant. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the Building is located.

3. **LANDLORD'S OBLIGATIONS.** Landlord agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for general use of tenant of the Building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Landlord break down, or for any cause cease to function properly. Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. **TENANT'S REPAIRS AND ALTERATIONS.** Tenant will not in any manner deface, damage or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees and invitees. Tenant shall throughout the term of this lease take good care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Landlord. At the termination of this lease Tenant shall, if Landlord so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Landlord with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be removed if Landlord so elects. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this lease, or allow same to be assigned by operation of law or otherwise, or sublet the demised premises or any part thereof without the prior written consent of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Landlord shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the

demised premises.

7. **INDEMNITY.** Landlord shall not be liable for and Tenant will indemnify and save harmless Landlord from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the Building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the Building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant

9. INSPECTION. Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Landlord forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for

which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the Building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

(a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.

(b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant

(f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.

(g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Landlord shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a

forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Landlord while Tenant is in default are accepted with full reservation of all rights hereunder by Landlord

18. **SURRENDER OF PREMISES.** No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Landlord.

19. **ATTORNEY'S FEES.** In case Landlord brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee.

20. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

21. **LANDLORD'S LIEN.** Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or lose which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on

Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold arid enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however. Landlord shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental laws ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Landlord at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary not withstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this lease shall apply to, insure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the Building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property,

also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Landlord to do so. No provisions of this lease shell be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies carried on or in Connection with the demised premises or the Building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the Building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

WITNESS, the signature of the parties hereto in multiple copies, this 28th day of

May, AD 2019.

TENANT: **FNU Garry**

By: _____

QVW Holdings dba Ichiya Ramen Restaurant

LANDLORD: **Kent Arnold**

By: _____

President, PJR, LLC

Last Name / First Name	Address
Bell Matthew	564 Lewis Ave
Blackburn, Suzanne	1405 Elmwood Place
Bonds Deandre	1912 Westwood Ave
Boocherie Gabriel	1811 W Matthews
Boyd, Coy Mac	4210 Woodcrest Drive
Bridgeman Christy	1905 Oakwood Circle
Bridgeman Olivia	218 East St
Brodie Mckendreah	31 W Bridge St
Brown Devin	1420 S Church
Brown Joshua	1305 N Floyd #84
Brown Scott	421 Huntcliff Drive
Brun Lee	1809 Ellen Drive
Chance Kathryn	222 Pekin St Unit.D
Chudy Erika and Dustin	1210 East Country Club Terrac
Clark Bob	902 Valhalla Drive
Copenhaver Harold	1902 Starling
Counceller Sam	607 E Gladiolus Apt E3
Cox Stephen	1203 Cardinal
Curtner Lee	909 Warner #7
Daley Claude	5002 Richardson Dr
Daley, Joan	1000 S Caraway Rd
Daniels Chandler	507 Mead St
Davidson Lawson	1309 Nettleton Circle
DeLoache Mike	514 West Washington
Ditta Anthony and Ashley	2007 Crafts Drive
Dubar Emily	2625 Glenn Cove Apt.A4
Dubar Karley	5604 Kersey Ln
Eatmon Debra	3305 Richardson Dr Apt R2
Edward Anita	4808 Prospect Rd
Falls Doug	2604 Nix Lake Drive
Faught Brad	1111 Robin Road
Fulkerson Brian and Amy	1107 Dove Road
Garisson Alex	1610 Brooke Circle
Garry FNU	519 East Oak Ave Apt.B
Gathright Garrett	904 Scott St apt A
Gavin Aaron	713 W Strawn Ave #7
Goad Bonnie	1309 Linden Avenue
Goad Bryce	236 South Main
Goad Jim	100 East Huntington
Gordon Jamie	213 Royale Dr
Hallum Eliane	1304 Country Club Terrace
Hanshaw Hillary	107 Melton Circle
Hesch Marty	4208 Nobhill Circle
House Jade	501 W. Jefferson
Harlan Joe	2901 S. Culberhouse

Hunter Larry	15 Cr 933
Hunter, Jr. Scott	514 W. Washington Avenue
Hunter, Sr. Scott	514 W. Washington Avenue
Hyneman Matt	1206 Thrush
Jackson Lisa	906 Valhalla
Jacobs Jasmine	1711 Loberg Ln
Johnson Larry	100 Nettleton Avenue
Jumper GJ	1206 West Country Club Terra
Kelso Mary	1610 Brooke Circle
Kemper Greg	412 N Bay Dr
Khan Sohail	4000 Gabriel Ct
Killing Joan	1506 Lamar Drive
King Joel and Kim	1408 Fairway Circle
Lacewell Criss	1205 Robin Road
Langford Mike	2312 Ridge Pointe Drive
Lee Isaac	1307 Hickory Circle
Lopez Sergio	2407 Willow Rd Apt.5
Lutes Chris	1100 Robin Road
McDaniel Amanda	2204 Rains Street
Minchew Linda	705 Steele
Mitchell Jason	1021 Hwy 193
Mobbs Jozee	504 Cr 769
Morrison Matt	1201 Cardinal
Munoz Silvano	110 W forrest St
Norris Kelby	1305 N Floyd #31
Noves Sonully	1507 Danny Drive
Padilla Dante	3810 School St
Parnell Robert	1712 Irby St
Payne Carlos	3617 Landsbrook Dr
Reed Ashainia	105 Martin Dr W
Riddle Danny	103 South Oak, # 12
Rice Rodney	500 N Caraway Rd 1033
Riley Matt	222 Pekin, Apt. E
Roitaku Saranya	4726 Lonoke Lane
Sims Dawn	1922 N 20th St
Skaggs Audry	621 N Holman
Skaggs Kaitlyn	201 W Matthews
Smith Alyssa	218 East St
Smith Benton	325 Dunwoody
Smith Brian	512 Melton Circle
Smith Eris	628 East Oak Ave., #10
Socha Erin	1029 Freeman St
Socha Holly	41 County Road 762
Stinett Marquence	1610 Auburn PL Apt.B
Strait Gavin	10259 Hwy 63 Apt.25
Taylor Rob	1507 East Nettleton Avenue
Thomas Hendy	519 East Oak Ave Apt.B

Tull Tom	814 East Lakeshore Drive
Ward Samantha	1008 Haltom St #3
Willett Jason	1804 Starling Dr
Williams Nick	1105 Cardinal
Williams Tyler	309 N Bridge St Apt.A
Tyrer, Dean	2603 Browns Lane
Woodall Garret	3701 Lakeview Cove
Wooten Jonathan	1610 Stone St D2
Worlow Taylor	1909 Crestview St

City	State	Zip Code
Trumann	Arkansas	72472
Jonesboro	Arkansas	72401
Jonesboro	Arkansas	72404
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City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:038	**Version:**	1	**Name:**	REZONING FOR PROPERTY LOCATED AT 5403 E. NETTLETON - FRED STREET BY CARLOS WOOD ON BEHALF OF JERRY STEPHENS
Type:	Ordinance			**Status:**	First Reading
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/2/2019			**Final action:**	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5403 E. NETTLETON - FRED STREET BY CARLOS WOOD ON BEHALF OF JERRY STEPHENS				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Fred St Rezoning Plat.pdf Staff Summary.pdf Application.pdf Aerial Veiw of Location.pdf Lynn Turner Block D Replat.pdf Rezoning Plat.pdf				

Date	Ver.	Action By	Action	Result

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5403 E. NETTLETON - FRED STREET BY CARLOS WOOD ON BEHALF OF JERRY STEPHENS
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATIONS AS FOLLOWS:

FROM: Commercial, C-3
TO: Single Family Residential, RS-7

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
A PART OF BLOCK "D" OF DUDLEY'S FIRST ADDITION TO THE CITY OF JONESBORO, FORMERLY TOWN OF NETTLETON, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East; thence North 89°07'21" East 25.00 feet; thence South 00°03'11" West 280.00 feet; thence North 89°07'21" East 400.00 feet; thence continue North 89°07'21" East 60.00 feet to the point of beginning proper; thence North 00°03'11" East 120.00 feet; thence North 89°07'21" East 166.26 feet; thence South 43°13'41" East 134.37 feet; thence South 46°29'50" West 130.83 feet; thence North 65°

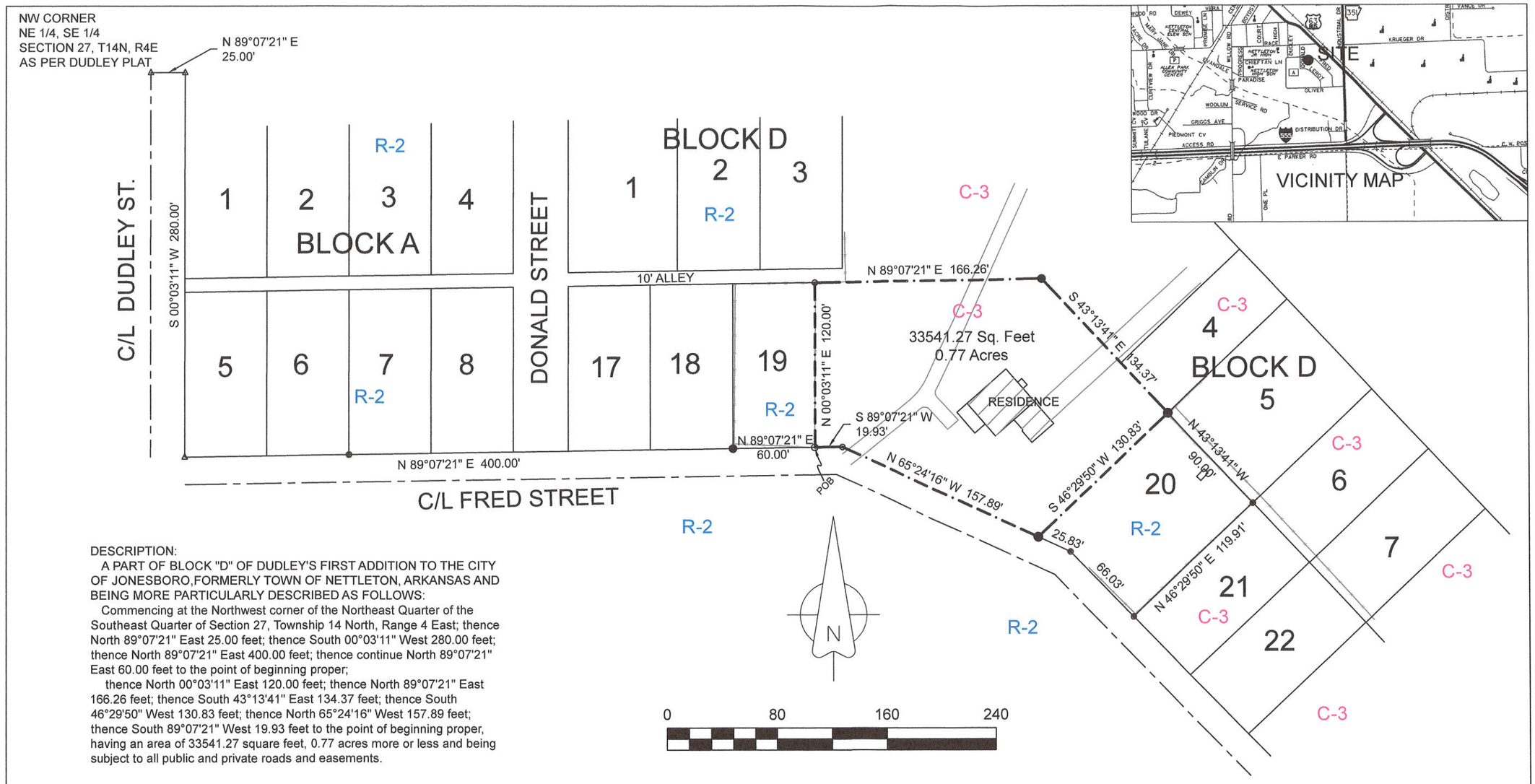
24'16" West 157.89 feet; thence South 89°07'21" West 19.93 feet to the point of beginning proper, having an area of 33541.27 square feet, 0.77 acres.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. Any change of use shall be subject to Planning Commission approval in the future.

3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property, which will include parking, signage, landscaping, fencing, sidewalks, buffering, etc.



DESCRIPTION:

A PART OF BLOCK "D" OF DUDLEY'S FIRST ADDITION TO THE CITY OF JONESBORO,FORMERLY TOWN OF NETTLETON, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East; thence North 89°07'21" East 25.00 feet; thence South 00°03'11" West 280.00 feet; thence North 89°07'21" East 400.00 feet; thence continue North 89°07'21" East 60.00 feet to the point of beginning proper;

thence North 00°03'11" East 120.00 feet; thence North 89°07'21" East 166.26 feet; thence South 43°13'41" East 134.37 feet; thence South 46°29'50" West 130.83 feet; thence North 65°24'16" West 157.89 feet; thence South 89°07'21" West 19.93 feet to the point of beginning proper, having an area of 33541.27 square feet, 0.77 acres more or less and being subject to all public and private roads and easements.

OWNER CERTIFICATION:

WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

Maxine Stephens

Maxine Stephens

SURVEYORS NOTES:

1. BEARINGS ARE STATE PLANE GRID BEARINGS(NAD 83 DATUM)AS PER GPS OBSERVATION ON SITE DURING SURVEY AND ARE TO BE USE TO DEFINE THE GENERAL DIRECTION AND TRUE ANGLE AT THE INTERSECTION OF THE PROPERTY AND LAND LINES.
2. PROPERTY IS SUBJECT TO UTILITY SERVICES AND UNDERGROUND UTILITY LINES NOT LOCATED.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. " D"
JONESBORO, ARKANSAS 72401

REZONING PLAT

EXISTING ZONING -C-3
RS-7 REQUESTED

drawn: H. HIME
date: 5-14-2019
scale: 1" = 80'
client: LYNN TURNER

H&S HIME PROFESSIONAL
SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
FAX: 870-972-1011
E-MAIL: hshime_butch@yahoo.com

CERTIFICATE OF AUTHORIZATION
H AND S HIME PROFESSIONAL SURVEYING SERVICES
No. 1432
ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1442
SIGNATURE
BUTCH C. HIME

City of Jonesboro ARKANSAS

City of Jonesboro City Council

Staff Report _ RZ 19-08: 5403 E. Nettleton _ Fred Street

Municipal Center - 300 S. Church St.

For Consideration by the Commission on July2, 2019

REQUEST: To consider a rezoning of one tract of land containing .77 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of 0.77 +/- acres of land located at 5403 E Nettleton - Fred Street Dudley's Subdivision from C-3 General Commercial District to RS-7 – Single-Family Residential District; minimum 6,222 sq. ft. lot required.

APPLICANTS/ OWNER: Jerry Stephens, 901 Somerset Lane, Jonesboro, AR 72401

LOCATION: **5403 E. Nettleton - Fred Street – Lot 27 - Dudley's Subdivision**

SITE DESCRIPTION: **Tract Size:** Approx. 00.77 +/- Acres

STREET FRONTAGE: **Street Frontage:** Around 157.89 Feet of Fred Street

Topography: Flat **Existing Development:** House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 General Commercial – Vacant
South	R-2 Multi Family Low Density – House
East	C-3 General Commercial – House and Vacant Land
West	C-3 General Commercial – House and R-2 Multi- Family Low Density

HISTORY: House

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP

The Current/Future Land Use Map recommends this location as both High Intensity Growth Sector and Overlay District. The land is equally divided between the two sectors.

A wider mix of land uses is appropriate in the **high intensity sector and overlay area**. Control of traffic is probably the most important consideration in this sector. A wide range of land uses is appropriate in the **high intensity zone**, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in area where sewer service is readily available and transportation facilities are equipped to handle the traffic. The Land Use Plan recommends no more than 14 dwelling units per acre for high intensity growth sectors.

Typical Land Uses:

- Regional shopping centers
- Automotive dealerships
- Outdoor display retail
- Fast food restaurants
- Multi-family
- Service stations
- Commercial and office
- Call centers
- Research and development
- Medical
- Banks
- Big box commercial
- Hotel

The **Overlay Corridors** are the main entryways into the City of Jonesboro. The Current / Future Land Use Map has established this as an Overlay District. These access points define how people perceive the City of Jonesboro when coming into the City. The Purpose of the Overlay District is to protect and enhance the scenic quality of the City's highways and primary corridors designated below, create design stands for developments, and provide effective land use planning and facilitate traffic flow.

In the **Overlay Areas,** these overlay areas will run along the listed streets and shall be adjacent to the streets for a distance of 300 feet from the street right-of-way. Nettleton is designated from East City Limits to Red Wolf Boulevard. In addition to the requirements, the property inside the overlay, corridors will be required to add additional landscape. All area will be required to have front, rear, and side buffer yards. Front shall be 25" grass vegetative buffer. Side yards shall be 10' grass vegetative buffer. Rear yards shall be 10' grass vegetative buffer, and exterior side yards shall be 15" of vegetative buffer. In addition to the buffer areas, the front and exterior side yards shall have trees planted on 25-foot centers. Tree species to be planted within their corridors should be consist of plants that are native to the area. The Landscape Ordinance describes these.

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

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

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

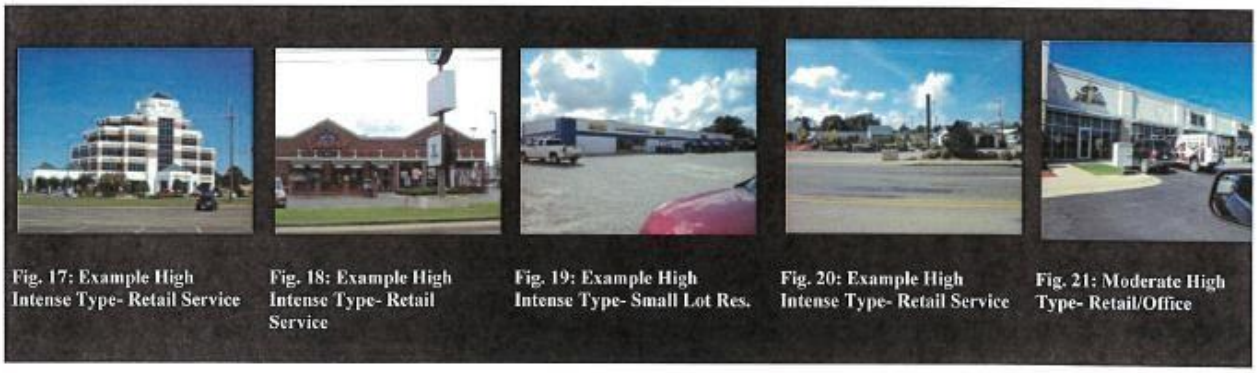


Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

Fig. 19: Example High Intense Type- Small Lot Res.

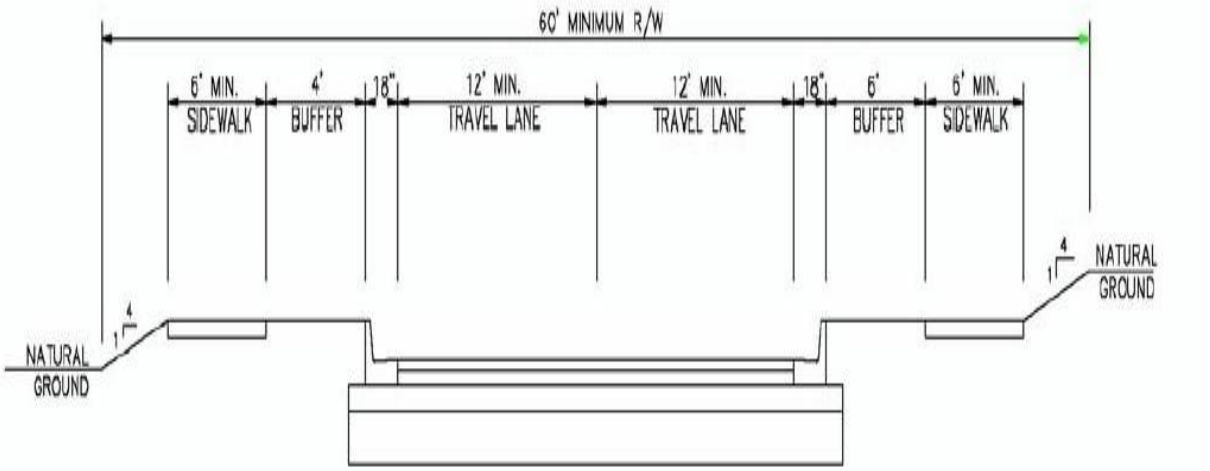
Fig. 20: Example High Intense Type- Retail Service

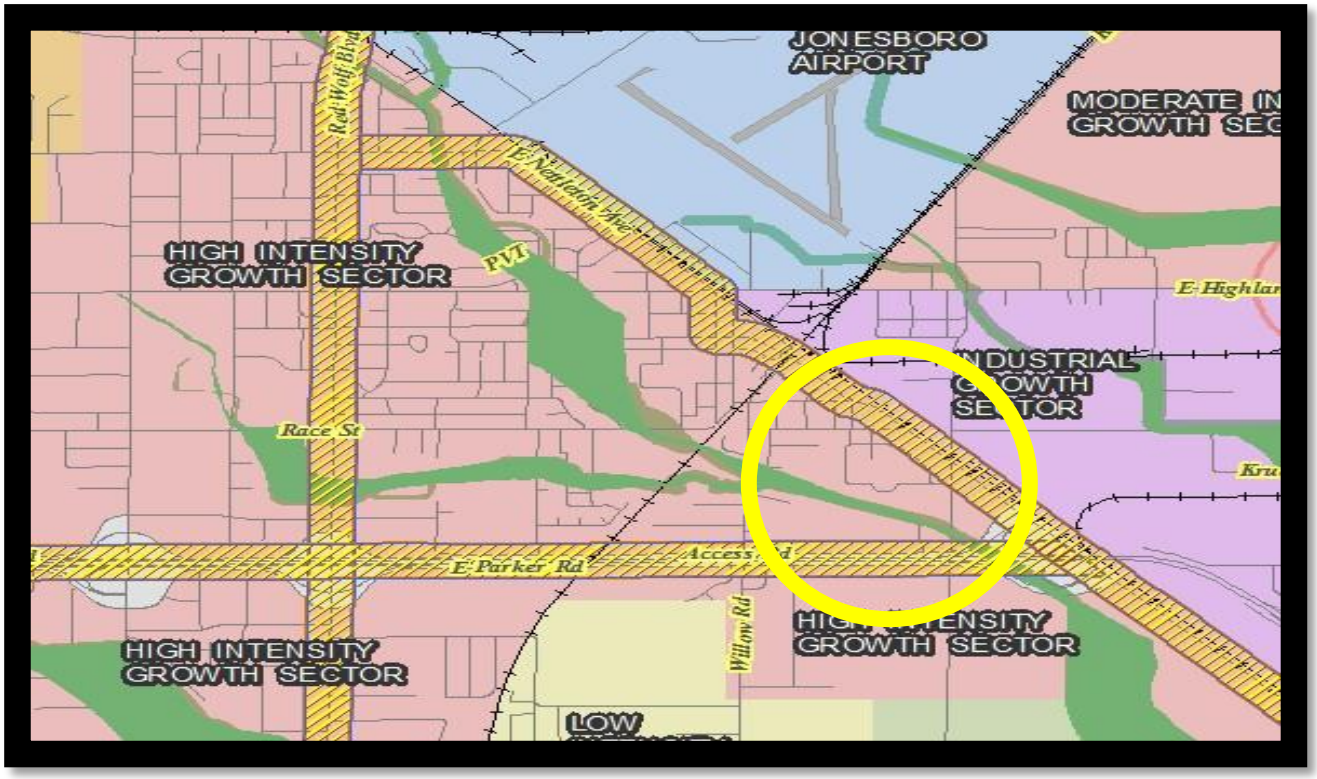
Fig. 21: Moderate High Type- Retail/Office

MASTER STREET PLAN/TRANSPORTATION

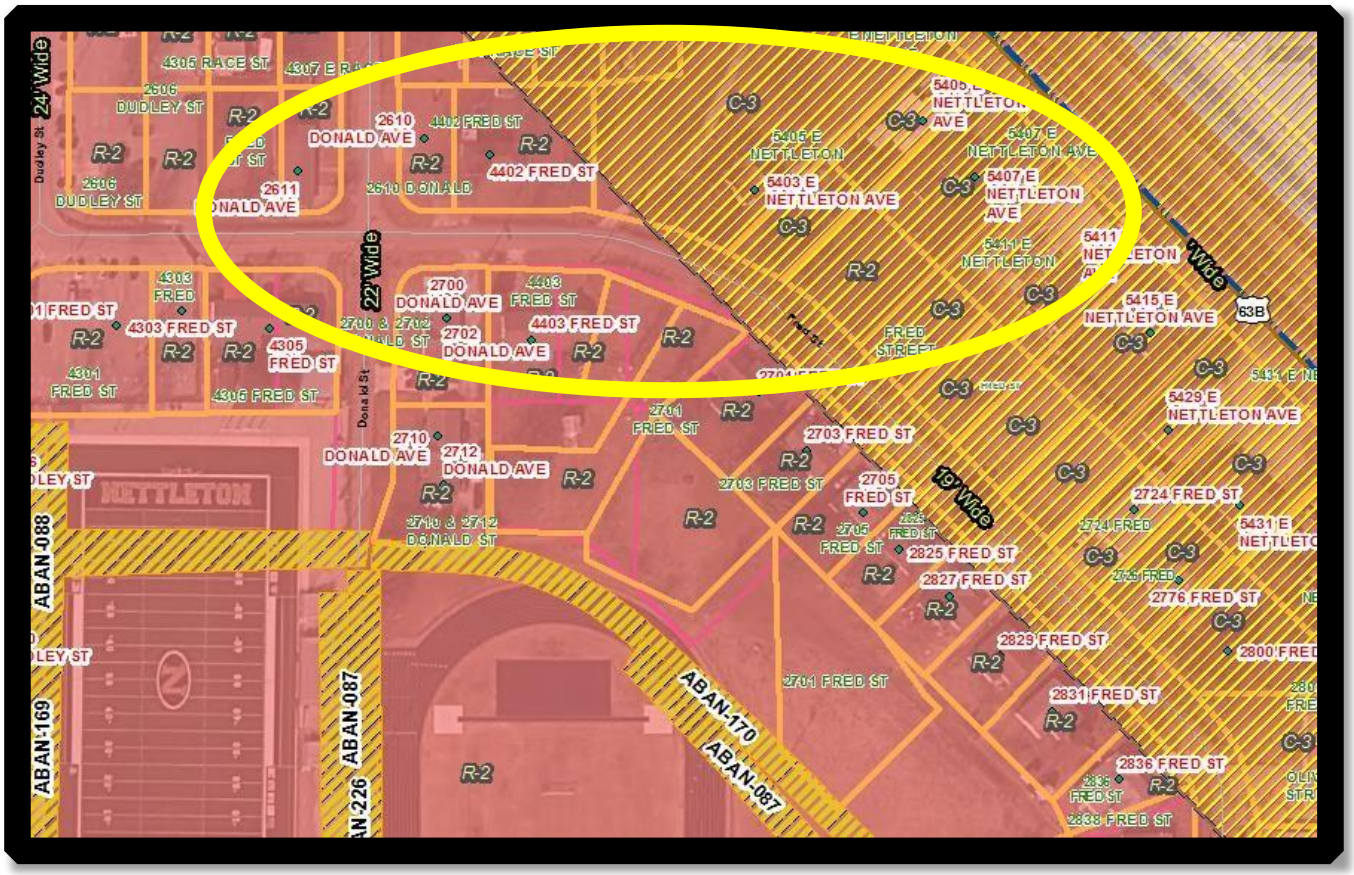
The subject site is served by Fred Street, which on the Master Street Plan is defined as a Local Street. The Local Street is 60 ft. standard right-of-way. The street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment as noted on the plat.

The Local Street Function is to provide to adjacent property. The movement of traffic is a secondary purpose. The use of the Local Street in a residential area by heavy trucks and buses should be minimized. The Design speed is 25 miles per hour. The lane width is 12 feet with the maximum centerline grade is 10 percent. The minimum stopping sight distance is 150 feet. Sidewalks are required on both sides of the streets.





Adopted Land Use Map



Aerial/Land Use Map

Aerial View

APPROVAL CRITERIA- CHAPTER 117 – AMENDMENTS

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	This area is classified as both High Intensity Growth Sector and Overlay Corridor. There are single-family homes in this area now.	✗
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117.	✓
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	The area surrounding already has a variety of single-family houses, duplexes, multi-family and commercial development. The developer wants to construct four single-family houses on this property.	✓
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	To build new single-family houses on this property, it needs to be rezoned. The Zoning now will not allow Single Family Houses.	✗
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	Minimal impact if rezoned.	✓
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned.	✓

STAFF FINDINGS

APPLICANT'S PURPOSE

The applicant would like to rezone this property so they can build four single-family houses on this development.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 Single Family Residential:

RS-7 Single-Family Residential District: This residential single-family classification allows single-family homes with a minimum 6,222 square foot lot required.

DEPARTMENTAL/AGENCY REVIEWS

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

APPLICANT: Carlos Wood stated he is representing the owners and the owners are present for any questions. We are wanting to rezone the south portion of the property they own. This property also touches Nettleton. We want to rezone the southern part of it to put four, single family residential homes on it.

COMMISSION: Lonnie Roberts Jr. asked, the part that fronts Nettleton will remain C-3?

APPLICANT: Carlos Wood stated that is correct.

COMMISSION: Lonnie Roberts Jr. asked for staff comments.

STAFF: Derrel Smith stated we have reviewed it and would recommend approval with the following stipulations:

1. **The proposed site shall satisfy all requirements of the city engineer, all requirements of the storm water drainage design manual and flood plain regulations regarding any new construction.**

2. **Any change of use shall be subject to planning commission approval in the future.**

3. **A final site plan illustrating compliance with site requirements that is required by ordinance for parking, signage, landscaping, fencing, sidewalks, buffering, etc. shall be submitted to the planning department prior to any redevelopment.**

COMMISSION: Lonnie Roberts Jr. asked for public input and there was none. He then asked for commissioner comment.

<u>COMMISSION ACTION:</u>

Mr. Jerry Reece made a motion to approve Case: RZ: 19-08, as submitted, to the City Council with the stipulations that were read by the Planning Department:

1. **The proposed site shall satisfy all requirements of the city engineer, all requirements of the storm water drainage design manual and flood plain regulations regarding any new construction.**

2. **Any change of use shall be subject to planning commission approval in the future.**

3. **A final site plan illustrating compliance with site requirements that is required by ordinance for parking, signage, landscaping, fencing, sidewalks, buffering, etc. shall be submitted to the planning department prior to any redevelopment.**

The MAPC find to rezone property from "C-3" General Commercial District to a "RS-7" Single Family Residential District with minimum 6,222 sq. ft. lot required. Motion was seconded by Mr. Jimmy Cooper.

Roll Call Vote: 6-0, Aye's: Jim Scurlock; Mary Margaret Jackson; David Handwork; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little

Absent: Dennis Zolper

*****

CONCLUSION

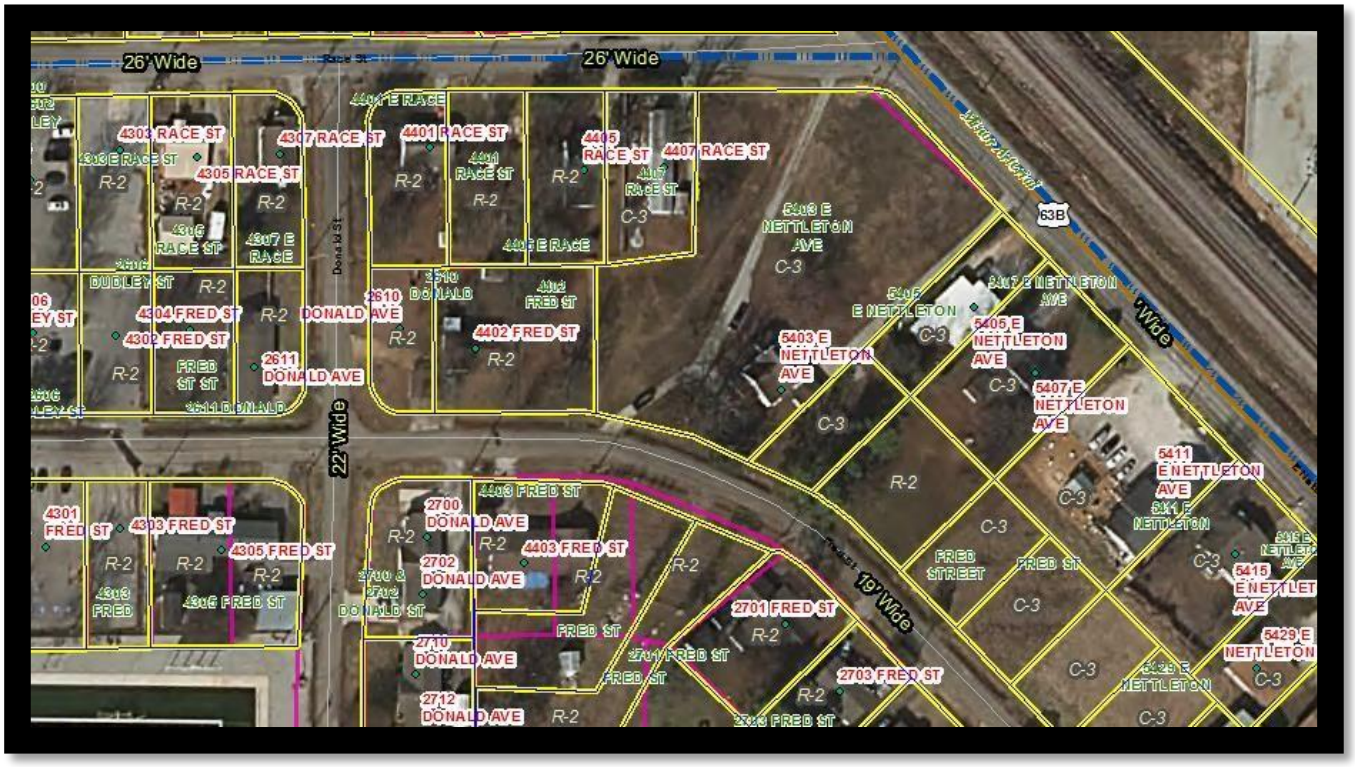
The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should the MAPC decide to approve based on the above observations and criteria of Case RZ 19-08, a request to rezone property from C-3 General Commercial District to RS-7 Single Family Residential District, subject to final site plan approval by the MAPC and the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. Any change of use shall be subject to Planning Commission approval in the future.
3. A final site plan illustrating compliance with site requirements that is required by ordinance for parking, signage, landscaping, fencing, sidewalks, buffering etc. shall be submitted to the Planning Department prior to any redevelopment.

Respectfully Submitted for Planning Commission Consideration,
The Planning Department
****

Sample Motion

I move that we place Case: RZ 19-08 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that changing the zoning of this property from C-3 General Commercial District to RS-7 Single-Family Residential District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the Planning Department in the future.


26' Wide
26' Wide
22' Wide
19' Wide
63B
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4305 RACE ST
4307 RACE ST
4401 RACE ST
4405 RACE ST
4407 RACE ST
4304 FRED ST
4302 FRED ST
4403 FRED ST
4402 FRED ST
2610 DONALD AVE
2611 DONALD AVE
2700 DONALD AVE
2702 DONALD AVE
2710 DONALD AVE
2712 DONALD AVE
2701 FRED ST
2703 FRED ST
5403 E NETTLETON AVE
5405 E NETTLETON AVE
5407 E NETTLETON AVE
5411 E NETTLETON AVE
5415 E NETTLETON AVE
5429 E NETTLETON
FRED ST
FRED STREET
C-3
R-2

NETTLETON
26' Wide
26' Wide
22' Wide
19' Wide
63B
4303 RACE ST
4305 RACE ST
4307 RACE ST
4401 RACE ST
4405 RACE ST
4407 RACE ST
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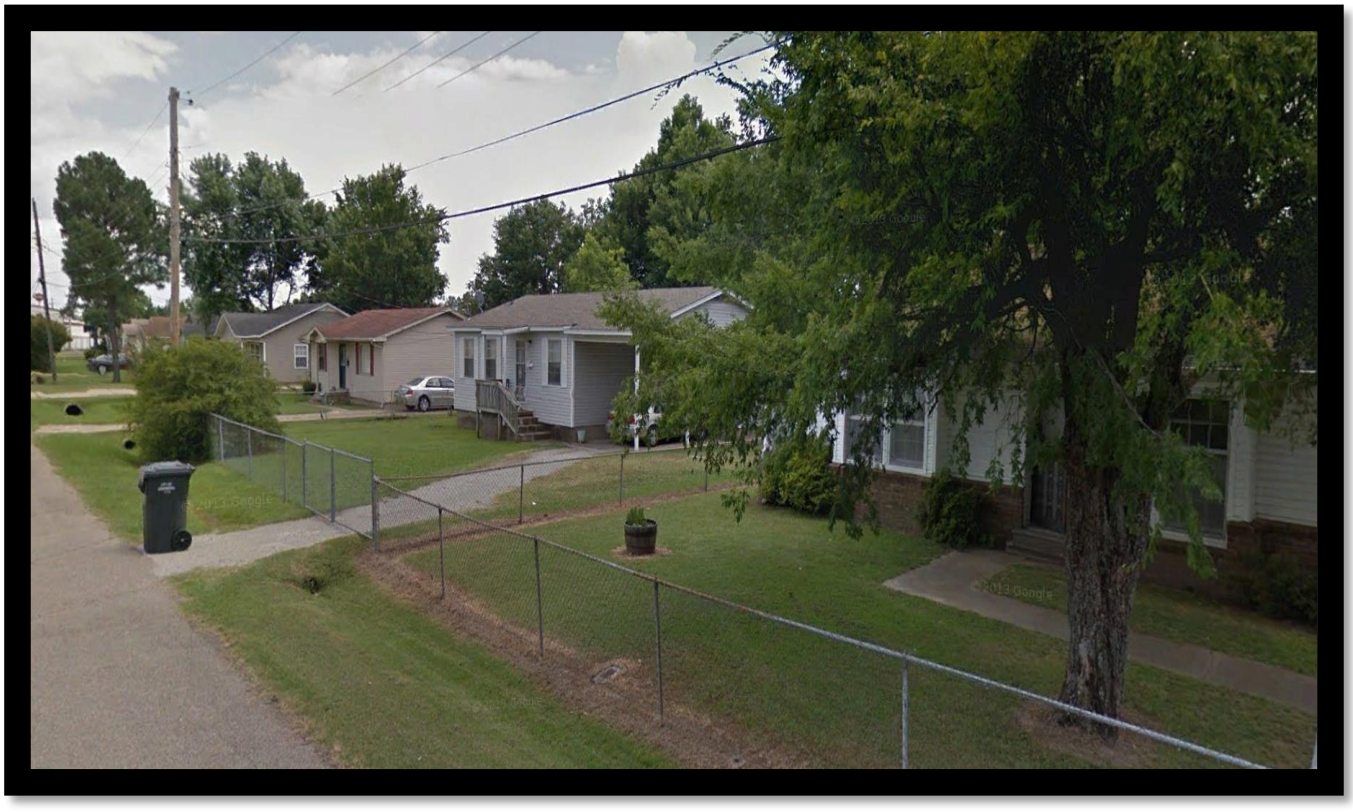
FRED ST
FRED STREET
C-3
R-2



Yes

Application for a Zoning Ordinance Map Amendment

Yes

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 5/17/19
Case Number: RZ 19-08

LOCATION:

Site Address: Fred Street - Part of Block 'D' of Dudley's Subdivision

Side of Street: N between Oliver and Donald

Quarter: NE/SE Section: 27 Township: 14N Range: 4E

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

SITE INFORMATION:

Existing Zoning: C-3 Proposed Zoning: RS-7

Size of site (square feet and acres): 33,541.27 sqft, 0.77 ac Street frontage (feet): 177

Existing Use of the Site: Residential house

Character and adequacy of adjoining streets: Asphalt

Does public water serve the site? Yes

If not, how would water service be provided?

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided?

Use of adjoining properties:

North: Vacant

South: Residential

East: Vacant

West: Residential

Physical characteristics of the site: Single residential house

Characteristics of the neighborhood: Residential along Fred Street

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

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

(1). How was the property zoned when the current owner purchased it? C-3

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? Replat into 4 residential lots.

(3). If rezoned, how would the property be developed and used? 4 residential lots

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

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?* Area is considered a redevelopment area.

(6). How would the proposed rezoning be the public interest and benefit the community? Would be similiar to surrounding area.

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

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? C-3 does not allow residential.

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

(10). How long has the property remained vacant? Not vacant

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

(12). If the rezoning is approved, when would development or redevelopment begin? Within a few months.

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

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

OWNERSHIP INFORMATION:

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

Owner of Record:

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

Name: Jerry Stephens

Address: 901 Somerset Lane

City, State: Jonesboro, Ar ZIP 72401

Telephone: 870-935-2718

Facsimile: _____

Signature: Jerry Stephens

Applicant:

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

•

_____

Name: _____

Address: _____

City, State: _____ ZIP _____

Telephone: _____

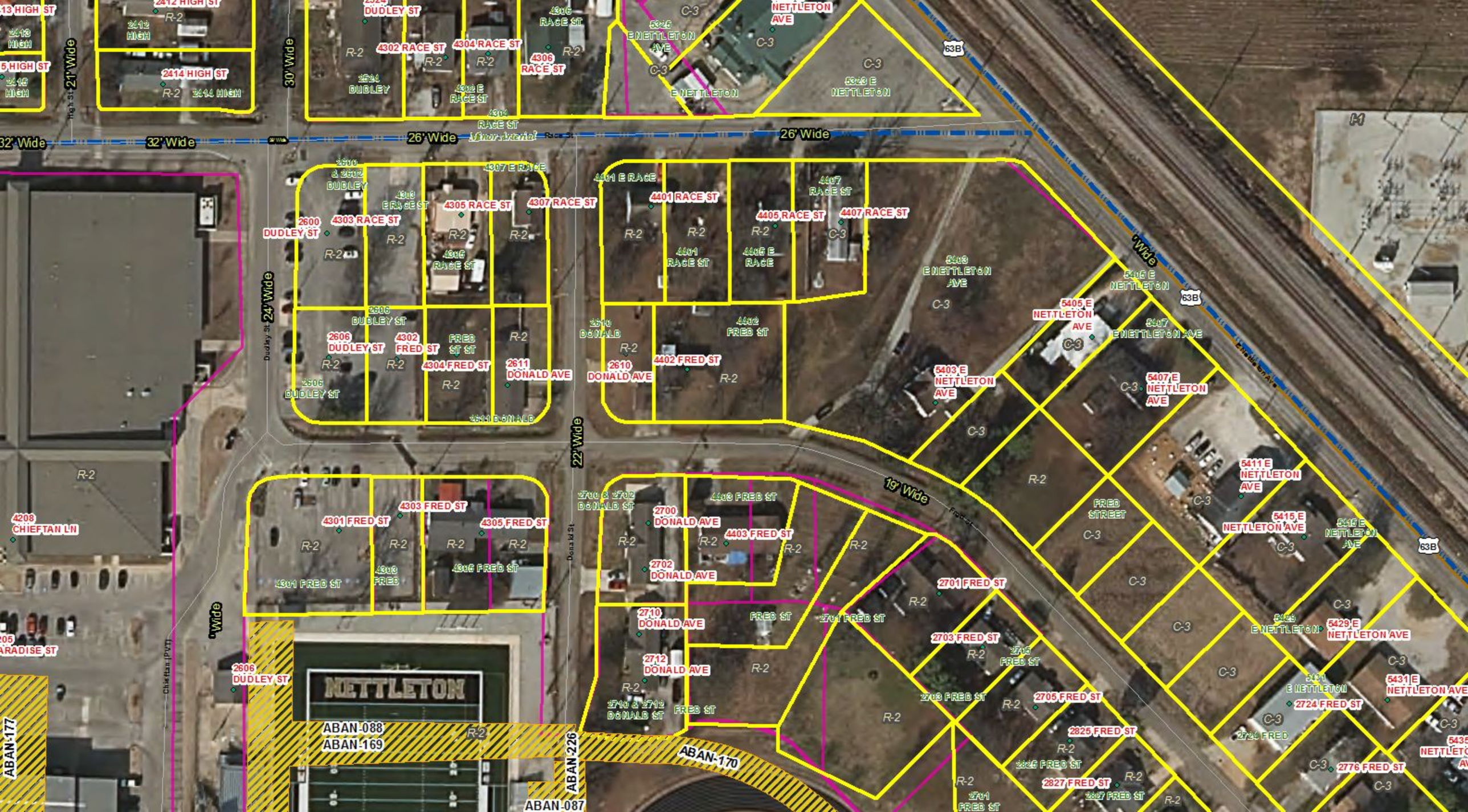
Facsimile: _____

Signature: _____

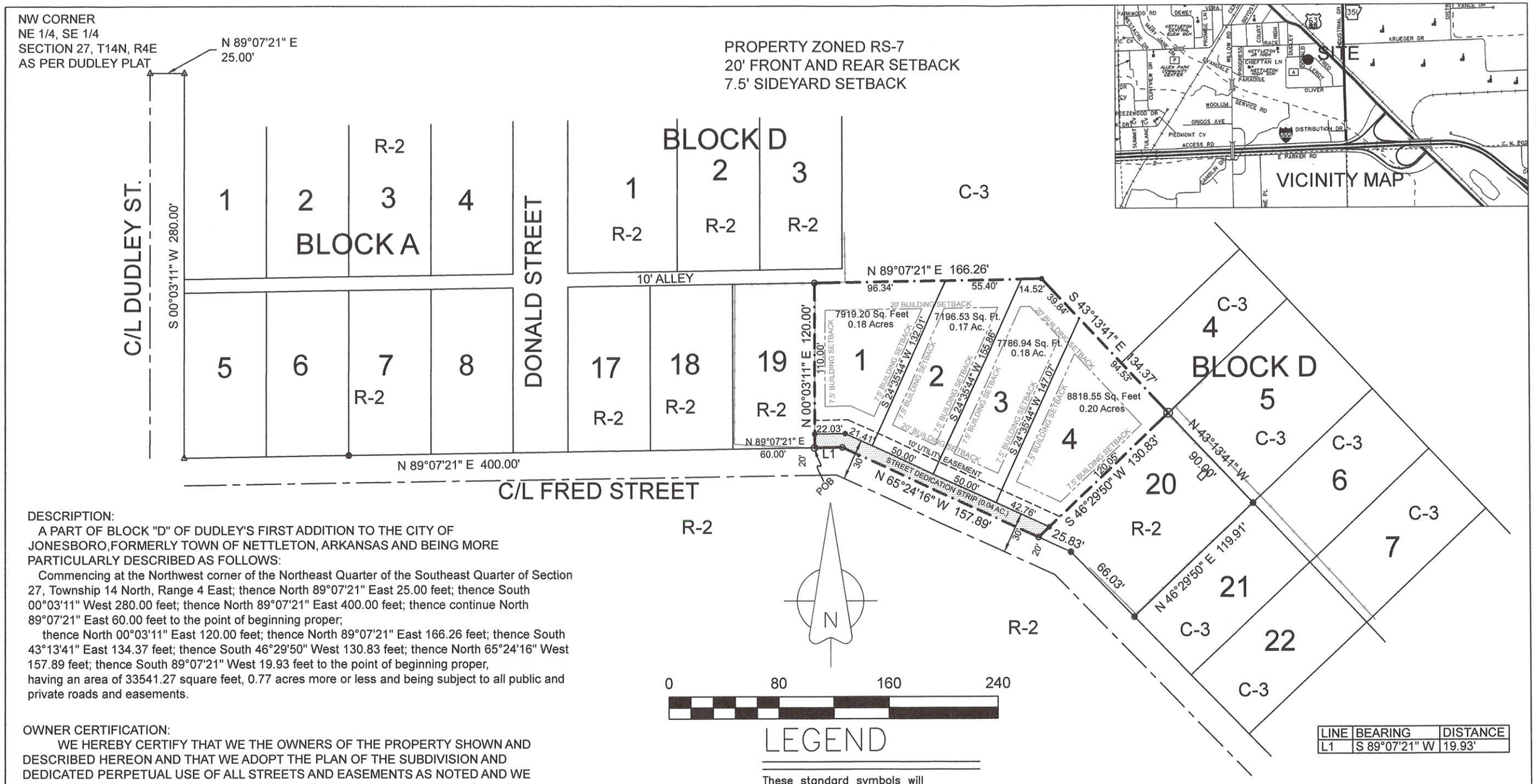
Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

29-Aug-03, Revised 14-3-2014


NETTLETON
ABAN-088
ABAN-169
ABAN-177
ABAN-226
ABAN-170
ABAN-087
32' Wide
26' Wide
24' Wide
22' Wide
21' Wide
30' Wide
19' Wide
4208 CHIEFTAN LN
2606 DUDLEY ST
2600 DUDLEY ST
4303 RACE ST
4305 RACE ST
4307 RACE ST
4401 RACE ST
4405 RACE ST
4407 RACE ST
4302 RACE ST
4304 RACE ST
4306 RACE ST
4301 FRED ST
4303 FRED ST
4305 FRED ST
2700 DONALD AVE
2702 DONALD AVE
2710 DONALD AVE
2712 DONALD AVE
2611 DONALD AVE
2610 DONALD AVE
2701 FRED ST
2703 FRED ST
2705 FRED ST
2724 FRED ST
2776 FRED ST
5403 E NETTLETON AVE
5405 E NETTLETON AVE
5407 E NETTLETON AVE
5411 E NETTLETON AVE
5415 E NETTLETON AVE
5429 E NETTLETON AVE
5431 E NETTLETON AVE
63B
R-2
C-3
M-1

Krueger Dr
Chieftan Ln
Donald St
Fred St
Fred St
463
Industrial Dr
NETTLETON
RAIDERS
E Nettleton Ave



1	2	3
5	6	7
17	18	19
1	2	3
4	5	6
7	20	21
22		

DESCRIPTION:
A PART OF BLOCK "D" OF DUDLEY'S FIRST ADDITION TO THE CITY OF JONESBORO,FORMERLY TOWN OF NETTLETON, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 4 East; thence North 89°07'21" East 25.00 feet; thence South 00°03'11" West 280.00 feet; thence North 89°07'21" East 400.00 feet; thence continue North 89°07'21" East 60.00 feet to the point of beginning proper;
thence North 00°03'11" East 120.00 feet; thence North 89°07'21" East 166.26 feet; thence South 43°13'41" East 134.37 feet; thence South 46°29'50" West 130.83 feet; thence North 65°24'16" West 157.89 feet; thence South 89°07'21" West 19.93 feet to the point of beginning proper, having an area of 33541.27 square feet, 0.77 acres more or less and being subject to all public and private roads and easements.

OWNER CERTIFICATION:
WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

_____ X MAxine Stephens

_____ Maxine Stephens

SURVEYORS NOTES:
1. BEARINGS ARE STATE PLANE GRID BEARINGS(NAD 83 DATUM)AS PER GPS OBSERVATION ON SITE DURING SURVEY AND ARE TO BE USE TO DEFINE THE GENERAL DIRECTION AND TRUE ANGLE AT THE INTERSECTION OF THE PROPERTY AND LAND LINES.
2. PROPERTY IS SUBJECT TO UTILITY SERVICES AND UNDERGROUND UTILITY LINES NOT LOCATED.

LINE	BEARING	DISTANCE
L1	S 89°07'21" W	19.93'

LEGEND

These standard symbols will be found in the drawing.

- FOUND CORNER AS NOTED
- SET 1/2" REBAR W/ CAP
- FD COTTON PICKER SPINDLE
- HIGHWAY RIGHT OF WAY MARKER
- FOUND REBAR
- CALCULATED CORNER
- FENCE LINE
- ELECTRIC
- SET PK NAIL
- POWER POLE

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. " D"
JONESBORO, ARKANSAS 72401

LYNN TURNER -BLOCK "D" REPLAT OF

A PART OF BLOCK "D" OF DUDLEY'S FIRST ADDITION TO THE CITY OF JONESBORO, (FORMERLY TOWN OF NETTLETON), ARKANSAS

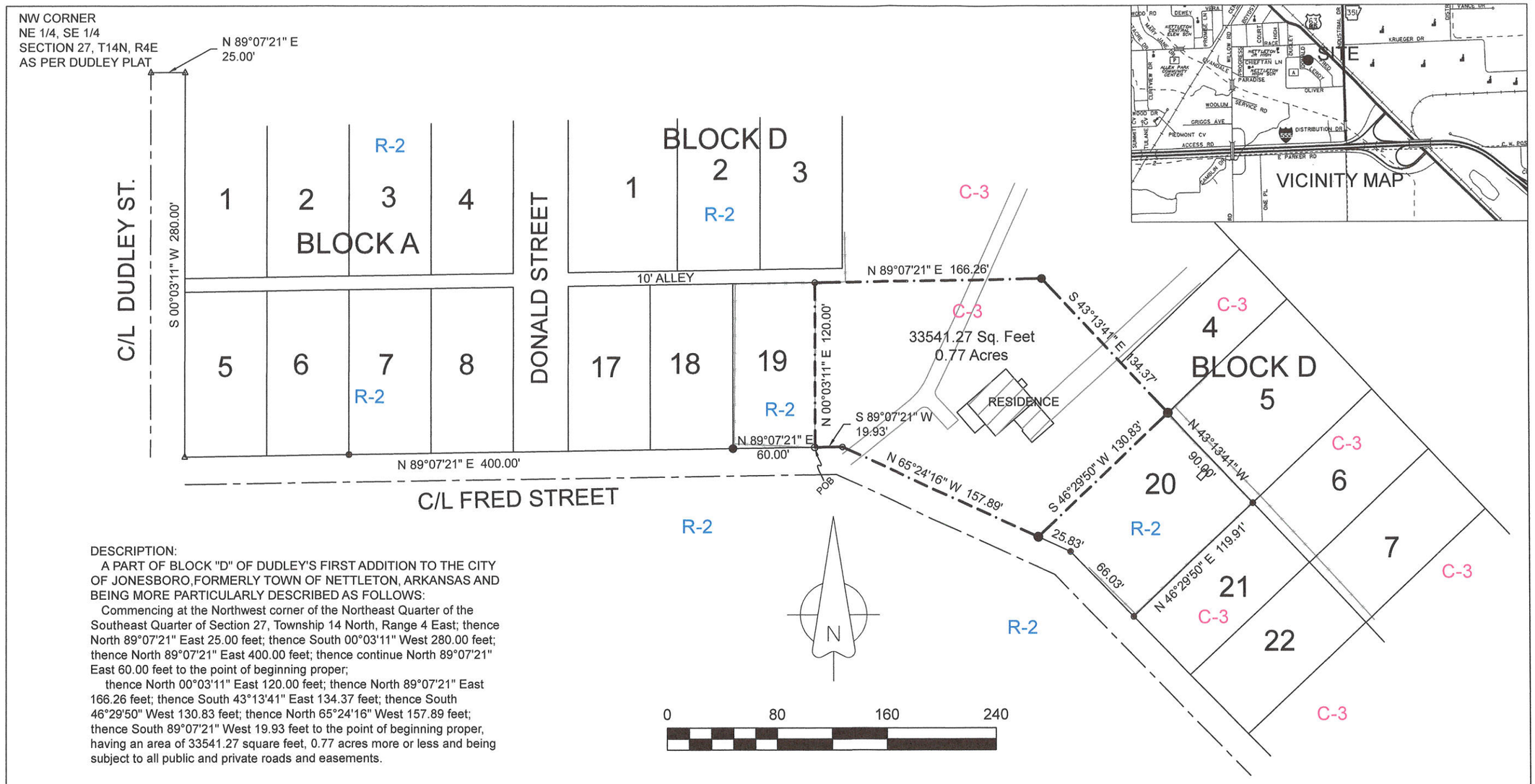
drawn: H. HIME
date: 5-14-2019
scale: 1" = 80'
client: LYNN TURNER

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
FAX: 870-972-1011
E-MAIL: hshime_butch@yahoo.com

CERTIFICATE OF AUTHORIZATION
H AND S HIME PROFESSIONAL SURVEYING SERVICES No. 1432 ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1432
SIGNATURE
HIME
HEREBY C.



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Maxine Stephens

Maxine Stephens

SURVEYORS NOTES:

1. BEARINGS ARE STATE PLANE GRID BEARINGS(NAD 83 DATUM)AS PER GPS OBSERVATION ON SITE DURING SURVEY AND ARE TO BE USE TO DEFINE THE GENERAL DIRECTION AND TRUE ANGLE AT THE INTERSECTION OF THE PROPERTY AND LAND LINES.
2. PROPERTY IS SUBJECT TO UTILITY SERVICES AND UNDERGROUND UTILITY LINES NOT LOCATED.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. " D"
JONESBORO, ARKANSAS 72401

REZONING PLAT

EXISTING ZONING -C-3
RS-7 REQUESTED

drawn: H. HIME
date: 5-14-2019
scale: 1" = 80'
client: LYNN TURNER

H&S HIME PROFESSIONAL
SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
FAX: 870-972-1011
E-MAIL: hshime_butch@yahoo.com

CERTIFICATE OF AUTHORIZATION
H AND S HIME PROFESSIONAL SURVEYING SERVICES
No. 1432
ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1442
SIGNATURE
BUTCH C. HIME

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:039	**Version:**	1	**Name:**	REZONING REQUEST FOR PROPERTY LOCATED AT 5307 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY RAJEEV KUMAR ON BEHALF OF SAI REAL ESTATE LLC
Type:	Ordinance			**Status:**	First Reading
File created:	6/27/2019			**In control:**	City Council
On agenda:	7/2/2019			**Final action:**	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 AGRICULTURAL DISTRICT TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 5307 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY RAJEEV KUMAR ON BEHALF OF SAI REAL ESTATE LLC				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Rezoning Plat (2).pdf Staff Summary - City Council RZ 19-09.pdf Application.pdf Pictures of Rezoning Sign.pdf Warranty Deed.pdf Rezoning Plat.pdf				

Date	Ver.	Action By	Action	Result

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 AGRICULTURAL DISTRICT TO I-1 LIMITED INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 5307 E. HIGHLAND DRIVE, JONESBORO, AR AS REQUESTED BY RAJEEV KUMAR ON BEHALF OF SAI REAL ESTATE LLC
AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1:

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

FROM: AG-1 Agricultural District

TO: I-1 Limited Industrial District

For the following described property:

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26 THENCE SOUTH 00º27'27" WEST 67.72 FEET; THENCE NORTH 89º20'24" EAST 800.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89º23'56" EAST 176.42 FEET; THENCE NORTH 89º05'33" EAST 326.32 FEET; THENCE SOUTH 00º38'05" EAST 230.23 FEET; THENCE SOUTH 00º31'47" WEST 888.58 FEET; THENCE SOUTH 88º04'15" WEST 501.24 FEET; THENCE NORTH 00º27'20" EAST 878.80 FEET; THENCE NORTH 00º28'05" EAST 249.85 FEET TO THE POINT OF BEGINNING PROPER, HAVING AN AREA OF 563,457.1 SQUARE FEET, 12.93 ACRES MORE OR LESS, BEING SUBJECT TO ALL PUBLIC AND PRIVATE ROADS AND EASEMENTS.

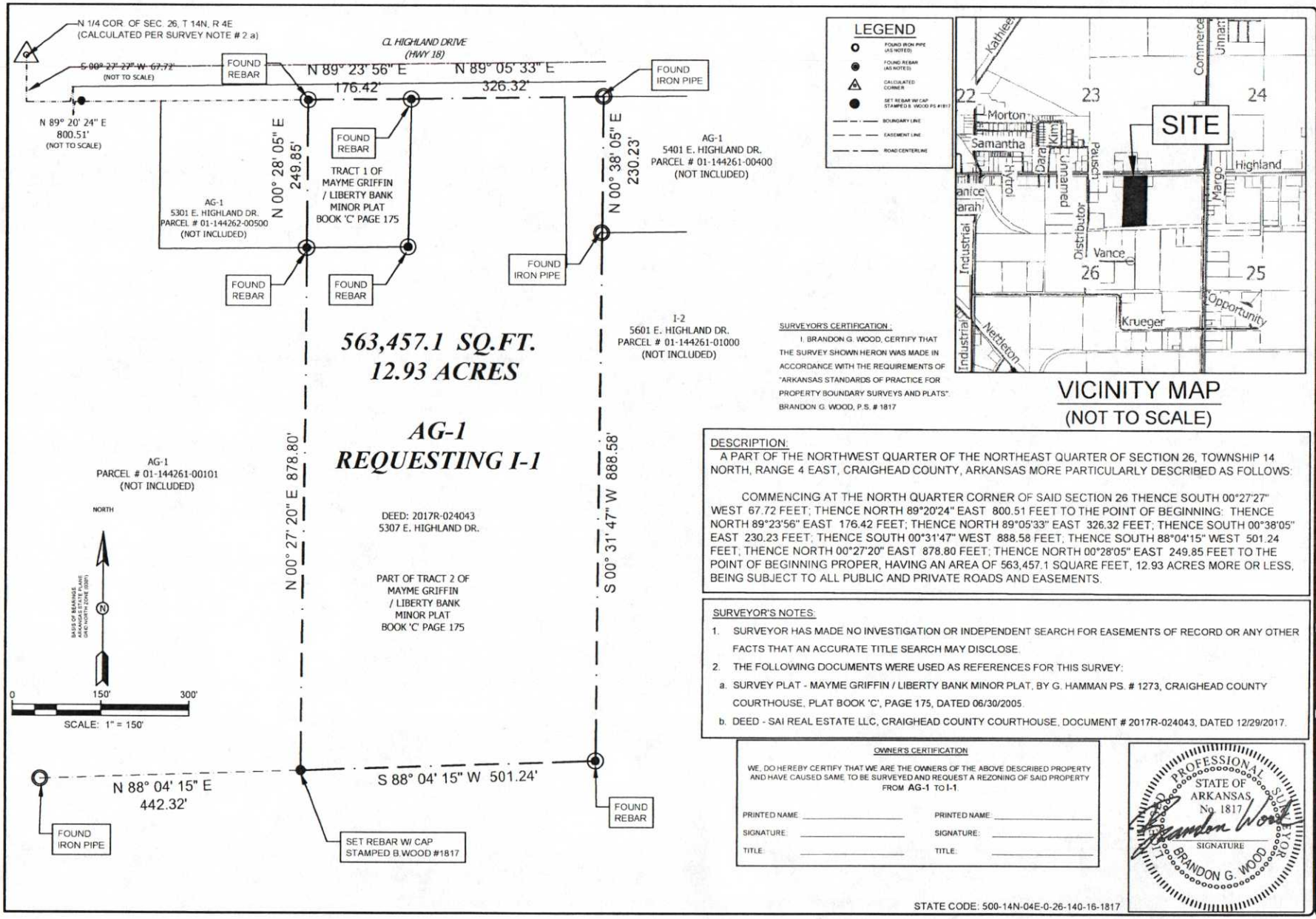
SECTION 2:

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

SECTION 3:

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

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



LEGEND

- FOUND IRON PIPE (AS NOTED)
- FOUND REBAR (AS NOTED)
- CALCULATED CORNER
- SET REBAR W/ CAP STAMPED B. WOOD PS #1817
- BOUNDARY LINE
- EASEMENT LINE
- ROAD CENTERLINE

VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION:

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS". BRANDON G. WOOD, P.S. # 1817

DESCRIPTION:

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

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SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
   a. SURVEY PLAT - MAYME GRIFFIN / LIBERTY BANK MINOR PLAT, BY G. HAMMAN PS. # 1273, CRAIGHEAD COUNTY COURTHOUSE, PLAT BOOK 'C', PAGE 175, DATED 06/30/2005.
   b. DEED - SAI REAL ESTATE LLC, CRAIGHEAD COUNTY COURTHOUSE, DOCUMENT # 2017R-024043, DATED 12/29/2017.

OWNER'S CERTIFICATION

WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED SAME TO BE SURVEYED AND REQUEST A REZONING OF SAID PROPERTY FROM **AG-1** TO **I-1**.

PRINTED NAME: _____ PRINTED NAME: _____
SIGNATURE: _____ SIGNATURE: _____
TITLE: _____ TITLE: _____

PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 1817
Brandon Wood
SIGNATURE
BRANDON G. WOOD

STATE CODE: 500-14N-04E-0-26-140-16-1817

BRANDON G. WOOD
ARKANSAS SURVEYOR
1817

REZONING PLAT: AG-1 REQUESTING I-1
TRACT 1 & PART OF TRACT 2 OF
MAYME GRIFFIN / LIBERTY BANK MINOR PLAT
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
CLIENT: SAI REAL ESTATE, LLC

DATE: 4/27/19
REV:
DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING
112 CR 1625
BROOKLAND, AR 72417
PH: (870) 930-7504
FAX: (870) 972-0027
EMAIL: BWOOD@BWOODENGINEERING.COM
WWW.BWOODENGINEERING.COM

City of Jonesboro ARKANSAS

City of Jonesboro Metropolitan Area Planning Commission

Staff Report _ RZ 19-09: 5307 E. Highland

Municipal Center - 300 S. Church St.

For Consideration by the Commission on June 11, 2019

REQUEST: To consider a rezoning of one tract of land containing 12.9 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from "AG-1" Agricultural District to "I-1" Limited Industrial District.

APPLICANTS/ OWNER: SAI Real Estate, LLC, 3320 Flemon Road, Jonesboro, AR 72401

LOCATION: **5307 E. Highland**, Jonesboro, AR 72401

SITE DESCRIPTION:
Tract Size: Approx.: 12.9 **Acres**
Street Frontage: **502.74 +/- Moore Road**
Topography: Predominately Flat
Existing Development: Agricultural and House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	AG-1 Agricultural, R-2 Residential and I-1 Limit Industrial
South	I-2 General Industrial District
East	I-2 General Industrial District
West	I-2 General Industrial District, C-3 LUO – General Commercial, and I-1 Limited Industrial

HISTORY: Agricultural / Existing House

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP:
The Current/Future Land Use Map recommends this location as Heavy Industrial with Special Overlay District. These areas are located in close proximity to the major transportation corridors, and should generally be buffered from surrounding development by transitional uses or landscape areas that increase in size as development intensity increases. Heavy Industrial centers may require larger sites because activities are not confined entirely to buildings. Conveyor Belts, holding tanks, smoke stacks, or outdoor storage all may be present in a heavy industrial center.

INDUSTRIAL-RECOMMENDED USE TYPES INCLUDE:

- Large-Scale Manufacturing
- Production Concerns
- Assembly and Processing
- Regional Warehousing
- Distribution
- Bulk Storage
- Utilities

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

Highland is designated from the East city limits to Red Wolf. The overlay area runs along the street and adjacent to the street for distance of 300 feet from the street right-of way. If a portion of the property falls within the boundary of the overlay area, the whole property will be held to the requirements of the overlay area.

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

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

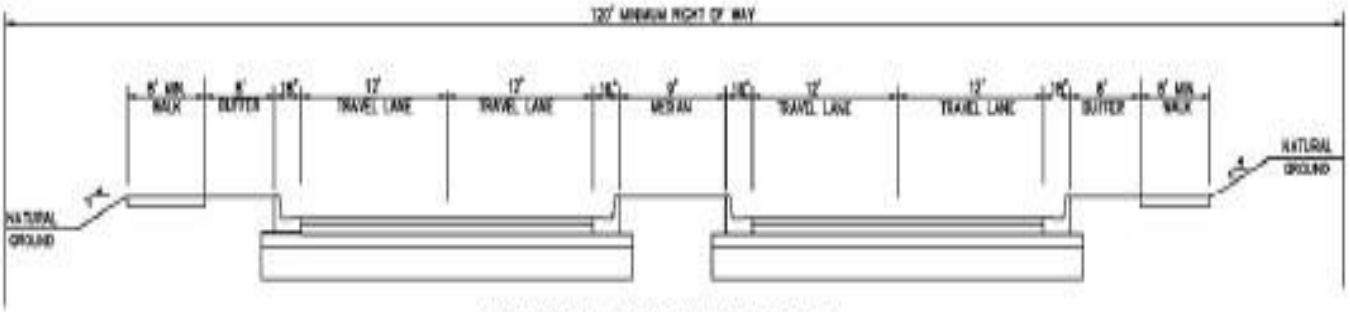
Design Requirements: All new buildings within the Overlay District shall be required to exterior features of at least 80% brick, wood or stone. Glass, architectural metals and stucco should only be used as accent features for the building. If parking lots are located in the front of the buildings, they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

MASTER STREET PLAN/TRANSPORTATION

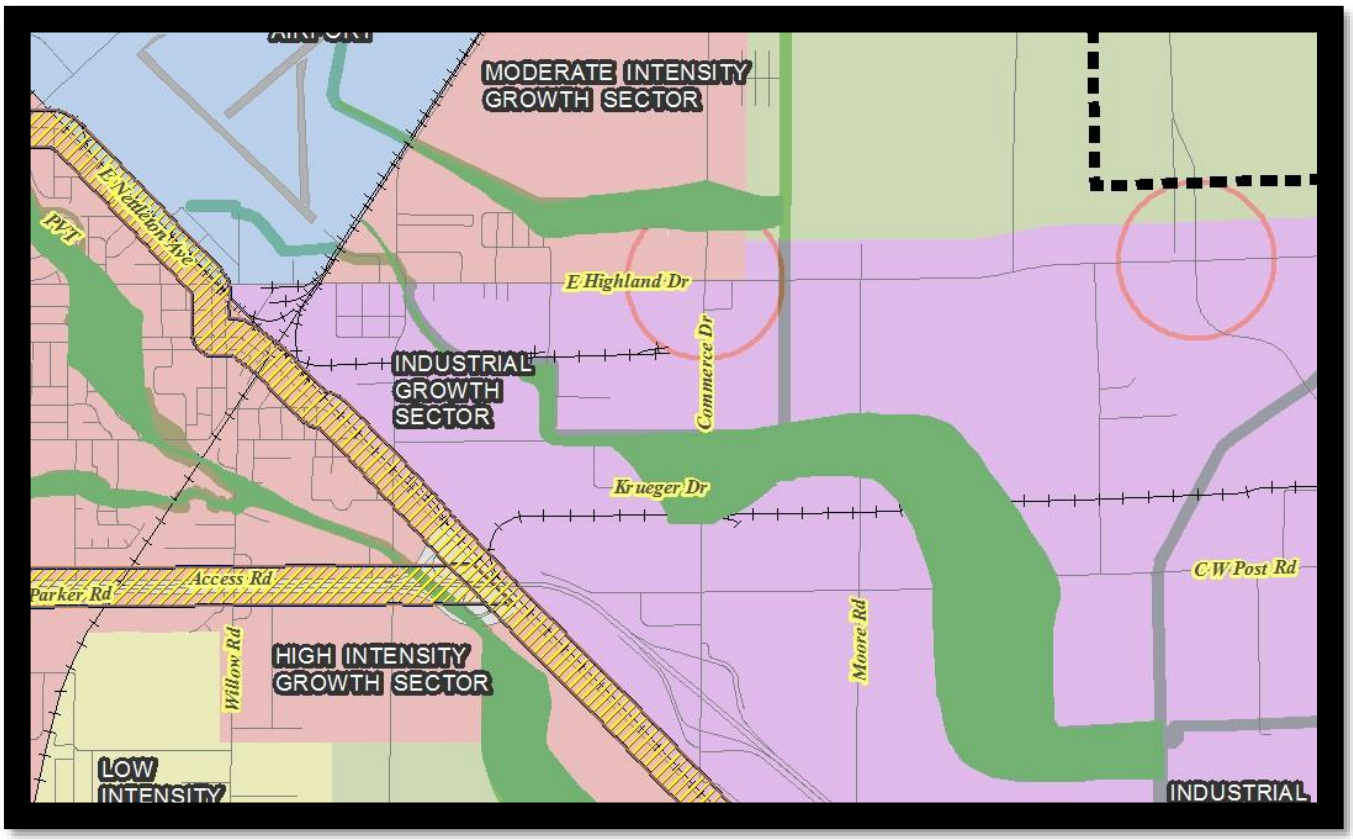
The subject site is served by Highland Drive, which on the Master Street Plan is defined as a Principal Arterial Street. The Principal Arterial Street is 120 ft standard right-of-way. The street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment as noted on the plat.

The Principal Arterial Street provides both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct acc3ess to adjacent land. Traffic management techniques used to maintain a high level of traffic capacity on these roadways include the use of medians, restricting curb cuts per some spacing policy, and limiting the use of traffic signals to the intersection with other significant roadways.

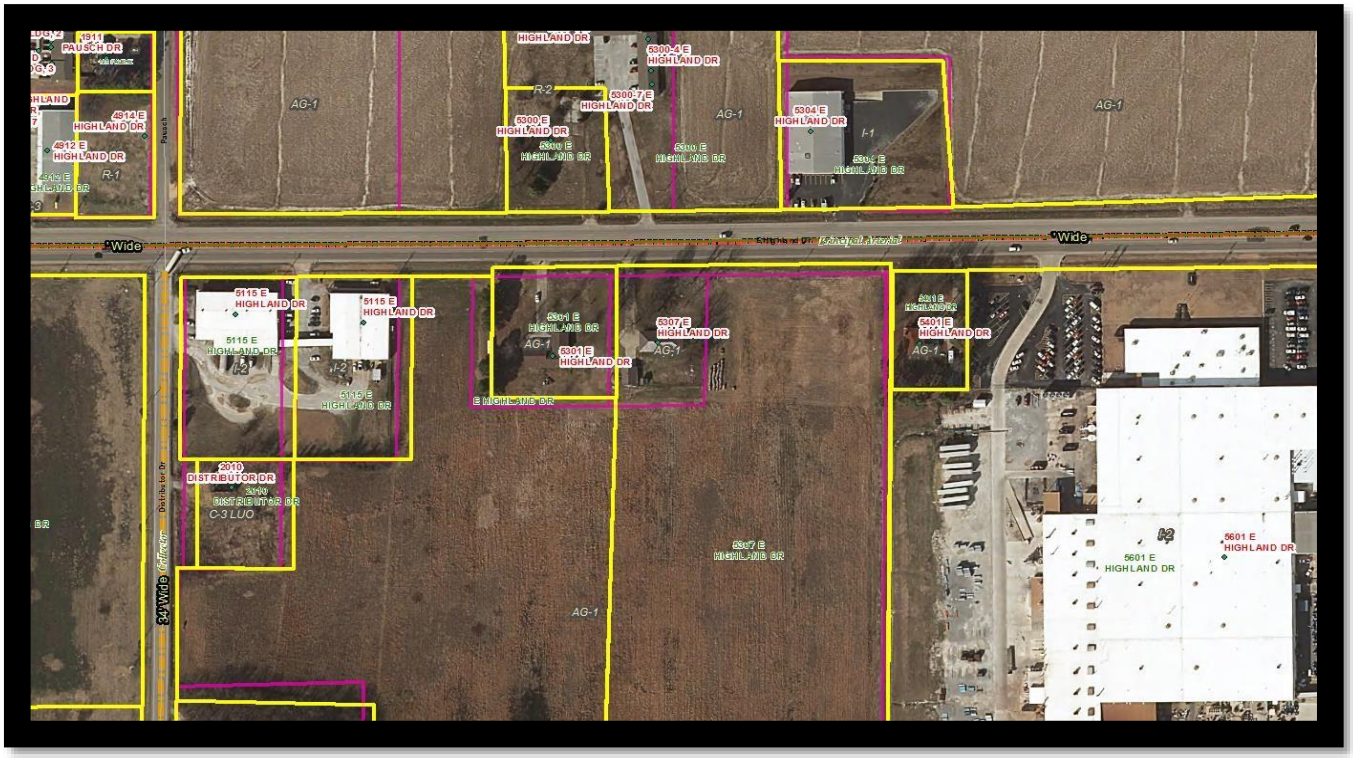
The Principal Arterial Street has a speed limit of 45 mph. The also services volumes of 7,000 to 27,000 cars a day. Sidewalks are required on both sides of the street. This also has deceleration lanes that are required for the Principal Arterial Street.



PRINCIPAL ARTERIAL W/MEDIAN



Adopted Land Use Map



Aerial/Zoning Map

E Highland Dr
Highland Dr
43
5307 E Highland Dr
Commerce Dr
Margo Ln
Mildred Dr
Dr Stratton Dr
Park Dr
Dana Dr
Kendall St
Hall St

Aerial Map

APPROVAL CRITERIA- CHAPTER 117 - AMENDMENTS

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed I-1 Limited Industrial District rezoning is consistent with the Future Land Use Plan. The Property would be developed by constructing a Service Station and Storage Buildings.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all I-1 District standards and the overlay districts.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This is adjacent to Industrial core and the proposed uses would complement said district as noted.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	This zoning is "AG-1" Agriculture District. Industrial is not allowed in the Agriculture District.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	The proposed uses are said to compliment and increase curb appeal to the area. This will fit in with the surrounding development. No detrimental or adverse impacts are predicted. The elements will be taken care of thru the development site plan with the appropriate departments.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned due to the fact that businesses and industrial currently exist or did as of recent. The elements will be taken care of thru the development site plan with the appropriate departments.	

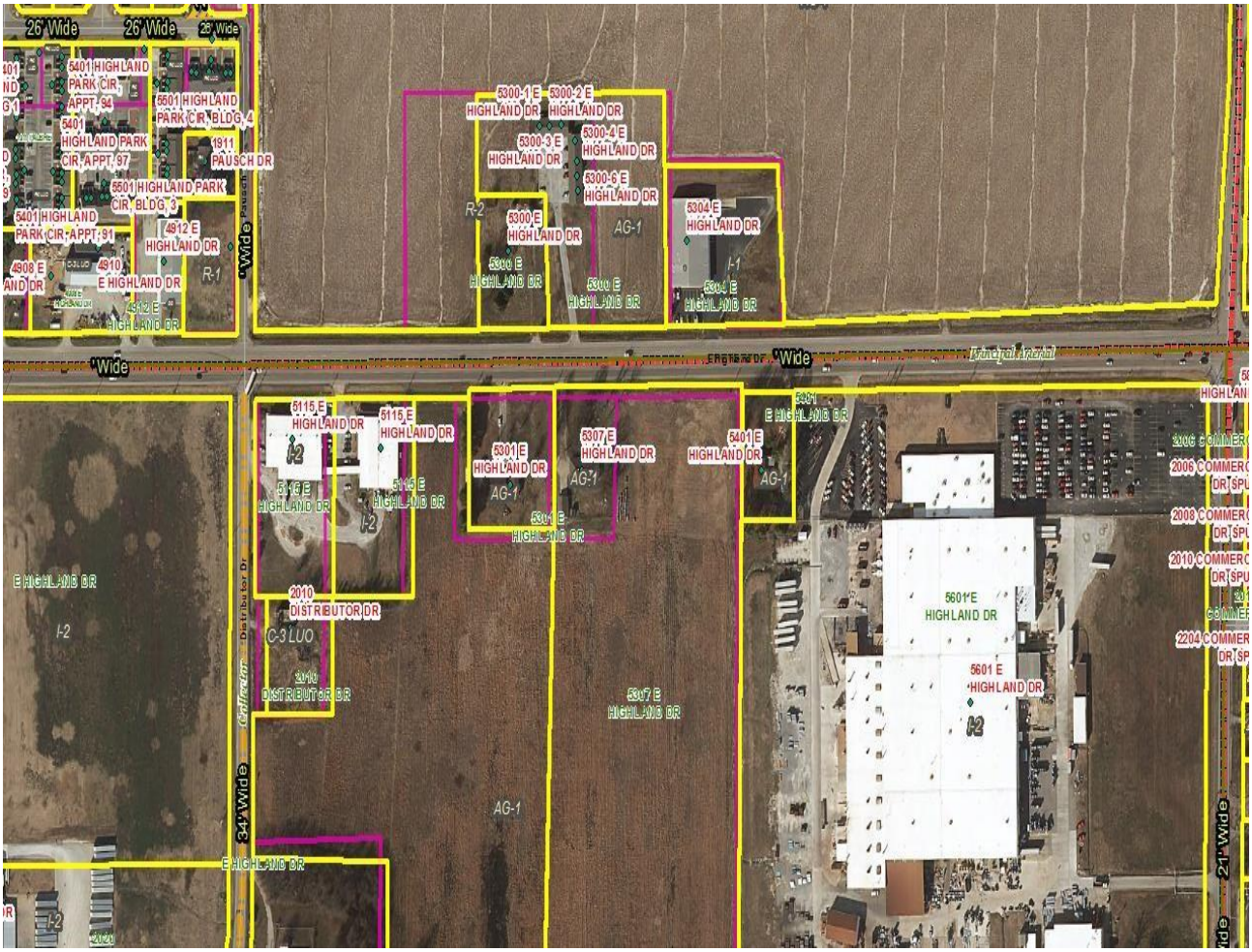
STAFF FINDINGS

Applicant's Purpose

The Applicant's purpose is to rezone this to Industrial. The Applicant wants to construct a service station and storage buildings.

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

Definition: I-1, Limited Industrial District. The Industrial Zoning districts are intended to provide for the development of light to heavy industrial uses and their related facilities. Certain commercial and other complementary uses are also permitted. Appropriate standards for this district are designed to ensure compatibility with other similar uses and to minimize any conflicts with nonindustrial uses located in close proximity to industrial uses. This district is to accommodate freight terminals, warehousing, wholesaling, packaging, storage, fabrication, display and such limited manufacturing as does not create a nuisance for residential and commercial neighbors. Certain Commercial uses are also permitted. Suitable transportation facilities are a necessity to this district.



View of Larger Area Showing Current Zoning

DEPARTMENTAL/AGENCY REVIEWS:

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 11, 2019

****

SAI Real Estate, LLC is requesting MAPC Approval for a Rezoning from AG-1 Agricultural District to I-1 Limited Industrial District for 12.90 Acres +/- of land located at 5307 E. Highland Drive.

APPLICANT: Jim Grambling from SAI Real Estate, LLC stated this property is right next to Thomas & Betts. It is currently zoned AG-1. We're asking for I-1 for the purpose of putting some mini-storage units and a service station. If this is approved, full disclosure, my client will probably be back asking for a conditional use for a convenience store, but we also recognize that this is the overlay district so those requirements may or may not change that. For now, we're just asking for the rezoning to I-1.

COMMISSION: Lonnie Roberts Jr. asked for staff comments.

STAFF: Derrel Smith stated this does follow our growth map. We would recommend approval with the following stipulations:

1. **That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**

2. **A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**

3. **A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the Planning Department prior to any redevelopment.**

4. **This property is along Highland Drive, which is in the overlay district. This will require additional buffers, design elements, landscaping and signage**

COMMISSION: Lonnie Roberts Jr. asked for public input. He then asked for commissioner comment.

PUBLIC: No public comments.

<u>COMMISSION ACTION:</u>

Mr. Jimmy Cooper made a motion to approve Case: RZ: 19-09, as submitted, to the City Council with the stipulations that were read by the Planning Department :

1. **That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**

2. **A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**
3. **A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the Planning Department prior to any redevelopment.**
4. **This property is along Highland Drive, which is in the overlay district. This will require additional buffers, design elements, landscaping and signage.**

The MAPC find to rezone property from "R-1" Single Family Residential District to a "I-1" Limited Industrial District for .498 +/- acres of land. Motion was seconded by Mr. Jim Little.

Roll Call Vote: 6-0, Aye's: Jim Scurlock; David Handwork; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little

Absent: Mary Margaret Jackson and Dennis Zolper

*****

CONCLUSION:
The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 09-05, a request to rezone property from "AG-1" Agricultural District to "I-1" Limited Industrial District, subject to final site plan approval by the MAPC subject to the following:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the Planning Department prior to any redevelopment.
4. This property is along Highland Drive, which is in the overlay district. This will require additional buffers, design elements, landscaping and signage.

Respectfully Submitted for MAPC Consideration,
The Planning Staff

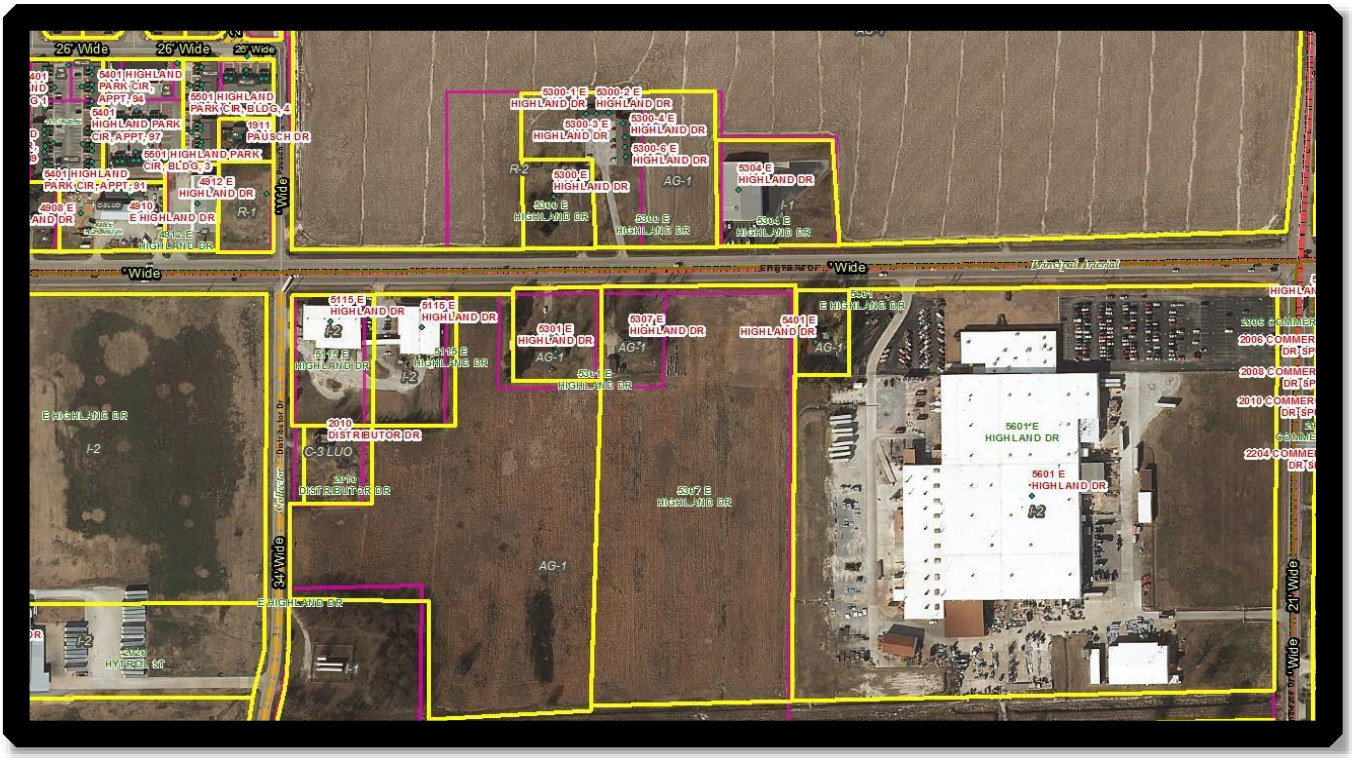
****

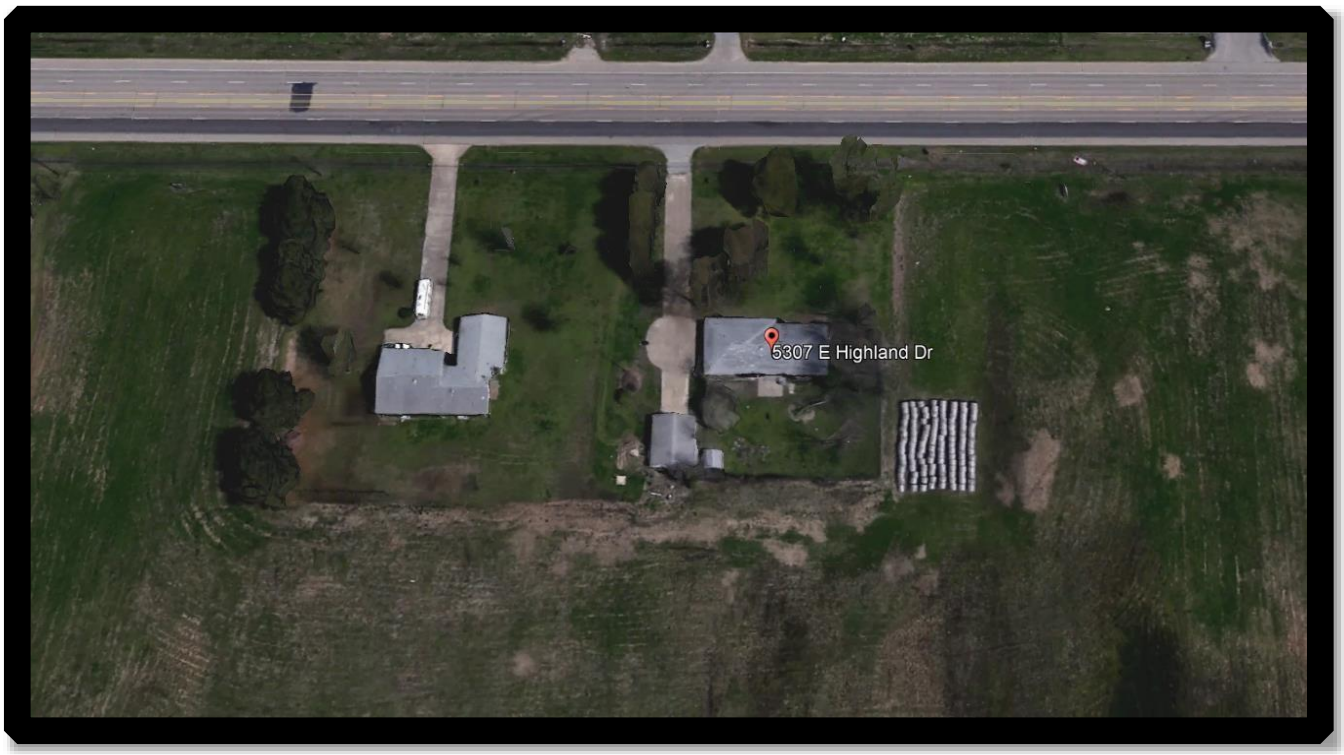
Sample Motion:

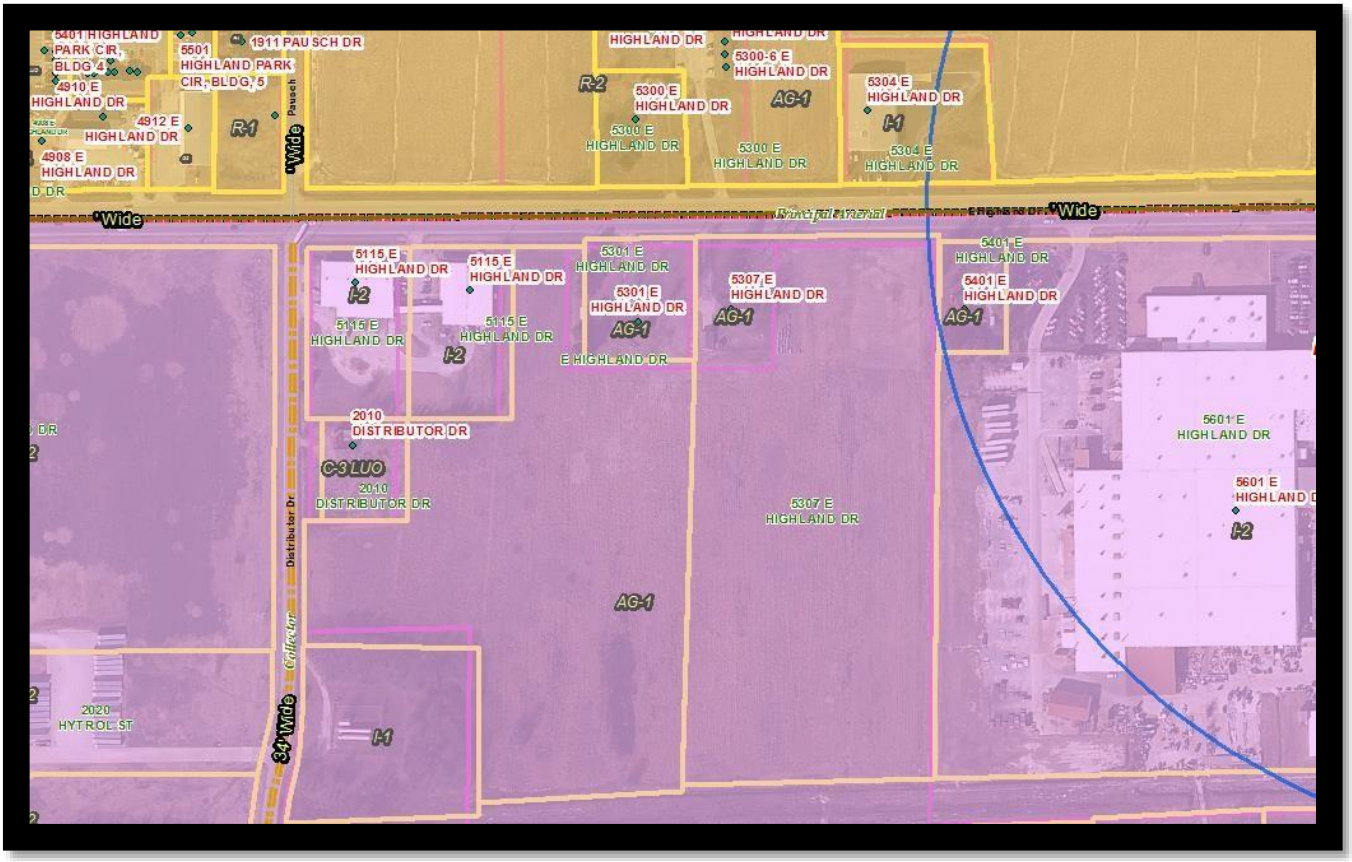
I move that we place Case: RZ-19-05 on the floor for consideration of recommendation by the MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "AG-1" Agricultural District to"I-1" Limited Industrial District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the Planning Staff in the future.

.

Pictures of Area






5401 HIGHLAND PARK CIR BLDG 4
5501 HIGHLAND PARK CIR BLDG 5
1911 PAUSCH DR
4910 E HIGHLAND DR
4912 E HIGHLAND DR
4908 E HIGHLAND DR
R-1
Pausch
Wide
HIGHLAND DR
5300-6 E HIGHLAND DR
R-2
5300 E HIGHLAND DR
AG-1
5304 E HIGHLAND DR
I-1
Principal Arterial
E Highland Dr
5115 E HIGHLAND DR
I-2
5301 E HIGHLAND DR
5307 E HIGHLAND DR
5401 E HIGHLAND DR
2010 DISTRIBUTOR DR
C-3 LUO
Distributor Dr
Collector
34' Wide
2020 HYTROL ST
5601 E HIGHLAND DR
5307 E HIGHLAND DR

5307 E Highland Dr
Highland Dr
E Highland Dr
Distributor Dr
Commerce Dr
43
Hytrol St
Amanda St
Samantha A
Highland Park Cir
Hart St
Kim

© 2019 Google

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 6/11/19 Date Received: 5/17/19
Meeting Deadline: 5/17/19 Case Number: RZ19-09

LOCATION:

Site Address: 5307 E. Highland Drive

Side of Street: S between Distributor and Commerce

Quarter: NW of NE Section: 26 Township: 14 N Range: 4 E

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

SITE INFORMATION:

Existing Zoning: AG-1 Proposed Zoning: I-1

Size of site (square feet and acres): 563,457 ft² 12.9 Acres Street frontage (feet): _____

Existing Use of the Site: Single family residential house & agriculture

Character and adequacy of adjoining streets: Asphalt - 5 lane state highway

Does public water serve the site? Yes Water main is along front property line.

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Sewer main is on opposite side of Highland Drive

If not, how would sewer service be provided? _____

Use of adjoining properties:

North: Industrial & agriculture

South: Industrial

East: Single family residence & industrial facility

West: Agriculture

Physical characteristics of the site: Flat terrain, open, previously agriculture field.

Characteristics of the neighborhood: industrial

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

REZONING INFORMATION:

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

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

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? Commercial development for storage units and service station.

(3). If rezoned, how would the property be developed and used? Service station & storage buildings.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? 250 storage units.

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?* Yes. Land use plan has this area as Industrial Growth Sector.

(6). How would the proposed rezoning be the public interest and benefit the community? The proposed rezoning is the highest and best use of the land, which is not suitable for agriculture, and would serve existing needs.

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? The surrounding area is highly industrialized and the proposed rezoning is entirely consistent with its surroundings.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Given the adjacent properties and uses, it is not feasible to use the existing property for agriculture.

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. There would be no adverse affect on nearby property value, traffic, drainage or any other aspect.

(10). How long has the property remained vacant? Indefinite as far as the applicant's knowledge and belief.

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The proposed rezoning would not place undue additional burden on utilities, streets, drainage, and city services.

(12). If the rezoning is approved, when would development or redevelopment begin? Estimated Fall 2019

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* *No meeting was held due to the industrial/commercial nature of the surrounding property.*

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

OWNERSHIP INFORMATION:

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

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

Name: SAI Real Estate LLC

Address: 3320 Flemon Road

City, State: Jonesboro, AR ZIP 72404

Telephone: 870 206 3201

Facsimile: _____

Signature: Rajeev Kumar

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

Name: _____

Address: _____

City, State: _____ ZIP _____

Telephone: _____

Facsimile: _____

Signature: _____

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

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

PROPERTY

CLERK OF CIRCUIT COURT SEAL CRAIGHEAD COUNTY ARKANSAS

2017R-024043
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
12/29/2017 11:39:34 AM
FEE: 25.00
PAGES: 3
JAMIE HUNNICUTT

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **Infinity Holdings, LLC**, for and in consideration of the sum of **$387,232.00**, and other good and valuable considerations to the company in hand paid by the **Grantee** herein, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **SAI Real Estate LLC,** and unto **its successors** and assigns forever, the following described land situated in the County of **Craighead**, State of Arkansas, to-wit:

Tract 1: Tract 1 of Mayme Griffin/Liberty Bank Minor Plat of Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 14 North, Range 4 East, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "C" page 175 at Jonesboro, Arkansas, and subject to easements as shown on recorded plat.

Tract 2: A part of Tract 2 of Mayme Griffin/Liberty Bank Minor Plat of Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 14 North, Range 4 East, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "C" page 175 at Jonesboro, Arkansas, being more particularly described as follows: Beginning at the Northeast corner of said Tract 2, run thence South 0°53'18" West 1117.58 feet, run thence South 88°23'53" West 501.24 feet, run thence North 0°47'31" East 878.66 feet, run thence North 89°40'28" East 173.34 feet, run thence North 1°30'13" East 250.13 feet, run thence North 89°40'28" East 326.31 feet to the true point of beginning, containing 11.93 acres, more or less, and subject to easements as shown on recorded plat.

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

TO HAVE AND TO HOLD the same unto the said **Grantee** and unto **its successors** and assigns forever, with all appurtenances thereunto belonging.

And, **Infinity Holdings, LLC,** hereby covenants with said **Grantee** that it will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the **grantor** is hereunto fixed by its member this **28th** day of **December, 2017.**

8 0 0 2 7 0 0 3
Tx:40018958

Infinity Holdings, LLC

By: Thomas J. Anderson, Member

By: Lacy L. Anderson, Member

By: Cletus Pollard, Member

By: Tammy Heatherly, Member

ACKNOWLEDGMENT

STATE OF **Arkansas**
COUNTY OF Craighead

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person within named **Thomas J. Anderson, Lacy L. Anderson, Cletus Pollard and Tammy Heatherly,** to me personally well known, who stated they are the Members of **Infinity Holdings, LLC** and are duly authorized in their capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that **he/she/they** had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this **28th** day of **December, 2017.**

Sanda Greene, Notary Public

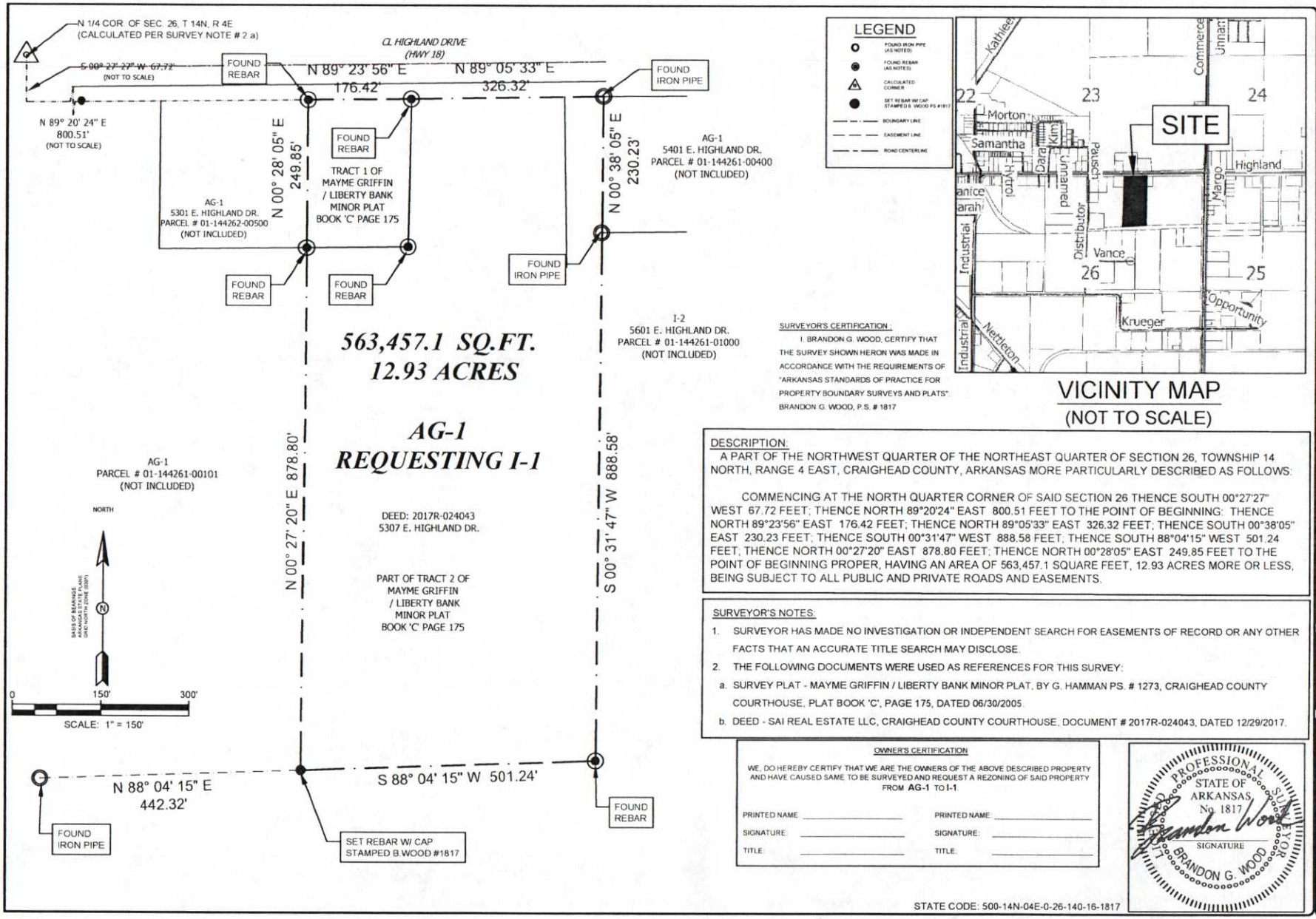
My Commission Expires:
August 20, 2020

SANDA GREENE
MY COMMISSION # 12377615
EXPIRES: August 20, 2020
Craighead County

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

SAI Real Estate LLC

Address: 3320 Flemon Rd
Jonesboro, AR 72404



LEGEND

- FOUND IRON PIPE (AS NOTED)
- FOUND REBAR (AS NOTED)
- CALCULATED CORNER
- SET REBAR W/ CAP STAMPED B. WOOD PS #1817
- BOUNDARY LINE
- EASEMENT LINE
- ROAD CENTERLINE

VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION:

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS". BRANDON G. WOOD, P.S. # 1817

DESCRIPTION:

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26 THENCE SOUTH 00°27'27" WEST 67.72 FEET; THENCE NORTH 89°20'24" EAST 800.51 FEET TO THE POINT OF BEGINNING: THENCE NORTH 89°23'56" EAST 176.42 FEET; THENCE NORTH 89°05'33" EAST 326.32 FEET; THENCE SOUTH 00°38'05" EAST 230.23 FEET; THENCE SOUTH 00°31'47" WEST 888.58 FEET; THENCE SOUTH 88°04'15" WEST 501.24 FEET; THENCE NORTH 00°27'20" EAST 878.80 FEET; THENCE NORTH 00°28'05" EAST 249.85 FEET TO THE POINT OF BEGINNING PROPER, HAVING AN AREA OF 563,457.1 SQUARE FEET, 12.93 ACRES MORE OR LESS, BEING SUBJECT TO ALL PUBLIC AND PRIVATE ROADS AND EASEMENTS.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
   a. SURVEY PLAT - MAYME GRIFFIN / LIBERTY BANK MINOR PLAT, BY G. HAMMAN PS. # 1273, CRAIGHEAD COUNTY COURTHOUSE, PLAT BOOK 'C', PAGE 175, DATED 06/30/2005.
   b. DEED - SAI REAL ESTATE LLC, CRAIGHEAD COUNTY COURTHOUSE, DOCUMENT # 2017R-024043, DATED 12/29/2017.

OWNER'S CERTIFICATION

WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED SAME TO BE SURVEYED AND REQUEST A REZONING OF SAID PROPERTY FROM **AG-1** TO **I-1**.

PRINTED NAME: _____ PRINTED NAME: _____
SIGNATURE: _____ SIGNATURE: _____
TITLE: _____ TITLE: _____

PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 1817
Brandon Wood
SIGNATURE
BRANDON G. WOOD

STATE CODE: 500-14N-04E-0-26-140-16-1817

BRANDON G. WOOD
ARKANSAS SURVEYOR
1817

REZONING PLAT: AG-1 REQUESTING I-1
TRACT 1 & PART OF TRACT 2 OF
MAYME GRIFFIN / LIBERTY BANK MINOR PLAT
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
CLIENT: SAI REAL ESTATE, LLC

DATE: 4/27/19
REV:
DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING
112 CR 1625
BROOKLAND, AR 72417
PH: (870) 930-7504
FAX: (870) 972-0027
EMAIL: BWOOD@BWOODENGINEERING.COM
WWW.BWOODENGINEERING.COM

300 S. Church Street
Jonesboro, AR 72401

City of Jonesboro

Legislation Details (With Text)

File #:	ORD-19:035	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Second Reading
File created:	6/12/2019			**In control:**	City Council
On agenda:				**Final action:**	
Title:	AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5410 HARRISBURG ROAD.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application Plat Picture of Rezoning Sign Rezoning Plat Staff Summary - City Council Rezoning Plat MAPC				

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 5410 HARRISBURG ROAD.
BE IT ORDAINED by the City Council of Jonesboro, Arkansas:

SECTION 1: Chapter 117, known as the zoning ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

FROM: Residential, R-1

TO: Limited Industrial, I-1

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

TRACT 1-B OF THE WAYNE DOVER MINOR PLAT AS SHOWN BY PLAT RECORDED IN PLAT CABINET C AT PAGE 48 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

SECTION 2: The Rezoning of this property shall adhere to the following stipulations:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property, which will include parking, signage, landscaping, fencing, sidewalks, buffering, etc.

3. Any change of use shall be subject to Planning Commission approval in the future.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: 5.13.19
Case Number: RZ19-07

LOCATION:

Site Address: 5410 Harrisburg Road, Jonesboro, AR 72404

Side of Street: North between Apt Drive and Stadium Blvd

Quarter: Northeast Section: 9 Township: 13 North Range: 04 East

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

SITE INFORMATION:

Existing Zoning: R1 Proposed Zoning: I-1

Size of site (square feet and acres): ~~52646 sf / 1.21 ac.~~ 21,697 / 0.498 Street frontage (feet): 183.44'

Existing Use of the Site: Vacant / Recently Demolished Residential Home

Character and adequacy of adjoining streets: 2-Lane, asphalt State Highway in good condition; rare congestion

Does public water serve the site? Yes

If not, how would water service be provided?

Does public sanitary sewer serve the site? No. Sanitary sewer is planned to be extended from the northeast quadrant

If not, how would sewer service be provided? of Apt Drive and Harrisburg Road.

Use of adjoining properties:

North: Vehicle storage yard

South: Residential Subdivision (Separated by State Highway)

East: Vehicle storage yard

West: Church

Physical characteristics of the site: Vacant lot. Previous structure recently demolished. Shed remains on site. Wooden privacy fence surrounds much of the lot.

Characteristics of the neighborhood: Single family units nestled between low-volume commercial/industrial operations. Fenced subdivision lies to the south separated by the right of way of Harrisburg Road

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

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

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

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To match the current zoning of the adjacent lot to the north. Non-residential structure is desired .

(3). If rezoned, how would the property be developed and used? The existing car storage lot to the north would be expanded and a small office and gate erected.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? A small 2400 square foot office with associated parking.

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?* Yes

(6). How would the proposed rezoning be the public interest and benefit the community? Allow for the expansion of a much-used facility.

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? The area has various low-volume commercial offices.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? The proposed structure would not be residential in nature and the lot is zoned for residential use only.

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. The current use of the area is car storage with little traffic. The proposed use would not alter the area negatively--and actually stands to improve the appearance of the area.

(10). How long has the property remained vacant? Approximately 1 year.

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? There would be no impact due to the rezoning and development.

(12). If the rezoning is approved, when would development or redevelopment begin? Within 3 months of successful rezoning.

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
Neighbors not notified--no operating hours during church meeting times; to east and north is same developer, and to south is state ROW

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

OWNERSHIP INFORMATION:

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

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

Name: Kevin Meredith

Address: 4606 Stadium Blvd

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-932-4091 / 870-974-1112

Facsimile:

Signature:

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

McAlister Engineering; surveyor and engineer of record

Name: Joshua Hurd

Address: 4508 Stadium Blvd, Suite D

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-530-5202 / 870-931-1420

Facsimile:

Signature:

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

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is 18 days prior to the next MAPC meeting. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF PROPERTY AS DESCRIBED HEREON, THAT WE ADOPT THE PLAN OF SUBDIVISION AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

WAYNE DOVER

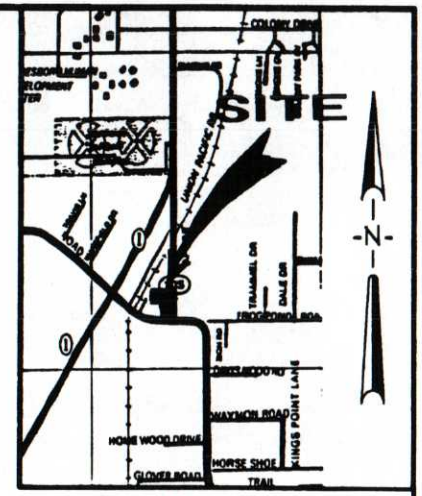
DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 AFORESAID, THENCE NORTH 00°53'00" EAST, A DISTANCE OF 288.8 FEET TO A POINT, THENCE WEST 53.3 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 163 SPUR, THENCE SOUTH 00°49'00" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ARKANSAS HIGHWAY 163 SPUR, A DISTANCE OF 254.90 FEET TO A POINT, SAID POINT BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID ARKANSAS HIGHWAY 163 SPUR WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 163, THENCE WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ARKANSAS HIGHWAY 163, A DISTANCE OF 312.36 FEET TO A POINT, THENCE NORTH 00°02'27" EAST, DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ARKANSAS HIGHWAY 163, A DISTANCE OF 77.02 FEET TO A POINT, THENCE SOUTH 88°32'30" EAST, A DISTANCE OF 28.69 FEET TO A POINT, THENCE NORTH 02°43'12" EAST, A DISTANCE OF 175.60 FEET TO A POINT, THENCE NORTH 37°19'10" EAST, A DISTANCE OF 4.00 FEET TO A POINT, THENCE EAST, A DISTANCE OF 277.10 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 74,343 SQ. FT. OR 1.707 ACRES, MORE OR LESS.

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



VICINITY MAP

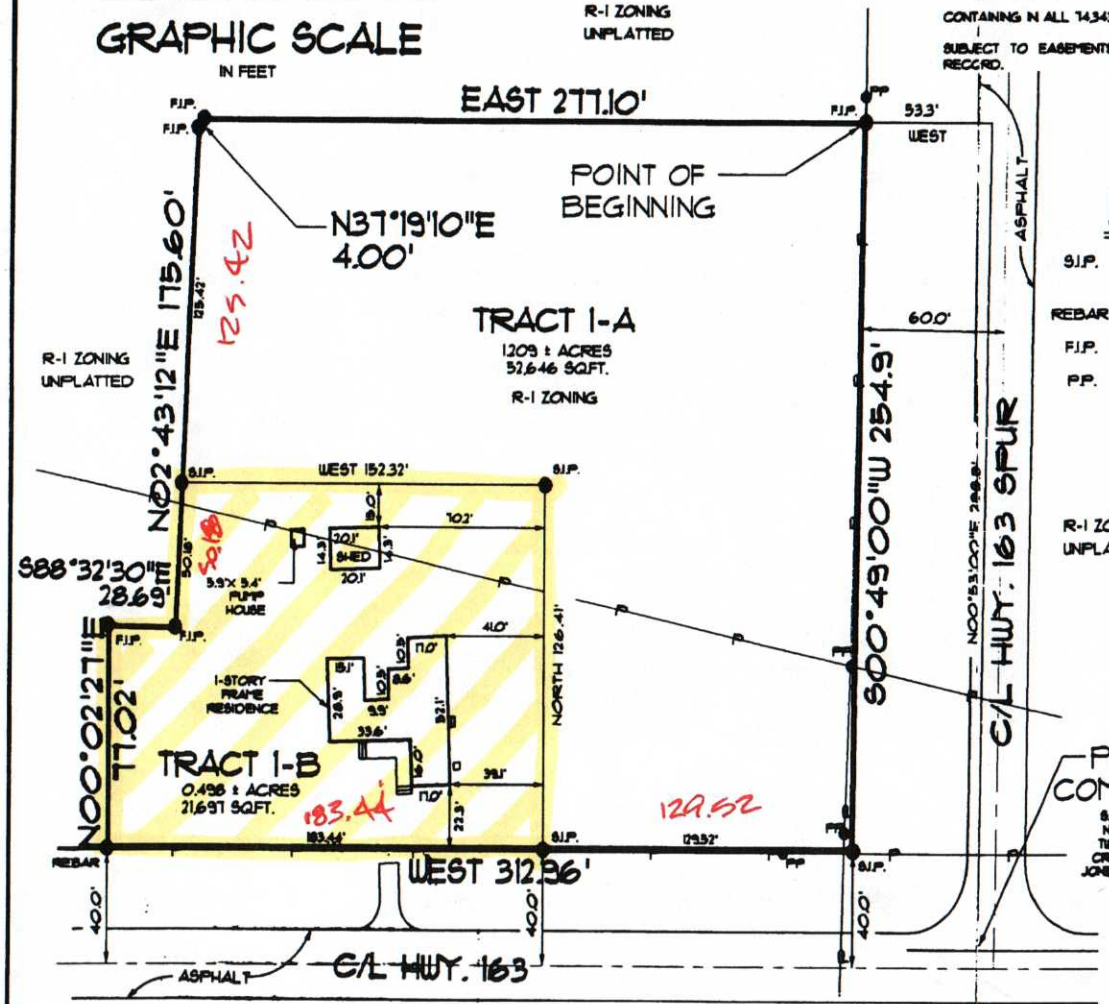
NOT TO SCALE

(ASSUMED NORTH)

50' 25' 0' 50' 100'

GRAPHIC SCALE

IN FEET



LEGEND

S.I.P. = SET 1-1/4" IRON PIPE WITH P.L.S. NO. 766 CAP

REBAR = FOUND REBAR

F.I.P. = FOUND IRON PIPE

P.P. = WOOD POWER POLE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING COMPANY HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS".

DATE OF BOUNDARY SURVEY: 06/11/98

KENNETH L. SCRAGG
PROFESSIONAL LAND SURVEYOR
ARKANSAS CERTIFICATE NO. 766

RECORDED
BOOK C PAGE 48
DATE 7-11-98 TIME 2:56
CRAIGHEAD COUNTY
JOHN HUDSON, CLERK

R-1 ZONING
UNPLATTED

NOTE: TO BE VALID, COPIES MUST HAVE ORIGINAL OR SURVEYOR'S SIGNATURE AND EMBOSSED SURVEYOR'S SEAL.

MP98-2

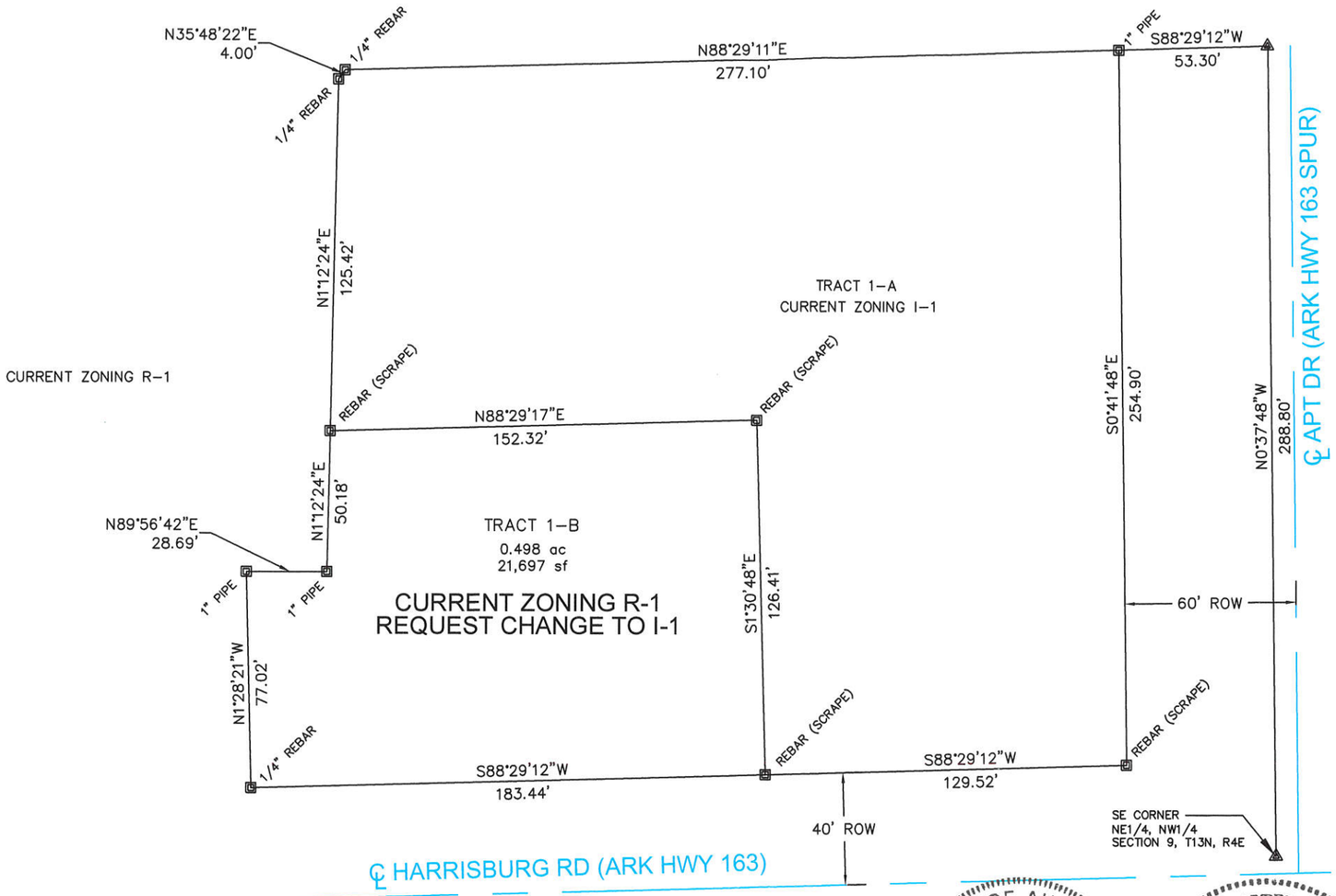
ASSOCIATED ENGINEERING CO.
ENGINEERING AND LAND SURVEYING
1721 DAN AVENUE - JONESBORO, AR 72401
PH: 870-932-3594 FAX: 870-932-1554

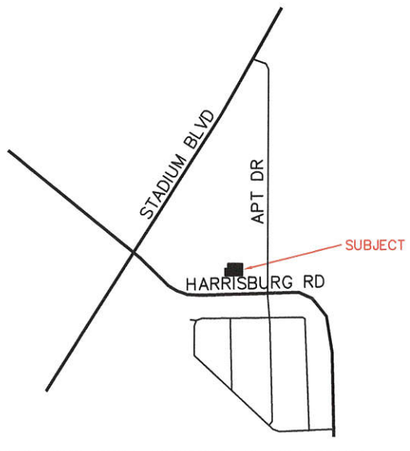
MINOR PLAT
WAYNE DOVER
JONESBORO, AR

DRAWN: KLS/CADD	CHECKED: KLS	DATE: 07/09/98	SHEET
SCALE: 1" = 50'	CADD FILE: 98138-01	DWG#: 041309A.0003	1 OF 1

© Copyright 1998 A.E.C.

REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S CHURCH ST
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO





VICINITY MA N.T.S.

N

GRID NORTH
BASED ON GPS OBSERVATION

0 50 100 200

SCALE IN FEET

1 in – 100 ft

LEGEND

- ▣ – FOUND PIN (TYPE)
- ◎ – SET IRON PIN 1/2" REBAR WITH McALISTER PS1303 CAP
- △ – COMPUTED POINT

NOTES

1. CLIENT: KEVIN MEREDITH
2. HORIZONTAL CONTROL – NAD83, THIRD ORDER CLASS 1, ARKANSAS SPC NORTH ZONE

REFERENCES

1. PLAT OF SURVEY BY HERBERT C. HIME DATED 18MAR93 FILED IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

DESCRIPTION

TRACT 1-B OF THE WAYNE DOVER MINOR PLAT AS SHOWN BY PLAT RECORDED IN PLAT CABINET C AT PAGE 48 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF TRACT 1-B AS SHOWN HEREON AND HEREBY REQUEST A CHANGE IN ZONING FROM R-1 TO I-1.

KEVIN MEREDITH 5-10-19 (DATE)

CERTIFICATE OF AUTHORIZATION McALISTER ENGINEERING, PLLC No. 692 ARKANSAS

REGISTERED STATE OF ARKANSAS No. 1303 CLARENCE W. McALISTER PROFESSIONAL LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE DESCRIBED LANDS IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLARENCE W. "MAC" McALISTER, PS1303 DATE

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REZONING PLAT

TRACT 1-B
WAYNE DOVER MINOR PLAT
JONESBORO, ARKANSAS

McALISTER ENGINEERING, PLLC
CIVIL ENGINEERING AND LAND SURVEYING
4508 STADIUM BLVD, STE D
JONESBORO, AR 72404
870-931-1420

CLARENCE W. "MAC" McALISTER, PE, PS

DRAWN BY: JH	CHECKED BY: CM
SCALE: 1" = 50'	
DATE: 8MAY19	FILE:1991024Meredith.dwg
DWG REF. 09-13N-04E	
JOB NO. 1991024	SHEET 1 / 1
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City of Jonesboro ARKANSAS

City of Jonesboro City Council

Staff Report – RZ 19-07: 5410 Harrisburg Road

Municipal Center - 300 S. Church St.

For Consideration by the City Council on June 18, 2019

REQUEST: To consider a rezoning of one tract of land containing .498 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of .498 acres of land located at 5410 Harrisburg Road, from "R-1" Single Family Medium Residential District to "I-1" Limited Industrial District.

APPLICANTS/ OWNER: Josh Hurd of McAlister Engineering, LLC, 4508 Stadium Blvd # D, Jonesboro, AR
Kevin Meredith, 4606 Stadium Blvd, Jonesboro, AR 72404

LOCATION: **5410 Harrisburg Road, *Jonesboro, AR 72401***

SITE DESCRIPTION:
Tract Size: Approx. .498 Acres +/-
Street Frontage: **183.44 feet along Harrisburg Road**
Topography: Flat
Existing Development: Vacant / Recently Demolished Residential Home

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-1 – APT Towing and Recovery
South	R-1 Single Family
East	R-1 Single Family
West	R-1 Single Family

HISTORY: **Home with Circle Driveway**

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP
The Current/Future Land Use Map recommends this location as a Low Intensity Growth Sector.

Low Intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that way, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at

the crossroads of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. In addition, Limits on hours of operations, lighting standards, screening from residential uses, etc. are appropriate.

Low Intensity Growth Sector Recommended Use Types Include:

Typical Land Uses:

- Moderate to large lot single family residential developments
- Neighborhood markets
- Neighborhood convience stores
- Neighborhood services (dry cleaners, carwashes, small banks)
- Senior Living Centers / Nursing Homes etc.
- Stable

Density: Single Family Residential on1/5 to 5 Acres Lots

Height: 40 ft.

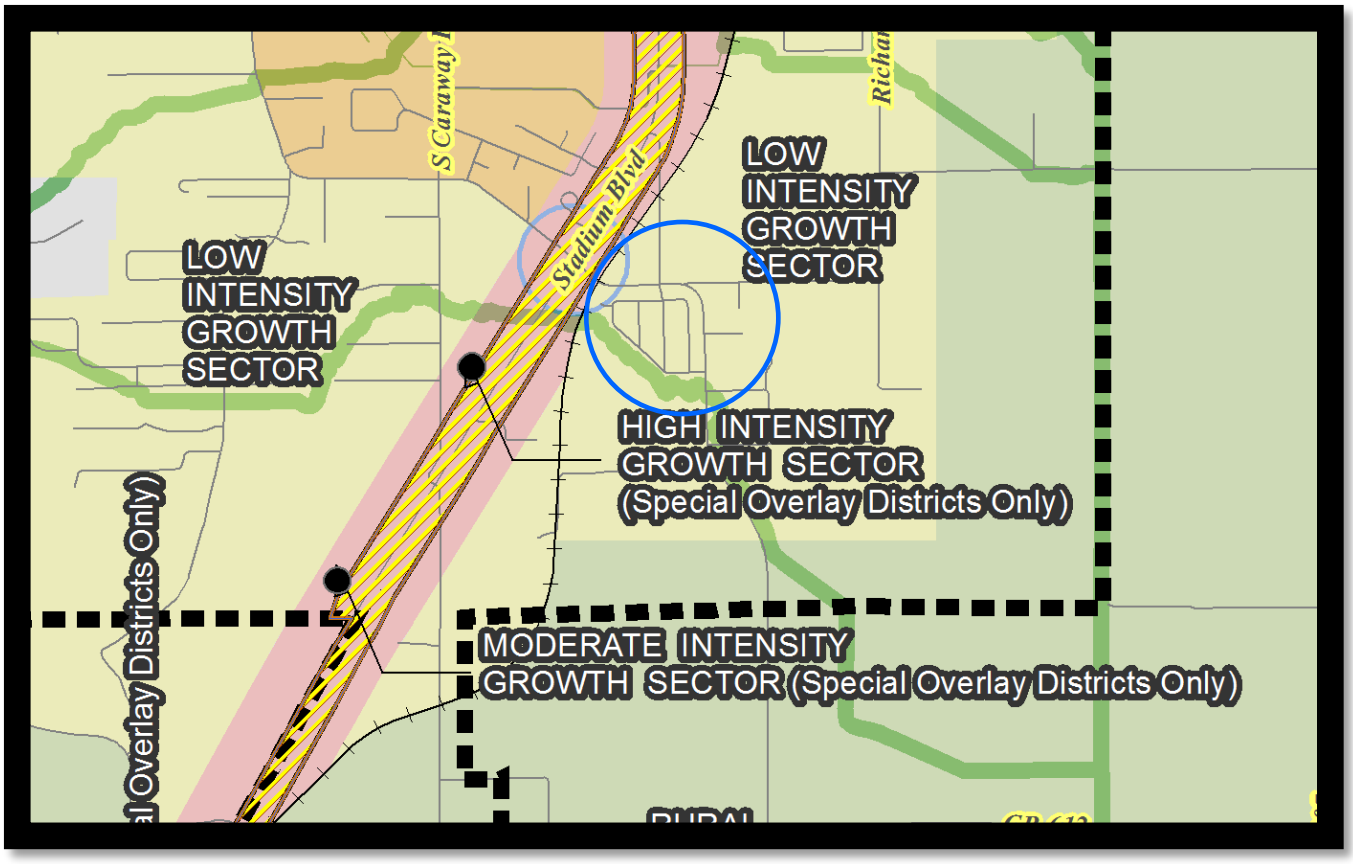
Traffic: Approximately 100 peak hour trips (Commercial Only)

Fig. 6: Example Low Intense Type- Neighborhood Market

Fig. 7: Example Low Intense Type- Larger Lot Residential

Fig. 8: Example Rural Development Type-Service Commercial-Convenience Store

Fig. 9: Example Low Intense Type- 1/3 Acre Lot Residential



Adopted Land Use Map

Master Street Plan/Transportation

The subject site is served by Harrisburg Road, which on the Master Street Plan is defined as a Minor Arterial. The street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment. The recommended right-of-way is 100 foot. Any Replat should satisfy the minimum requirements.

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed I-1 district is partially consistent with the Future Land Use Plan, which was categorized as Low Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District Standards. This will match the property to the North.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This area already has the existing business to the North that was zoned I-1 for this same purpose.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	The Current Zoning would not allow car storage or towing. This property has to be rezoned to allow this facility.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	Minimal Impact if Rezoned.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal Impact if Rezoned.	

Staff Findings:

Applicant's Purpose:

The applicant wants to Rezone this .498 acres of land to I-1 Limited Industrial to build the same kind of facility that he has to the North of this property.

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

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

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 11, 2019

****

Joshua Hurd of McAlister Engineering on behalf of owner Kevin Meredith is requesting MAPC Approval for a Rezoning from R-1 Single Family Residential District to I-1 Limited Industrial District for 0.498 Acres +/- of land located at 5410 Harrisburg Road.

APPLICANT: Joshua Hurd of McAlister Engineering stated Mr. Meredith is currently the owner of the lot next to it. It's got a privacy fence around it with the chatted area. It's basically an overflow for Stadium Auto Body and occasionally an impounded vehicle will be towed there by the Jonesboro city police. It doesn't see a whole lot of public visiting there other than to pick up an impounded vehicle. They see two to four tops entrances and exits as it is. He has purchased the lot that is adjacent to this and is going to construct a small office with associated parking.

COMMISSION: Lonnie Roberts Jr. asked for staff comments.

STAFF: Derrel Smith stated we would recommend approval. It is already existing in the area and we have never had a complaint since it has been in existence. We would recommend rezoning with the following stipulations:

1. **That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**

2. **A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property, which will include parking, signage, landscaping, fencing, sidewalks, buffering, etc.**

3. **Any change of use shall be subject to Planning Commission approval in the future.**

COMMISSION: Lonnie Roberts Jr. asked for public input and there was none. He then asked for commissioner comment.

PUBLIC: No public comments.

<u>COMMISSION ACTION:</u>

Mr. Jim Little made a motion to approve Case: RZ: 19-07, as submitted, to the City Council with the stipulations that were read by the Planning Department :

1. **That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**

2. **A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the**

property, which will include parking, signage, landscaping, fencing, sidewalks, buffering, etc.

3. **Any change of use shall be subject to Planning Commission approval in the future.**

The MAPC find to rezone property from "R-1" Single Family Residential District to a "I-1" Limited Industrial District for .498 +/- acres of land. Motion was seconded by Mr. David Handwork.

Roll Call Vote: 6-0, Aye's: Jim Scurlock; David Handwork; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little

Absent: Mary Margaret Jackson and Dennis Zolper

*****

The Planning Department Staff find that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 19-07, a request to rezone property from "R-1" Single Family Medium Residential District to"I-1" Limited Industrial District, subject to final site plan approval by the Planning Department and the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property, which will include parking, signage, landscaping, fencing, sidewalks, buffering, etc.

3. Any change of use shall be subject to Planning Commission approval in the future.

Respectfully Submitted for City Council Consideration,

The Planning Department

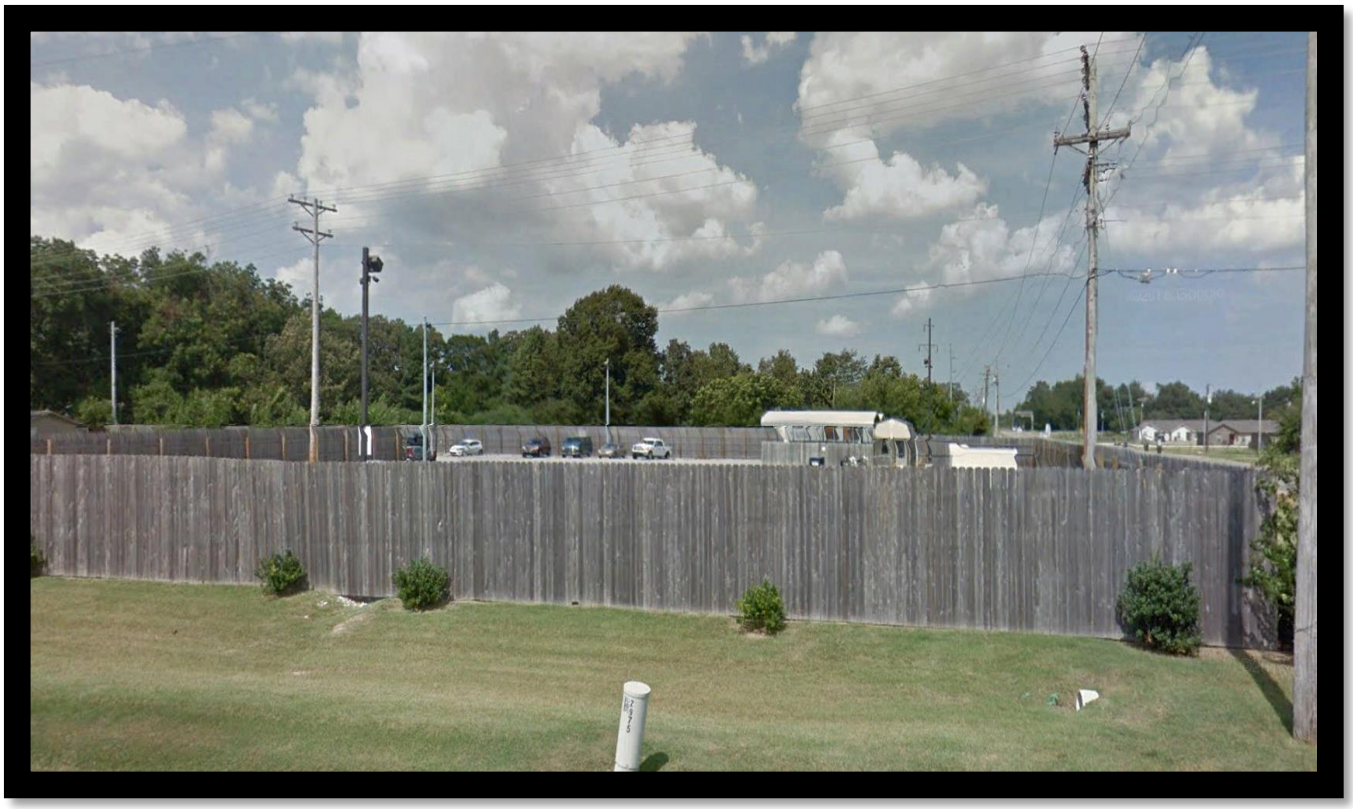
****

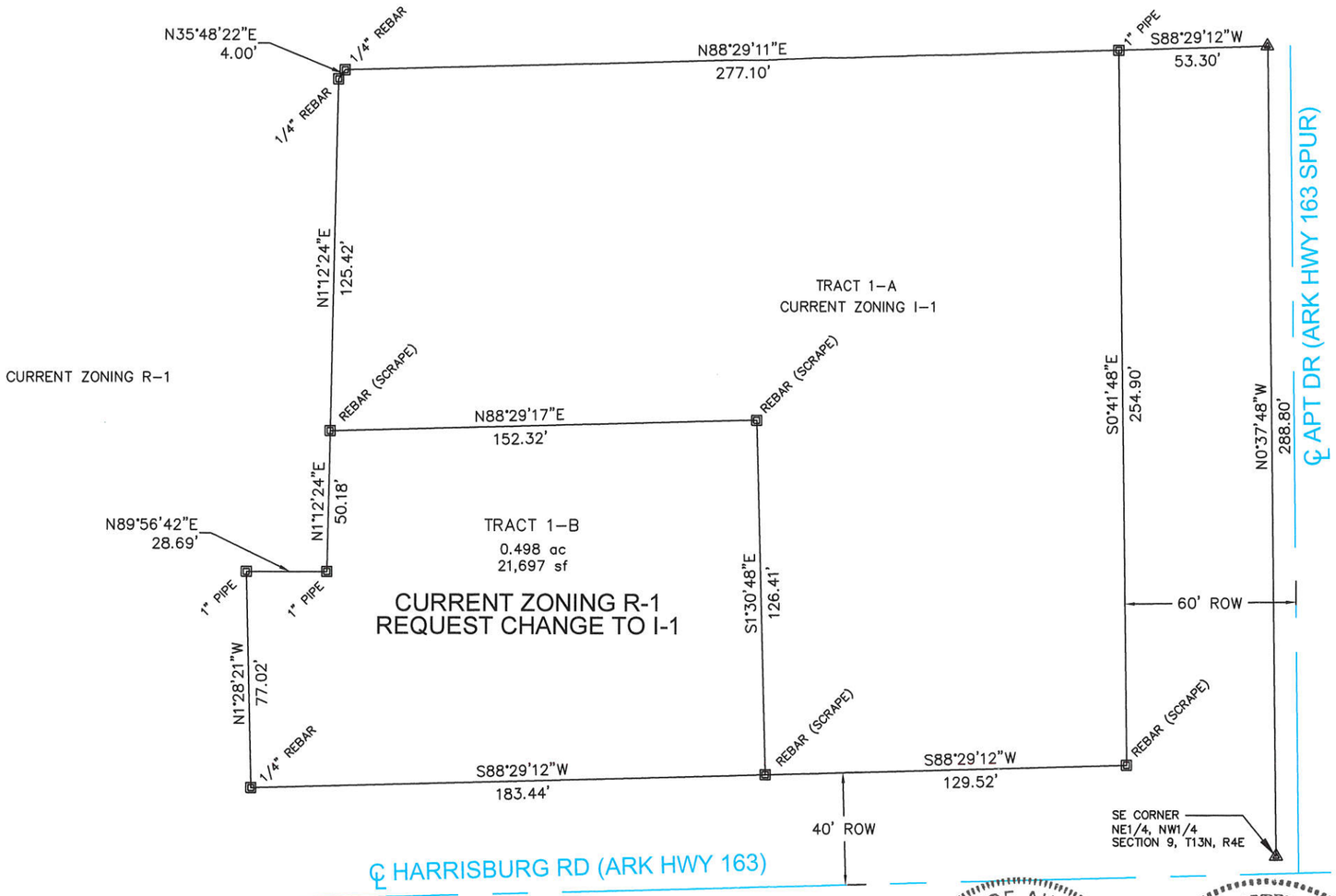
Sample Motion:

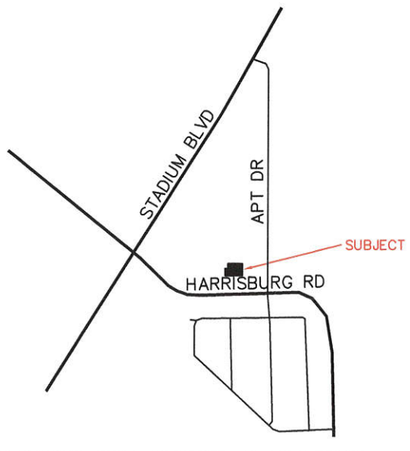
I move that we place Case: RZ 19-07 on the floor for consideration of recommendation by the MAPC to the City Council with the noted conditions, and we, the Planning Department find that changing the zoning of this property from "R-1" Single Family Medium Residential District to the proposed "I-1" Limited Use Overlay, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the Planning Department in the future.

5410 Harrisburg Rd
163

5410 Harrisburg Rd
163







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GRID NORTH
BASED ON GPS OBSERVATION

0 50 100 200

SCALE IN FEET

1 in – 100 ft

LEGEND

- ▣ – FOUND PIN (TYPE)
- ◎ – SET IRON PIN 1/2" REBAR WITH McALISTER PS1303 CAP
- △ – COMPUTED POINT

NOTES

1. CLIENT: KEVIN MEREDITH
2. HORIZONTAL CONTROL – NAD83, THIRD ORDER CLASS 1, ARKANSAS SPC NORTH ZONE

REFERENCES

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KEVIN MEREDITH 5-10-19 (DATE)

CERTIFICATE OF AUTHORIZATION McALISTER ENGINEERING, PLLC No. 692 ARKANSAS

REGISTERED STATE OF ARKANSAS No. 1303 CLARENCE W. McALISTER PROFESSIONAL LAND SURVEYOR

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CLARENCE W. "MAC" McALISTER, PS1303 DATE

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REZONING PLAT

TRACT 1-B
WAYNE DOVER MINOR PLAT
JONESBORO, ARKANSAS

McALISTER ENGINEERING, PLLC
CIVIL ENGINEERING AND LAND SURVEYING
4508 STADIUM BLVD, STE D
JONESBORO, AR 72404
870-931-1420

CLARENCE W. "MAC" McALISTER, PE, PS

DRAWN BY: JH	CHECKED BY: CM
SCALE: 1" = 50'	
DATE: 8MAY19	FILE:1991024Meredith.dwg
DWG REF. 09-13N-04E	
JOB NO. 1991024	SHEET 1 / 1
500-13N-04E-0-09-410-16-1303	

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:027	**Version:**	1	**Name:**	PRIVATE CLUB PERMIT FOR STUDENTS THAT EXCEL ENRICHMENT PROGRAM, DBA ADDIE'S SOUL FOOD & GRILL
Type:	Ordinance			**Status:**	Third Reading
File created:	5/20/2019			**In control:**	City Council
On agenda:				**Final action:**	
Title:	AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR STUDENTS THAT EXCEL ENRICHMENT PROGRAM, DBA ADDIE'S SOUL FOOD & GRILL				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application.pdf Updated Private Club Membership List 07022019.pdf				

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		
6/4/2019	1	City Council	Held at one reading	

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR STUDENTS THAT EXCEL ENRICHMENT PROGRAM, DBA ADDIE'S SOUL FOOD & GRILL

WHEREAS, Students that Excel Enrichment Program, DBA Addie’s Soul Food & Grill of Jonesboro has applied for a private club permit to be located at 311 B South Main Street, Jonesboro, AR 72401; and

WHEREAS, Students that Excel Enrichment Program desires to receive approval for a private club to be located at 311 B South Main Street, Jonesboro, AR 72401; and

WHEREAS, all applicable laws, rules, and regulations have been complied with in presenting this Ordinance to the City Council.

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

Students that Excel Enrichment Program, DBA Addie’s Soul Food & Grill of Jonesboro’s application for a private club permit is approved and Students that Excel Enrichment Programs shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 311 B South Main Street, Jonesboro, AR 72401

City of Jonesboro
Private Club Review and Conditions Form

Date 5-13-15 Non-Profit Corp. Students that excel Enrichment Programs

Address _____

Applicant on Behalf of Club Cynthia La'Keshi Allison

Home Address 4100 Stephanie Ln. Jonesboro AR 72401

Business Name Addie's Soulfood + Grill

Business Address 311 B. S. Main - Jonesboro

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? N/A
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-1

Approve? Yes X No _____ Signature Planning Director _____

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Students that excel enrichment Programs — Non-Profit Corporation
35-2660987 — FEIN #

APPLICANT ON BEHALF OF CLUB: Cynthia (First) La'Keshi (Middle) Allison (Last)

HOME ADDRESS: 4100 (Street) Stephanie Lane (Street) Jonesboro (City) Ar. 72401 (Zip) Craighead (County)

BUSINESS NAME: Addie's Soulfood & Grill

BUSINESS ADDRESS: 311 B. S. Main (Street) Jonesboro (City) Ar. 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
Chris Pesley 5609 Crowleys Ridge Jonesboro Ar 72404

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.
/

Does anyone now hold an alcoholic beverage permit at this location? NO If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Cynthia Allison	Chairman/Principal Director/Pric. Offic.	4100 Stephanie Lane, Jonesboro Ar. 72401
Jaylon Allison	Pric. Director/Pric. Offic.	5014 Mt Carmel Road Jonesboro Ar. 72404
Lacretia Ray	Director	219 Richardson Dr Jonesboro Ar. 72404
Reda Kimble	Director	909 Park Drive Forrest City Ar. 72335

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) *If yes, please explain -*

Signed this 24th day of April 2019

Cynthia Allison
Signature of Applicant/Managing Agent

Chairman/principal officer
Official Title

Subscribed and sworn to before me this 24th day of April 2019.

Lori Chandler
Notary Public

My Commission Expires: Nov. 7th 2026

Lori Chandler
Craighead County
Arkansas
Commission
#12699328
Expires
November 7, 2026
NOTARY PUBLIC

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Cynthia Allison

2. Home Address 4100 Stephanie Lane 72401
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. I) of the United States? **CIRCLE ONE**
   Green Card No. _____

5. Are you a resident of Craighead county? Yes
   If not, do you live within 35 miles of the premises to be permitted? ✓

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information
   _____
   _____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
   _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____
   _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
   _____

10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO
    If so, give full information _____
    _____

11. Marital Status: Single ( ) Married ( ) Divorced (✓) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Daughter	Ja'Koya Glasper	4100 Stephanie Lane Jonesboro Ar. 72401	Student
Daughter	Aaliyah Allison	"	"
Son	Al Allison Jr	"	"
Son	Jaylon Allison	5014 Mt Carmel Rd Jonesboro Ar. 72404	Manerger Men's Warehouse

(a) Are any of the above to be connected with the operation of the outlet? yes

(b) If so, who and in what capacity? Board of Director

13. Give your home address (city or town) and dates at each for the past five (5) years:
4100 Stephanie Lane Jonesboro Ar. 72401
2501 Glenn Place Jonesboro Ar 72404

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
	- Owner -	
Addie's Seafood Grill	311 B. S. Main St. Jonesboro	11-2018 - present
Blessed beyond Measure	2904 King St. Jonesboro Ar.	7-2015 - present
Beyond Blessed Daycare	" "	2013 - present

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Cynthia Allison
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

Cynthia Allison, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 24th day of April, 2019.

Lori Chandler
Notary Public

My Commission Expires: Nov. 7th 2026

Lori Chandler
Craighead County
Arkansas
Commission
#12699328
Expires
November 7, 2026
NOTARY PUBLIC

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Cynthia Allen
Signature – Full Name

12/18/18
Date

4100 Stephanie Lane
Home Address

Jonesboro Arkansas 72401
City State Zip

4100 Stephanie Lane
Mailing Address

Jonesboro Arkansas 72401
City State Zip

706-254-2308 870-520-5046
Contact Phone Business Phone

beyondblessedday care@gmail.com
Email Address

Subscribed and sworn to before me this 24th day of April 2019.

Lori Chandler
Notary Public

My Commission Expires: Nov. 7th 2026

Lori Chandler
Craighead County
Arkansas
Commission
#12699328
Expires
November 7, 2026
NOTARY PUBLIC

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Laretta Ray
Signature – Full Name

4-24-19
Date

4219 Richardson Dr.
Home Address

Jonesboro AR 72404
City State Zip

4219 Richardson Dr.
Mailing Address

Jonesboro AR 72404
City State Zip

870-873-6918 870-520-5046
Contact Phone Business Phone

l.ray2136@gmail.com
Email Address

Subscribed and sworn to before me this 24 day of April, 2019.

Brandi Kesterson
Notary Public

My Commission Expires: 6/23/27

BRANDI KESTERSON
#12705642
NOTARY PUBLIC
POINSETT COUNTY, ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Jaylon Tyree Allison
Signature – Full Name

4-24-19
Date

5014 Mt. Carmel Rd
Home Address

Jonesboro Ar. 72404
City State Zip

"
Mailing Address

City State Zip

501-618-0121
Contact Phone Business Phone

Jaylon Allison 3@gmail.com
Email Address

Subscribed and sworn to before me this 24 day of April, 2019.

Brandi Kesterson
Notary Public

My Commission Expires: 06/23/27

BRANDI KESTERSON
#12705642
NOTARY PUBLIC
POINSETT COUNTY, ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Reda Vernice Kimble
Signature – Full Name

4/24/19
Date

909 Park Drive
Home Address

Forrest City Ark. 72335
City State Zip

P.O Box 1354
Mailing Address

Forrest City Ar. 72335
City State Zip

870-633-0490
Contact Phone Business Phone

Email Address

Subscribed and sworn to before me this 24 day of April, 2019.

Brandi Kesterson
Notary Public

My Commission Expires: 04/23/27 :

BRANDI KESTERSON
12705642
NOTARY PUBLIC
MISSISSETT COUNTY, ARKANSAS

LEASE
311 #B S MAIN BASEMENT

This Agreement, made and entered into this 12th day of October, 2018, by and between Chris Posey (hereinafter referred to as "Landlord") and Cynthia Allison (hereinafter referred to as "Tenant")

WITNESSETH:

In consideration of the rents and covenants hereinafter set forth, Landlord does hereby let, lease and demist to Tenant, and Tenant hereby lease from Landlord, subject to the terms and conditions hereinafter set forth, that certain parcel of real property located at **311 # B S Main Basement , JONESBORO, AR 72401,** Jonesboro, Craighead County, Arkansas known as ("the Property" or "the Premises").

1. TERM

   (a) The term of this Lease shall be for 24 Months, commencing November 1, 2018.

2. LEASE

   (a) Tenant agrees to pay to Landlord, its successors and assigns, and Landlord agrees to accept, **$2950 (TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS)** for the first month and $2950 (TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS) for the last month and $2950 (TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS) for a deposit.

   (b) Tenant agrees to pay to Landlord, its successors and assigns, and Landlord agrees to accept, as rent for the aforesaid premises during the lease term, the sum of $2950 (TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS) per month on

the date it becomes due. Tenant shall pay a late charge of ten percent (10%) of the installment if not paid by the 5th of each month.

3. POSSESSION. Landlord shall deliver possession of the property to Tenant on or before November 1st, 2018 upon full execution of the lease and receipt of the deposit by Landlord.

4. TAXES. Landlord will be responsible for real estate taxes.

5. CONDITION OF PREMISES/MAINTENANCE AND REPAIRS.

(a) Tenant represents and acknowledges that is has inspected the property, that it accepts the same in its present condition, "as-is".

(b) Landlord, at its cost, shall be responsible for the repair and maintenance of the structural portions of the property (including but not limited to the roof, roof structures and supports, foundation and structural supports) during the term of this Lease and any renewals and extensions thereof.

(c) Tenant, at its cost shall keep and maintain all interior portions of the property in clean and orderly condition and in good order and repair during the term of this Lease and any renewals and extensions thereof, and shall return the same to Landlord upon expiration of this Lease in its present condition, excepting reasonable wear and tear. Trash, garbage and refuse shall not be allowed to accumulate on or about the property, and Tenant shall arrange for regular pick-up and removal of same at its expense.

6. ALTERATIONS. Tenant shall make no improvements, alterations, or additions in or to the demised premises which will result in any decrease in the value of the

premises. No improvements, alterations or additions may be made by Tenant without written consent of Landlord first obtained. Any improvements, alterations or additions permitted by Landlord shall be made by Tenant at Tenant's expense, and strictly in accordance with all applicable laws, ordinances and regulations. Such improvements, alterations or additions permitted by Landlord shall be and become part of the premises when made so that Tenant shall have no right or obligation to remove the same. By any permission given hereunder, Landlord does not authorize Tenant to contract for improvements as would allow mechanic's or materialmen's liens to attach to the property, and Tenant agrees that it will not allow any such liens to attach to the property.

7. INSURANCE.

(a) Landlord shall keep and maintain during the term of this Lease a policy of fire on the demised premises. Tenant shall carry, at its own cost and expense, such insurance on any property placed in or upon the demised premises by Tenant to the extent Tenant deems appropriate. Tenant must carry liability insurance. Each party waives any and all rights of recovery against the other party for losses covered by fire and extended coverage insurance. In the event of any loss for which Landlord collects insurance proceeds for repairs, Landlord shall cause the contemplated repairs to be made, not to exceed in cost the insurance proceeds received, and subject, however, to the provisions of paragraph 9 of this agreement. Notwithstanding anything herein to the contrary, in the event there

is a covered glass breakage claim made, Tenant shall be responsible for payment of the applicable deductible.

8. USE OF PREMISES. It is Tenant's intent to use the premises for ADDIE'S SOUL FOOD RESTAURANT and it is understood that local zoning ordinances presently permit such use. Should said ordinances be amended so that said use is no longer permissible, then this Lease shall terminate as of the effective date of such amendment. This shall not limit Tenant's right to use the premises for any lawful purposes. Provided, however, Tenant shall not permit any use of the premises which would constitute an increase in hazard for insurance purposes, or which would violate any applicable laws, regulations or ordinances, including environmental laws and regulations. Further, Tenant warrants that no hazardous, toxic or dangerous substances or materials (as defined or regulated by any federal, state, or other governmental laws, ordinances, or regulations) will be discharged on the premises. Tenant agrees to protect, defend and hold Landlord harmless from and against any and all claims, expenses, actions, liabilities, clean-up costs, damages and losses or fines of any kind whatsoever (including without limitation death or injury to persons and damage to property) actually or allegedly and directly or indirectly resulting from or connected with Tenant's use, storage, dispensing, sale or disposal of any such substances or materials.

9. DAMAGE TO PREMISES. (a) In the event that the premises are partially or totally destroyed or so damaged by fire or other casualty, and in the reasonable opinion of an architect, engineer or contractor mutually selected by Landlord and Tenant

necessary rebuilding or repairs cannot be completed within one hundred eighty (180) days from the date of the loss, then either party shall have the option of terminating this Lease by giving written notice of termination to the other within thirty (30) days of such damage or destruction; if neither party elects to terminate the Lease as herein provided, then the premises shall be restored promptly at Landlord's cost and expense, not exceeding the amount of net insurance proceeds, and there shall be an equitable abatement of rent for actual impairment of use by Tenant during the period prior to restoration.

(b) In the event that the premises are partially or totally destroyed or so damaged by fire or other casualty, and in the reasonable opinion of an architect, engineer or contractor mutually selected by Landlord and Tenant necessary rebuilding or repairs can be completed within one hundred eighty (180) days from the date of the loss, then Landlord shall promptly repair the damage at its expense, not exceeding the amount of net insurance proceeds, and shall allow Tenant an equitable abatement of rent for actual impairment of use by Tenant during the period prior to restoration.

(c) In any event, all proceeds of insurance purchased and maintained by Landlord on the premises shall be the property of Landlord, and proceeds of any insurance purchased and maintained by Tenant on its personal property shall be the property of Tenant.

(d) In the event that the premises are destroyed or damaged by a casualty that is not covered by Landlord's insurance, then Landlord may either (i) repair or

restore the premises within one hundred eighty (180) days from the date of the loss, in which event this Lease shall remain in full force and effect, or (ii) Landlord may terminate this Lease by giving written notice to Tenant within thirty days of Landlord's receipt of notice that the loss was not covered by the insurance.

10. ASSIGNMENT/SUBLEASE. Tenant may not sublet the demised premises or assign this Lease in whole or in part without prior written approval of the Landlord. This Lease shall be assignable by Landlord.

11. UTILITIES. Tenant shall pay for all utilities at the premises. Tenant will not allow utilities to be turned off. In the event there is a necessity to have the utilities changed over tenant will contact landlord and landlord will have utilities changed over to their name.

12. FIXTURES. Any and all items of personal property installed by or at the expense of Tenant or owned by Tenant which are capable of being removed from the premises without substantial injury thereto shall remain the property of the Tenant and Tenant may remove the same or any part thereof at any time during the term of this Lease. Tenant shall promptly repair in a good and workmanlike manner any damage to the property caused by such removal, and restore the property to its original condition.

13. CONDEMNATION. If the entire demised premises, or such of the demised premises that the conduct of Tenant's business thereon shall be substantially impaired, shall be taken by exercise of a right of eminent domain or shall be conveyed under threat of condemnation, this Lease shall terminate on the date of passage of title to the

authority exercising the right of eminent domain and the rent shall be adjusted to that date. If part of the demised premises shall be taken by exercise of a right of eminent domain or conveyed under threat of condemnation and if the conduct of Tenant's business on the demised premises shall not be substantially impaired thereby, then this Lease shall continue in full force and effect except that there shall be, from the date of passage of title of the part taken or conveyed to the condemning authority, an abatement of rent sufficient to compensate Tenant for the loss of use of the part so taken or conveyed. If part of the building shall be so taken or conveyed and this Lease shall continue, Landlord shall promptly, at its own cost, repair and restore the building to a complete architectural unit, and there shall be an equitable abatement of rent for actual impairment of use by Tenant during the period prior to restoration. Provided that if the cost of such restoration exceeds the amount Landlord is paid for taking by eminent domain. Landlord may by written notice cancel this Lease, unless Tenant elects to pay the difference, and then restoration shall be performed with Landlord paying the amount if received for the taking and Tenant paying the balance of the cost of restoration.

14. DEFAULT. In the event Tenant shall fail to pay any installment of rent (plus applicable late fee) in full within thirty (30) days of its due date, or in the event Tenant shall fail to perform any other covenant or comply with any other condition or obligation imposed on Tenant under this Lease after thirty (30) days written notice thereof, or in the event Tenant commits any act or omission referred to subparagraph (g) of this paragraph 14, then Tenant shall be in default. In the event

of default, Landlord may, at its option, in addition to all other rights and remedies available under this agreement or under Arkansas law, take any one or more of the following steps, and the following provisions shall apply:

(a) Declare this Lease terminated, in which event Tenant shall immediately surrender possession of the premises to Landlord;

(b) Enter upon and take possession of the premises and expel or remove Tenant and any permitted assignees or subtenants with our without terminating the Lease, and with or without legal process;

(c) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of the surrender of the demised premises by the Tenant either by agreement or by operation of law, it being understood and agreed that surrender can be effected only by written agreement signed by the Landlord and the Tenant.

(d) In the event Landlord elects to repossess the premises without terminating the Lease, then Tenant shall remain liable for and shall pay to Landlord all accrued and unpaid rent, late fees and other debt owed to Landlord as of the date of repossession, plus all rent, late fees and other debt required by this Lease to be paid to Landlord during the remainder of the lease term until the date of expiration as provided in Section I hereof, less any net sums received by Landlord through re-letting the premises during said period (after deducting expenses incurred by Landlord in repossessing and re-letting the premises). In no event

shall Tenant be entitled to any excess sum realized by Landlord through re-letting.

(e) In the event of default, Tenant shall be liable for and shall pay to Landlord any broker's fees or commissions incurred by Landlord in re-letting all or any part of the premises, the costs of removing and storing the property of Tenant or any permitted assignee or sub-tenant, the costs of repairing, altering, remodeling, or otherwise putting the premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in enforcing its remedies, including reasonable attorney's fees.

(f) In the event of termination or repossession by Landlord after default, Landlord shall not have any obligation to re-let or attempt to re-let the premises, or any portion thereof, or to collect rent after re-letting, and in the event of re-letting Landlord may re-let all or any portion of the premises for any term, to any tenant, and for any use and purpose.

(g) In addition to non-payment of rent and failure to comply with the covenants and conditions imposed upon Tenant under this lease, the following shall also constitute default by Tenant: abandonment of the demised premises by Tenant, Tenant's assignment for the benefit of creditors, if Tenant should by any court be adjudicated bankrupt or insolvent, or Tenant shall file any agreement under the United States Bankruptcy Code or any state insolvency act, or receiver or trustee for Tenant's property shall be appointed in an proceeding other than a bankruptcy proceeding and such appointment shall not be vacated within one

and enjoy the property and improvements thereon during the terms of this Lease without any interruption by the Landlord, its successors or assigns, or any personnel lawfully claiming through it.

19. LANDLORD'S NON-LIABILITY FOR DAMAGES. Landlord shall not be responsible for liability or damage claims for injury to persons or to property for any cause related to the occupancy or use of the premises by Tenant. Tenant shall, to the maximum extent permitted by law, protect, defend, indemnify and hold Landlord harmless from all liability, loss or other damage claims or obligations resulting from any injuries, damages or losses, including injuries, damages or losses caused in whole or in part by negligence or fault on the part of or chargeable to Landlord, and including reasonable attorney's fees incurred by Landlord in defending any such claims.

20. SURRENDER OF POSSESSION. Tenant agrees to surrender peaceable possession of said premises to Landlord upon the expiration or earlier termination of this lease in good order and condition, ordinary wear and tear excepted.

21. KITCHEN, BAR AND PERSONAL EQUIPMENT LIST TO BE FURNISHED BY OWNER AND ATTACHED

22. ESTOPPEL CERTIFICATE. Each party shall at any time, upon the written request of the other party, execute, acknowledge and deliver to the other party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that the Agreement as modified is in full force and effect), the dates to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to that party's

knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. The parties hereto agree that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Either party's failure to deliver such statement within ten (10) days after the other party's written request for the same, shall be conclusive upon the non-responding party that: (i) this Agreement is in full force and effect; (ii) there are no uncured defaults in the other party's performance; and (iii) not more than one (1) month's rent or other charge has been paid in advance.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. Within ten (10) days after receipt of any request by Landlord, Tenant will subordinate its rights under this Lease to the lien of any mortgage or deed of trust, whether now in existence or in the future acquired or created, as to all advances made or hereafter to be made, provided that such instrument of subordination shall recognize Tenant's rights under this lease in the event of foreclosure or exercise of power of sale under such lien so long as Tenant is not in default hereunder. If any foreclosure proceedings are brought, or if the exercise of any power of sale under any mortgage or deed of trust occurs, or if Landlord transfers the property by deed in lieu of foreclosure, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease, and shall have no right to assert the occurrence of a termination of this Lease as a result of such foreclosure or transfer.

24. MODIFICATION. No provision hereof may be modified, amended or waived except by written agreement signed by the parties.

25. HEADINGS AND CAPTIONS. The subject heading and captions are included for convenience purpose only and shall not affect the interpretation of this agreement.

26. SEVERABILITY. If any portion of this Agreement shall be invalid or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions.

27. JOINT PREPARTATION. This Agreement shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity which exists herein shall not be interpreted against any party by reason of its preparation or drafting of this Agreement; rather, any such uncertainty or ambiguity shall be interpreted according to the general rules of interpretation of arms' length agreements.

28. NOTICES. Any notice to be given under this Lease by Landlord or Tenant shall be given in writing and shall be mailed by certified mail to Tenant or Landlords, as appropriate, addressed as follows:

LANDLORD: CHRIS POSEY
5609 CROWLEYS RIDGE
JONESBORO, AR 72404
870-219-6796

TENANT: CYNTHIA ALLISON
311 B MAIN STREET
JONESBORO, AR 72404
706 254 2308

Or such other address as Landlord or Tenant may direct in writing from time to time. Any notice shall be deemed given when mailed.

29. RECORDING. This Agreement shall not be recorded but a Memorandum of Agreement describing the property herein described, giving the term of this

Agreement and describing the additional rights and options granted thereby, may be recorded by either party at its expense.

30. GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Arkansas.

31. BINDING EFFECT. The conditions, covenants and agreements herein contained shall bind and inure to the benefit of the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date written above.

BY_____

CHRIS POSEY – LANDLORD

BY_____

BY_____

CYNTHIA ALLISON-TENANT AND PERSONAL GUARANTOR

BY_____

Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	STUDENTS THAT EXCEL ENRICHMENT PROGRAM
Fictitious Names	ADDIE'S SOUL FOOD & GRILL
Filing #	811052551
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	4100 STEPHANIE LANE JONESBORO, AR 72401
Reg. Agent	CYNTHIA ALLISON
Agent Address	4100 STEPHANIE LANE JONESBORO, AR 72401
Date Filed	04/25/2014
Officers	CYNTHIA ALLISON , Incorporator/Organizer CYNTHIA ALLISON , Principal REDA KIMBLE , Director LACRETIA RAY , Director JAYLON ALLISON , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

Purchase a Certificate of Good Standing for this Entity

Submit a Nonprofit Annual Report

Change this Corporation's Address

STATE OF ARKANSAS

SECRETARY OF STATE

John Thurston
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Fictitious Name

of

ADDIE'S SOUL FOOD & GRILL

for

STUDENTS THAT EXCEL ENRICHMENT PROGRAM

filed in this office
April 30, 2019.

SEAL OF THE SECRETARY OF STATE ARKANSAS

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of April, 2019.

John Thurston

Arkansas Secretary of State

A

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **ALLISON** First: **CYNTHIA** Middle: **LAKESHI**

Date of Birth: Sex: Race:

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **4100 STEPHANIE LANE JONESBORO, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC002701349**

Date: **04/29/2019** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Phillip Newcomb On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 W. 7th ST. STE. 503 LITTLE ROCK, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

State of Arkansas Arkansas State Police Identification Bureau PN

Application for Criminal History Check for Alcoholic Beverage Permit
A.C.A 3-2-103

(See other side for instructions)

Full Name: Allison (Last Name) Cynthia (First Name) LaKeshi (MiddleName)

Hill

All other names ever used (married names, maiden, shortened, etc)

Date of Birth: ___ (Month/Day/Year) ___ State of Birth: _____ Race: ___ Sex: ___

Social Security #: ___ Driver's License #:

Mailing Address: 4100 Stephanie Lane (Street) Jonesboro (City) Ar. (State) (ZIP)

Day Time Phone: 7062542308

I GIVE MY CONSENT FOR THE ARKANSAS STATE POLICE TO CONDUCT A CRIMINAL RECORD SEARCH ON MYSELF AND RELEASE ANY RESULTS TO THE FOLLOWING PERSON AND/OR ENTITY :

Name: Cynthia LaKeshi Allison (Full Name of Person/Entity) Phone: 7062542308

Mailing Address: 4100 Stephanie Lane (Street) Jonesboro (City) Ar. (State) 72401 (ZIP)

Signature: Cynthia L. Allen (First/MI/Last Name) Date: 4/24/19 (Month/Day/Year)

(NO REQUEST WILL BE PROCESSED WITHOUT A NOTARIZED SIGNATURE)

STATE OF Arkansas

COUNTY OF Craighead §

Lori Chandler
Craighead County Arkansas
Commission #12389328
Expires November 7, 2026
NOTARY PUBLIC

Subscribed and sworn before me, a Notary Public, in and for the county and state aforesaid, this the 24th day of April, 2019.

My Commission Expires: Nov. 7th 2026 Lori Chandler
Notary Public

For Official Use Only

☐ 82005 Civil Record Check 80005 - ☐ - 80006 FBI Record Check

(5)

1. Cynthia Allison- 4100 Stephanie Lane, Jonesboro AR 72401
2. Jaylon & Stevie Allison- 5016 Mt. Carmel Road, Jonesboro AR 72404
3. Angela Anderson- 3909 Kents Place, Jonesboro 72404
4. Rebecca Anderson- 1803 Leigh Cove, Jonesboro AR 72401
5. Shahindah Ashcraft- 111 Daybreak Dr. Apt E-7, Jonesboro AR 72401
6. De'Angelis Bullard- 1830 E Johnson Apt 109, Jonesboro AR 72401
7. Krystal Baker- 710 N. Caraway Rd, Jonesboro AR 72401
8. Eli Barns- 3719 Stadium Blvd., Jonesboro AR 72404
9. Montrale Barrett- 1656 West Matthew Ave, Jonesboro AR 72401
10. Theodius Bills- 726 Southwest Dr., Jonesboro AR 72401
11. Otis Boyland- 405 G St., Wynne AR 72396
12. Rebecca Boyland- 579 Vestal Lane, Wynne AR 72396
13. Khynhyettia Brown- 419 Gillis St., Jonesboro AR 72401
14. Olivia Bryan- 2722 Krystal Dr., Jonesboro AR 72401
15. Jewell Cannady- 806 Perry Dr., Jonesboro AR 72401
16. Jazhique Carroll- 3700 Kristie Lake Dr., Jonesboro AR 72401
17. Linda Carter- 3855 Saddle Court Dr., Jonesboro AR 72404
18. Jasmine Cate-1329 S. Madison St Apt 9, Jonesboro AR 72401
19. Kourtland Chandler- 1010 Heather Ridge Dr., Jonesboro AR 72401
20. Antonio Christian- 506 Day St., Forrest City AR 72335
21. Brenda Christian- 4305 Willow Pointe Dr., Jonesboro AR 72335
22. Kevin Collins- 606 Bill Hudgens, Lepanto AR 72354
23. Tammy Cotrell- 1429 McClain Ln, Marked Tree AR 72365
24. Fatima Cunningham- 3305 Lonoke Cove, Jonesboro AR 72404
25. Andreshae Davis- 3308 Shanley Rd., Jonesboro AR 72404
26. Angela Ellis- 185 Brookland St. Apt 1, Brookland AR 72417
27. Ava Dees- 369 Norcross Dr., Tyronza AR 72386
28. Freyana Donrer- 2703 Wakefield Dr. Apt C, Jonesboro AR 72401
29. Jennifer Ferguson- 3719 Stadium Blvd. Apt E9, Jonesboro AR 72404
30. Casey Fisher- P.O. Box 423, Tyronza AR 72386
31. Kimberly Foxx- 1313 Herringway Circle, Jonesboro AR 72401
32. Dena Franks – 1407 Smoot Dr., Jonesboro AR 72401
33. Candace Gant- 7011 Olive St. Apt 2, Jonesboro AR 72401
34. Kierra Gates- 1716 Arch St, Jonesboro AR 72401
35. Wendy Gentry- 1105 Elkhorn, Jonesboro AR 72404

36.Natasha Gillian- 912 N Madison St. Apt 1, Jonesboro AR 72401
37.Beverly Hall- P.O.Box 114, Tyronza AR 72386
38.Kinzella Hallelton- P.O.Box 1354, Forrest City AR 72335
39.Rodney Hamilton- 113 Deer Creek St., Athens GA 30604
40.Cierra Hare- 3019 Meador Rd, Jonesboro AR 72401
41.Tasha Harris – 702 Marshall St. Apt B, Jonesboro AR 72401
42.Breanna Hill- 1704 N. Lewis Ave, Fayetteville AR 75007
43.Curtis Hill- 1402 Oaklawn Dr., West Memphis AR 72301
44.Peggy Hill- 720 Wilrn St. Apt 9, Jonesboro AR 72401
45.Versillia Hill- 76 Brookland St. Apt 1, Brookland AR 72417
46.Cryshana Hodges-828 S Caraway Rd. Apt 5-G, Jonesboro AR 72404
47.Deraniah Howard- 1804 West Wood Dr., Jonesboro AR 72401
48.Tyra Howell- 3306 Race St., Jonesboro AR 72401
49.Trina Hughes- 3112 Mayfair Dr., Carrollton TX 75007
50.Tiffany Hull- 1427 Princeton Dr., Statidum GA 30666
51.Carolyn Jones- 2414 Bonderton St. Apt 2, Jonesboro AR 72401
52.Earl Jones- P.O.Box 912, Lepanto AR 72354
53.Joyce Jones- 504 Johnson Ave., Marked Tree AR 72365
54.Linda Jones- 3901 Kelly Dr., Jonesboro AR 72404
55.Tracie Jones- 2341 Mary Jane, Jonesboro AR 72401
56.Amy Jordan – P.O. Box 912 Lepanto AR 72354
57.Amanda Kimble- 2411 Mary Jane Dr., Jonesboro AR 72401
58.Reda Kimble – 909 Parks Dr, Forrest City AR 72335
59.Falon Malone- 1711 Arch St., Jonesboro AR 72401
60.Juanita Malone- 2407 Sunny Meadows Dr., Jonesboro AR 72404
61.Ester Marcarum- 811 Craighead Rd, Jonesboro AR 72401
62.Kesha McShan- 1500 Links Dr. Apt 9, Jonesboro AR 72404
63.Kellye Meabon- 419 Wilson St, Wynne AR 72396
64.Shanetia Mabon-1751 W. Nettleton, Jonesboro AR 72401
65.Trevon Meckown- 811 Huntington St., Jonesboro AR 72401
66.Sonielly Nieves- 1101 Mays LN, Jonesboro AR 72401
67.Alisha Miller- 3700 Kristie Lake Dr. Apt I4, Jonesboro AR 72404
68.Devon Mitchell- 615 Home St., Marked Tree AR 72365
69.Joan Mitchell- 2011 Westwood St., Jonesboro AR 72401
70.Montel Moore- 307 Lake Dr., Jonesboro AR 72401

1. Cynthia Allison- 4100 Stephanie Lane, Jonesboro AR 72401
2. Jaylon & Stevie Allison- 5016 Mt. Carmel Road, Jonesboro AR 72404
3. Angela Anderson- 3909 Kents Place, Jonesboro 72404
4. Rebecca Anderson- 1803 Leigh Cove, Jonesboro AR 72401
5. Shahindah Ashcraft- 111 Daybreak Dr. Apt E-7, Jonesboro AR 72401
6. De'Angelis Bullard- 1830 E Johnson Apt 109, Jonesboro AR 72401
7. Krystal Baker- 710 N. Caraway Rd, Jonesboro AR 72401
8. Eli Barns- 3719 Stadium Blvd., Jonesboro AR 72404
9. Montrale Barrett- 1656 West Matthew Ave, Jonesboro AR 72401
10. Theodius Bills- 726 Southwest Dr., Jonesboro AR 72401
11. Otis Boyland- 405 G St., Wynne AR 72396
12. Rebecca Boyland- 579 Vestal Lane, Wynne AR 72396
13. Khynhyettia Brown- 419 Gillis St., Jonesboro AR 72401
14. Olivia Bryan- 2722 Krystal Dr., Jonesboro AR 72401
15. Jewell Cannady- 806 Perry Dr., Jonesboro AR 72401
16. Jazhique Carroll- 3700 Kristie Lake Dr., Jonesboro AR 72401
17. Linda Carter- 3855 Saddle Court Dr., Jonesboro AR 72404
18. Jasmine Cate-1329 S. Madison St Apt 9, Jonesboro AR 72401
19. Kourtland Chandler- 1010 Heather Ridge Dr., Jonesboro AR 72401
20. Antonio Christian- 506 Day St., Forrest City AR 72335
21. Brenda Christian- 4305 Willow Pointe Dr., Jonesboro AR 72335
22. Kevin Collins- 606 Bill Hudgens, Lepanto AR 72354
23. Tammy Cotrell- 1429 McClain Ln, Marked Tree AR 72365
24. Fatima Cunningham- 3305 Lonoke Cove, Jonesboro AR 72404
25. Andreshae Davis- 3308 Shanley Rd., Jonesboro AR 72404
26. Angela Ellis- 185 Brookland St. Apt 1, Brookland AR 72417
27. Ava Dees- 369 Norcross Dr., Tyronza AR 72386
28. Freyana Donrer- 2703 Wakefield Dr. Apt C, Jonesboro AR 72401
29. Jennifer Ferguson- 3719 Stadium Blvd. Apt E9, Jonesboro AR 72404
30. Casey Fisher- P.O. Box 423, Tyronza AR 72386
31. Kimberly Foxx- 1313 Herringway Circle, Jonesboro AR 72401
32. Dena Franks – 1407 Smoot Dr., Jonesboro AR 72401
33. Candace Gant- 7011 Olive St. Apt 2, Jonesboro AR 72401
34. Kierra Gates- 1716 Arch St, Jonesboro AR 72401
35. Wendy Gentry- 1105 Elkhorn, Jonesboro AR 72404

36. Natasha Gillian- 912 N Madison St. Apt 1, Jonesboro AR 72401
37. Beverly Hall- P.O.Box 114, Tyronza AR 72386
38. Kinzella Hallelton- P.O.Box 1354, Forrest City AR 72335
39. Rodney Hamilton- 113 Deer Creek St., Athens GA 30604
40. Cierra Hare- 3019 Meador Rd, Jonesboro AR 72401
41. Tasha Harris – 702 Marshall St. Apt B, Jonesboro AR 72401
42. Breanna Hill- 1704 N. Lewis Ave, Fayetteville AR 75007
43. Curtis Hill- 1402 Oaklawn Dr., West Memphis AR 72301
44. Peggy Hill- 720 Wilrn St. Apt 9, Jonesboro AR 72401
45. Versillia Hill- 76 Brookland St. Apt 1, Brookland AR 72417
46. Cryshana Hodges-828 S Caraway Rd. Apt 5-G, Jonesboro AR 72404
47. Deraniah Howard- 1804 West Wood Dr., Jonesboro AR 72401
48. Tyra Howell- 3306 Race St., Jonesboro AR 72401
49. Trina Hughes- 3112 Mayfair Dr., Carrollton TX 75007
50. Tiffany Hull- 1427 Princeton Dr., Statidum GA 30666
51. Carolyn Jones- 2414 Bonderton St. Apt 2, Jonesboro AR 72401
52. Earl Jones- P.O.Box 912, Lepanto AR 72354
53. Joyce Jones- 504 Johnson Ave., Marked Tree AR 72365
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62. Kesha McShan- 1500 Links Dr. Apt 9, Jonesboro AR 72404
63. Kellye Meabon- 419 Wilson St, Wynne AR 72396
64. Shanetia Mabon-1751 W. Nettleton, Jonesboro AR 72401
65. Trevon Meckown- 811 Huntington St., Jonesboro AR 72401
66. Sonielly Nieves- 1101 Mays LN, Jonesboro AR 72401
67. Alisha Miller- 3700 Kristie Lake Dr. Apt I4, Jonesboro AR 72404
68. Devon Mitchell- 615 Home St., Marked Tree AR 72365
69. Joan Mitchell- 2011 Westwood St., Jonesboro AR 72401
70. Montel Moore- 307 Lake Dr., Jonesboro AR 72401

71. Lashunya Nichols- 520 Brickle Berry Ridge, Athens GA 30605
72. Ginette Nounmes-411 Tealwood Dr., Jonesboro AR 72401
73. Cadarious Parchman- 1900 Belt St. Apt B, Jonesboro AR 72401
74. Cherelle Phillips- 3719 Stadium Blvd Apt E9, Jonesboro AR 72404
75. Ruby Phillips – P.O. Box 439, Madison AR 72359
76. Chris Posey- 5609 Crowley's Ridge St., Jonesboro AR 72401
77. Lacretia Ray- 4219 Richardson Dr., Jonesboro AR 72404
78. Oretha Ray- 863 SFC 848, Palestine AR 72372
79. Shereka 2707 Wakefield Dr. Apt E4, Jonesboro AR 72404
80. Kim Richardson – 815 Belford St., West Memphis AR 72301
81. Gwen Roberson- 823 SFC 848, Palestine AR 72372
82. Kevin Ross- 216 W. Rose Clair, Jonesboro AR 72401
83. Ann Rossell- 4620 Prospect Rd. Apt 2, Jonesboro AR 72401
84. Carletha Rounds- 4721 Samantha Ave., Jonesboro AR 72401
85. Sanyar Ruiez- 2519 Ferert Home Rd. Unit 44, Jonesboro AR 72401
86. Annette Sayles- P.O. Box 5001, Athens GA 30604
87. Jamie Shramble- 2134 Valley View Dr., Jonesboro AR 72404
88. Jaylin Smalls- 3350 Pebble Beach Dr. #6, Conway AR 72034
89. Traticia Smith- 210 E. Nettleton Apt. 2, Jonesboro AR 72401
90. Tiffany Sparks- 117 N Rogers St. Apt 11, Jonesboro AR 72401
91. Barbara Sandridge- 2516 Nancy Sue, Jonesboro AR 72404
92. Vanessa Sylas- 2216 Clark St. Apt D, Jonesboro AR 72401
93. Felicia Talbot- 106-4 Malorie Dr., Bono AR 72416
94. Latoya Taylor- College Pine 2 Village Apt 2, Jonesboro AR 72401
95. Kenneth Thompson- 3883 Bridle Wood Dr, Jonesboro AR 72404
96. Queen Thompson-1404 Golf Course Dr., Jonesboro AR 72404
97. Wanda Thompson – 2613 Mix Lane, Jonesboro AR 72404
98. Jamie Tolson- 1009 Hester St., Jonesboro AR 72401
99. Larika Travis- 4309 Stonebrook Dr., Jonesboro AR 72404
100. Cherry Watkins- 1125 Mays Lane, Jonesboro AR 72401

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:028	**Version:**	1	**Name:**	ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR AS REQUESTED BY GEORGE HAMMAN OF CIVILOGIC ON BEHALF OF T. ABRAHAM & SONS, LLC
Type:	Ordinance			**Status:**	Third Reading
File created:	5/22/2019			**In control:**	City Council
On agenda:				**Final action:**	
Title:	AN ORDINANCE ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR AS REQUESTED BY GEORGE HAMMAN OF CIVILOGIC ON BEHALF OF T. ABRAHAM & SONS, LLC				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	petition with signature.pdf RECORDED RP 18-31 OAKTREE MANOR OVERALL REPLAT.pdf ENGINEERING ABANDONMENT CONCURRENCE.pdf ATT ABANDONMENT CONCURRENCE.pdf Center Point Utility Easement Release Form.pdf CWL ABANDONMENT CONCURRENCE.pdf RITTER ABANDONMENT LETTER.pdf Suddenlink and Altice Easement Abandonment - Bradley Street - Jonesboro AR.pdf				

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		
6/4/2019	1	City Council	Held at one reading	

AN ORDINANCE ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR AS REQUESTED BY GEORGE HAMMAN OF CIVILOGIC ON BEHALF OF T. ABRAHAM & SONS, LLC
AN ORDINANCE ABANDONING AND VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR:

LEGAL DESCRIPTION - RIGHT-OF-WAY AND EASEMENT ABANDONMENT:
Part of the Northgate Addition (as recorded in Deed Record 179 at Page 73), Jonesboro, AR, being all easements shown on Lots 4-12, Block “A”, Lots 1-7, Block “B”, Lots 1-15, Block “C”, Lots 1-15, Block “D”, Lots 1-7, Block “E”, along with the rights-of-way of Beth Street, Carla Street, 5th Street, and that portion of Bradley Street lying east of Lot 8, Block “E” Northgate Addition, and west of Lot 7, Block “A” of the Highway #141 Subdivision (as recorded in Deed Record 123 at Page 85).

WHEREAS, the City Council at its regular meeting on June 4, 2019, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of the T. Abraham & Sons, LLC, being private owners, to abandon right-of-way and drainage and utility easements; and

WHEREAS, the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS, the respective utilities have consented to said abandonment; and

WHEREAS, the abandonment of said right-of-way and drainage and utility easements will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that;

SECTION 1. The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the right-of-way and drainage and utility easements described above.

SECTION 2. A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County at Jonesboro, Arkansas, and recorded in the Deed Records of Craighead County, Arkansas.

SECTION 3. The closing, vacating and abandonment by the City of its rights and the rights of the public generally in the above described right-of-way and drainage and utility easements are in the public interest and will promote the public peace and welfare.

SECTION 4. All easements shown on the Oaktree Manor Overall Replat, as recorded in Plat Cabinet “C” at Page 308, said recording being dated 09/20/18, and also being referenced as Craighead County Document Number 2018R-018972, shall remain in full force and effect following the abandonment described above.

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENTS IN OAKTREE MANOR,

We, the undersigned, being the owner(s) of property adjoining the following described property:

LEGAL DESCRIPTION – RIGHT-OF-WAY AND EASEMENT ABANDONMENT:
Part of the Northgate Addition (as recorded in Deed Record 179 at Page 73), Jonesboro, AR, being all easements shown on Lots 4-12, Block "A", Lots 1-7, Block "B", Lots 1-15, Block "C", Lots 1-15, Block "D", Lots 1-7, Block "E", along with the rights-of-way of Beth Street, Carla Street, 5th Street, and that portion of Bradley Street lying east of Lot 8, Block "E" Northgate Addition, and west of Lot 7, Block "A" of the Highway #141 Subdivision (as recorded in Deed Record 123 at Page 85).

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way and drainage and utility easements described above closed and abandoned.

Dated this 6 day of May, 2019.

PROPERTY OWNER, NAME AND ADDRESS
T. Abraham & Sons, LLC
C/O Robert Abraham, M.D.
2608 Duckswater
Jonesboro, AR 72404

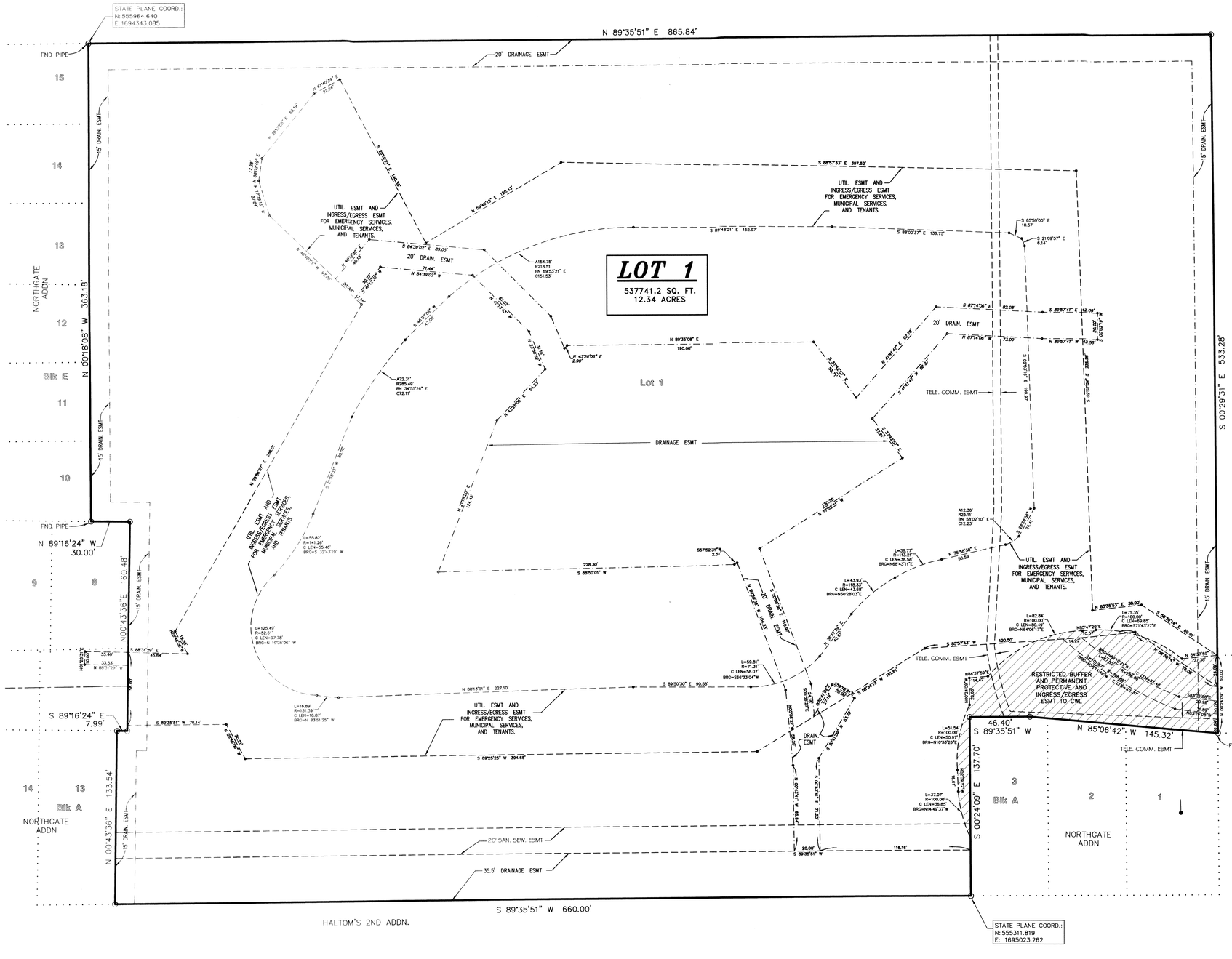
Signature 6 May 2019 Date

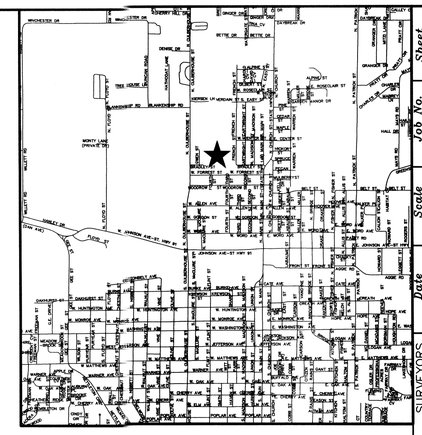
Subscribed and sworn to before me this 6th day of May, 2019.

Laura E. Ward
Notary

Expiration Date: 1/17/2021

OFFICIAL SEAL - #12380228
LAURA E. WARD
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 01-17-21





N

W E

S

0' 40' 80' 120'

GRAPHIC SCALE

Date 09-20-16	Scale 1"=40'	Job No. 113050	Sheet No. 1 of 1
Section 7	Township 14N	Range 04E	County CRAIGHEAD
Drawn By: RE		Checked by: GH	

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ENGINEERS PLANNERS SURVEYORS

Civilogic

203 Southwest Dr.–Jonesboro, AR–(870)932–7880–www.civilogic.net

OAKTREE MANOR OVERALL REPLAT

JONESBORO, ARKANSAS

FOR

DR. ROBERT ABRAHAM

2018R-018972
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
09/20/2018 3:28:14 PM
FEE: 15.00
PAGES: 1
SHARRON USSERY

City of Jonesboro ENGINEERING DEPARTMENT
DATE 9/17/18
FILE # FP-18-31
CITY PLANNER
CITY ENGINEER
CITY SURVEYOR
CITY WATER & LIGHT

RECORDED
BOOK L PAGE 300
DATE 9-20-18 TIME 3:24 p.m.
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY Deputy Clerk D.C.

CERTIFICATE OF AUTHORIZATION
CIVILOGIC
No. 329
ARKANSAS ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 11
DATE 9-17-18
GEORGE M. HANNAH
REGISTERED LAND SURVEYOR

JOB NO.: 113050

SHEET NUMBER
1 of 1

NOTES

1) BEARINGS BASED ON GPS OBSERVATION.
2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000'
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
4) ALL PINS SET ARE ½" REBAR, UNLESS NOTED OTHERWISE.
5) FLOOD PLAIN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS. COMMUNITY PANEL NO. 05031C0043 C. DATED 09/27/91.

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Dr. Robert Abraham

CERTIFICATE OF SURVEY:

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

OAKTREE MANOR OVERALL REPLAT

of Lot 1, Oaktree Manor Phase I of replat ofLots 4–12, Block A, Lots 1–7, Block B, Lots 1–15, Block C, Lots 1–15, Block D, and Lots 1–7, Block E, along with the right of ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition, Jonesboro, Arkansas.

City of Jonesboro ARKANSAS

City of Jonesboro
Engineering Department
Municipal Building
PO Box 1845
300 S. Church
Jonesboro, AR 72403
Phone: (870) 932-2438

December 8, 2017

George Hamman
Civilogic
203 Southwest Drive
Jonesboro, AR 72401

Re: Formerly Part of "Northgate Addition"
Requested Street Right-of-Way and Easement Abandonment
Civilogic File Number: 113050

Dear Hamman:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the right-of-way and easement of parts of the former "Northgate Addition", as described in the attached abandonment plat dated November 22, 2017.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith
City Planner

Civilogic

203 Southwest Drive
Jonesboro, AR 72401
e-mail: *george@civilogic.net*

Phone (870) 932-7880
Fax (870) 972-9662

November 30, 2017

Mr. Michael Morris, PE
City of Jonesboro Engineering Department
PO Box 1845
Jonesboro, AR 72401

RE: Formerly Part of "Northgate Addition"
Requested Street Right-of-Way and Easement Abandonment
Our File Number: 113050

Dear Mr. Morris:

Enclosed is a copy of the proposed street right-of-way and drainage easement abandonment plat. The proposed areas for abandonment are cross-hatched on the plat. There is a new development scheme for this property that is underway. The first enclosed sheet indicates the rights-of-way to be abandoned. The second and third sheets indicate the recorded plat of the easements that are retained. The new scheme includes proper easement in the appropriate locations.

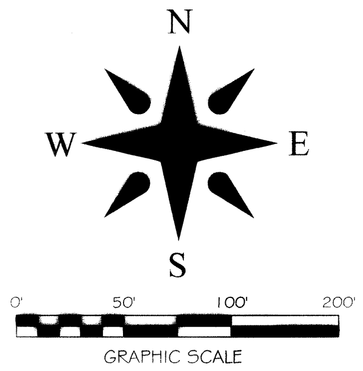
We are writing today to request written concurrence from your agency. Said concurrence is an essential part of the information required by the City Council of Jonesboro for formal consideration of the proposed abandonment.

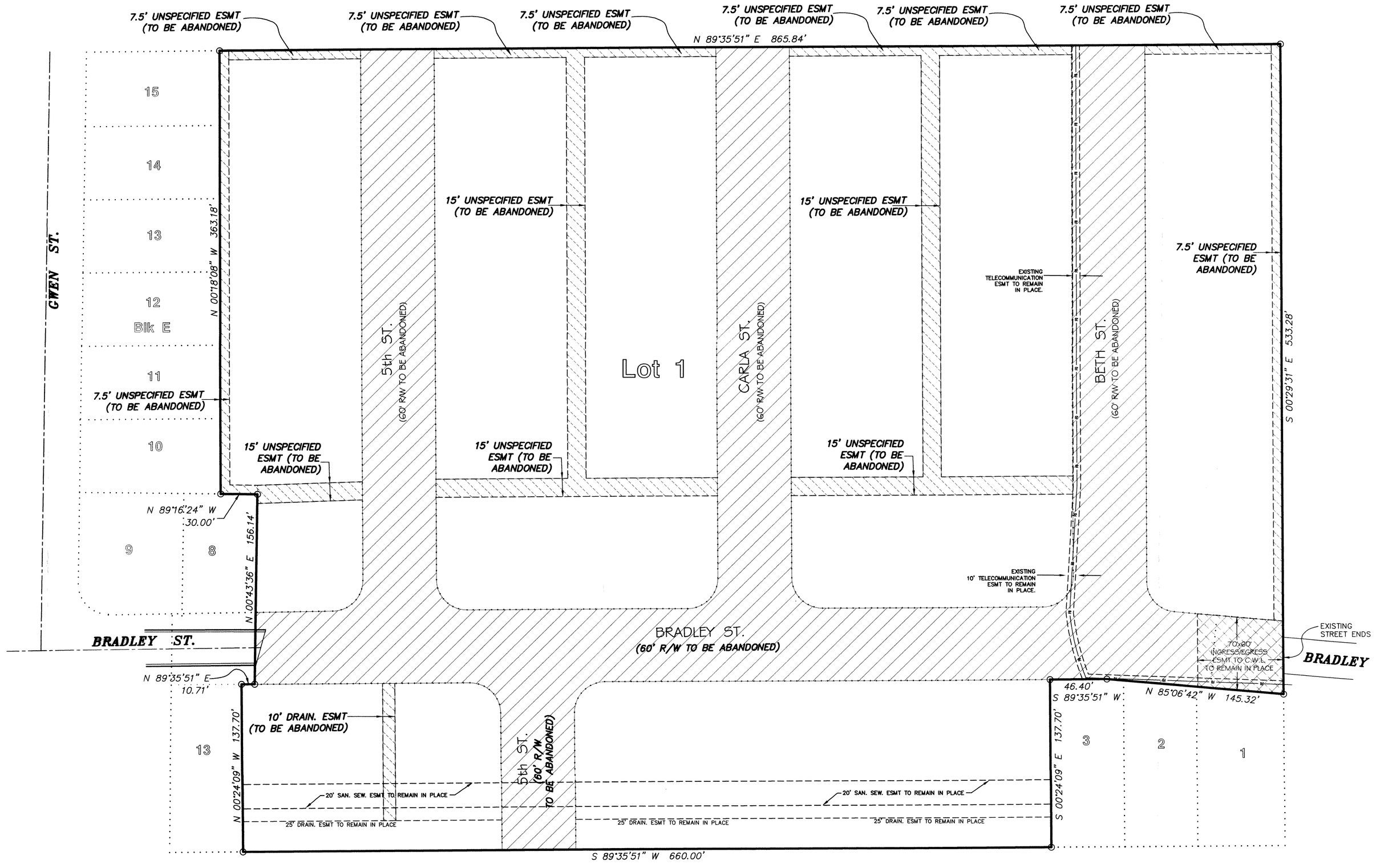
Thank you for your time and attention. If we may be of further service, please do not hesitate to contact us at your convenience at the contacts shown above.

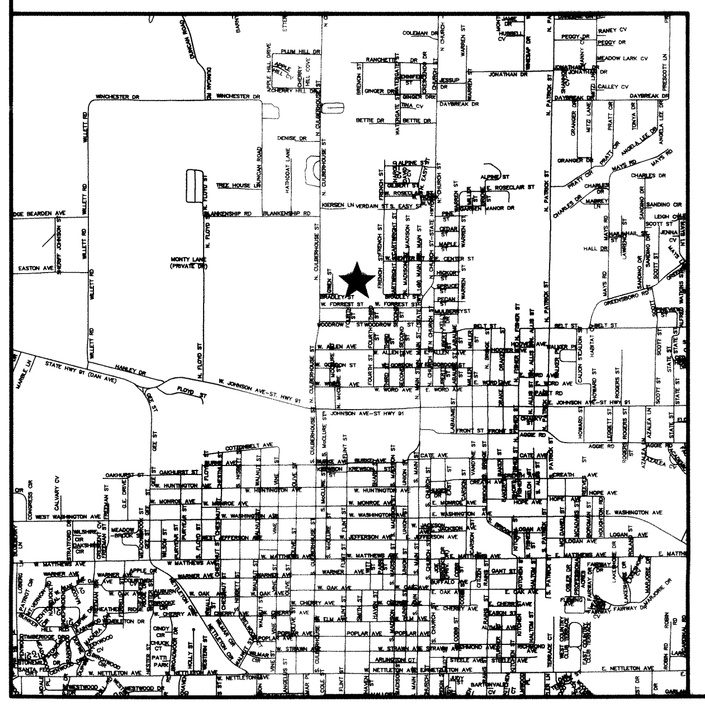
Respectfully,
Civilogic

George Hamman, PE, PS, President

Enclosure: Abandonment Plat
Recorded Plat (2 pages)







NOTES:
1) LOT LINES EXTINGUISHED BY REPLAT FILED AT PLAT CABINET 'C', PAGE 257.

Sheet No. 1 of 1

Job No. 113050
County CRAIGHEAD
Range 04E
Township 14N
Section 07
Scale 1"=50'
Date 11-22-17
Drawn By: RE
Checked by: GH

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

ABANDONMENT PLAT
OAKTREE MANOR
JONESBORO, ARKANSAS
FOR
DR. ROBERT ABRAHAM

CERTIFICATE OF AUTHORIZATION NO. 1201
CIVILOGIC
No. 329
ARKANSAS-ENGINEER

REGISTERED
GEORGE M. HANNAH
ARKANSAS
NO. 1679
SIGNATURE
11-22-17
DATE
GEORGE M. HANNAH
PROFESSIONAL SURVEYOR

JOB NO.: 113050
SHEET NUMBER
1 of 1

OAKTREE MANOR PHASE I

RECORD PLAT
JONESBORO, ARKANSAS
FOR
DR. ROBERT ABRAHAM

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

Date	Scale	Job No.
08-18-15	1"=40'	113050
Section	Township	Range	County
7	14N	04E	CRAIGHEAD
Drawn By: RE	Checked by: GH		

ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC PRINTS
© 2015, Civilogic

Sheet No. 1 of 2

REGISTERED STATE OF ARKANSAS No. 11223 JOHN M. HAMRA PROFESSIONAL SURVEYOR

CERTIFICATE OF AUTHORIZATION CIVILOGIC No. 329

JOB NO.: 113050

SHEET NUMBER 1 of 2

OAKTREE MANOR PHASE I

A REPLAT OF

LOTS 4-12, BLOCK A, LOTS 1-7, BLOCK B,
LOTS 1-15, BLOCK C, LOTS 1-15,
BLOCK D, AND LOTS 1-7, BLOCK E,
ALONG WITH THE RIGHT OF WAYS OF BETH STREET,
CARLA STREET, PART OF 5th STREET AND
PART OF BRADLEY STREET ALL IN
NORTHGATE ADDITION,
JONESBORO, ARKANSAS.

LEGAL DESCRIPTION:

Lots 4-12, Block A, Lots 1-7, Block B, Lots 1-15, Block C, Lots 1-15, Block D, and Lots 1-7, Block E, along with the right of ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition, Jonesboro, Arkansas.

City of Jonesboro FILE # MPLS-13-01
DATE 8/19/15
CITY ENGINEER
CITY PLANNER
CITY SURVEYOR
CITY WATER & LIGHT

CERTIFICATE OF SURVEY:

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

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Dr. Robert Abraham

NOTES:

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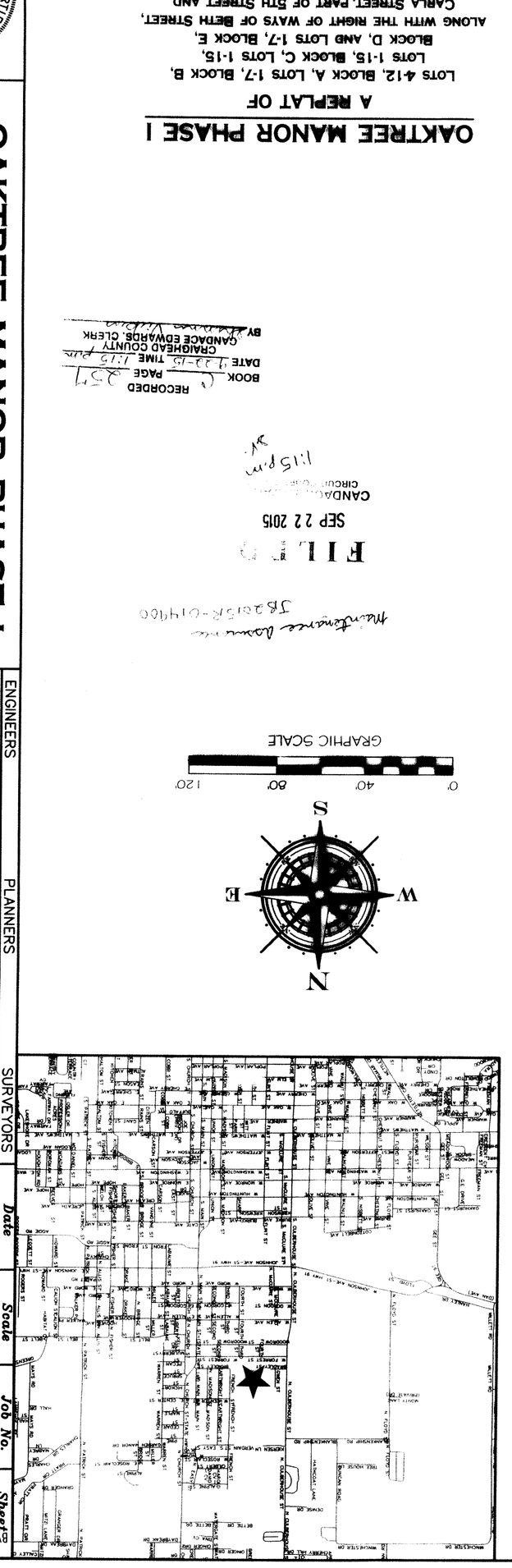
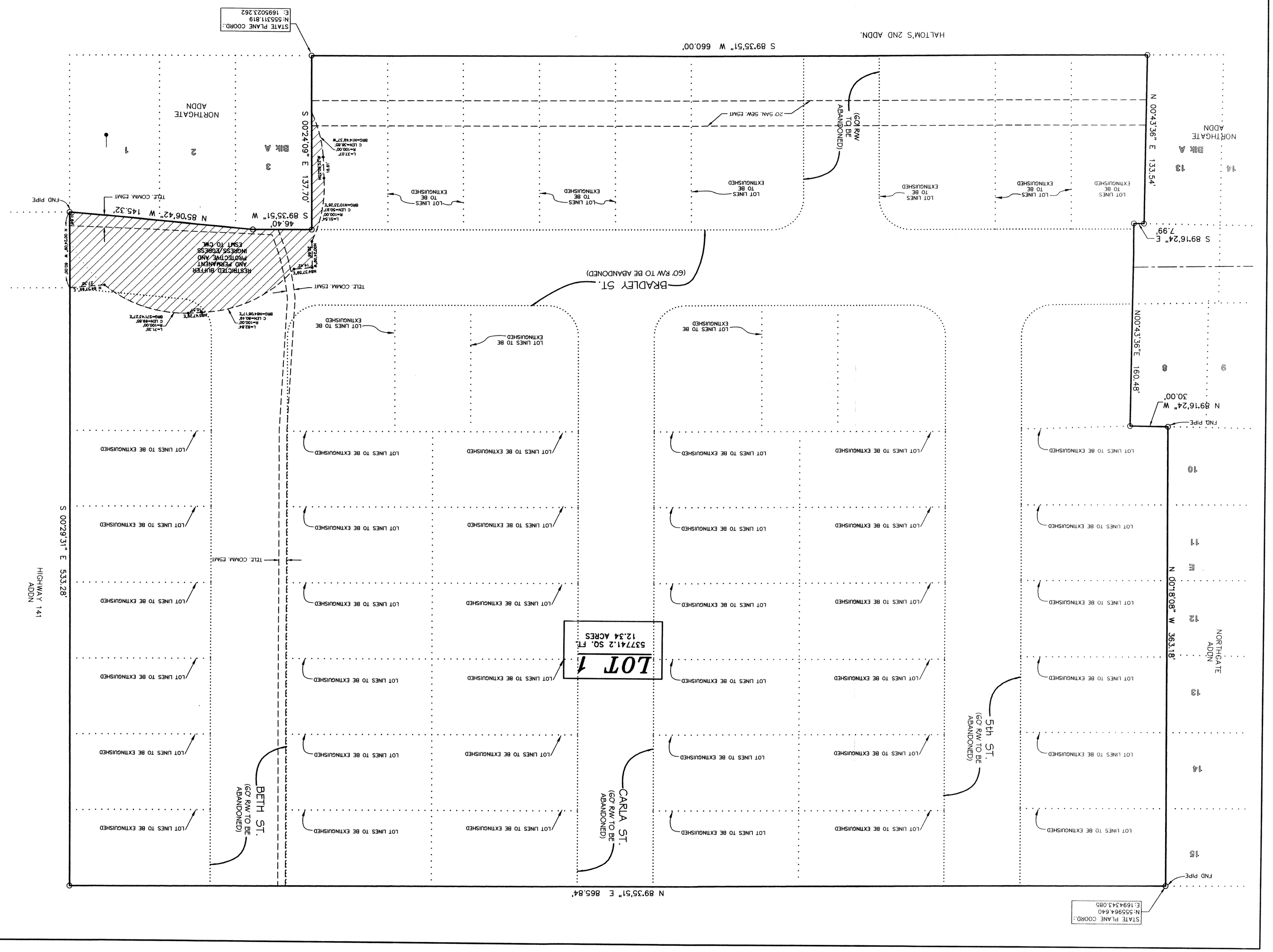
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
4) ALL PINS SET ARE ½" REBAR, UNLESS NOTED OTHERWISE.
5) FLOOD PLAIN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0043 C. DATED 09/27/91.



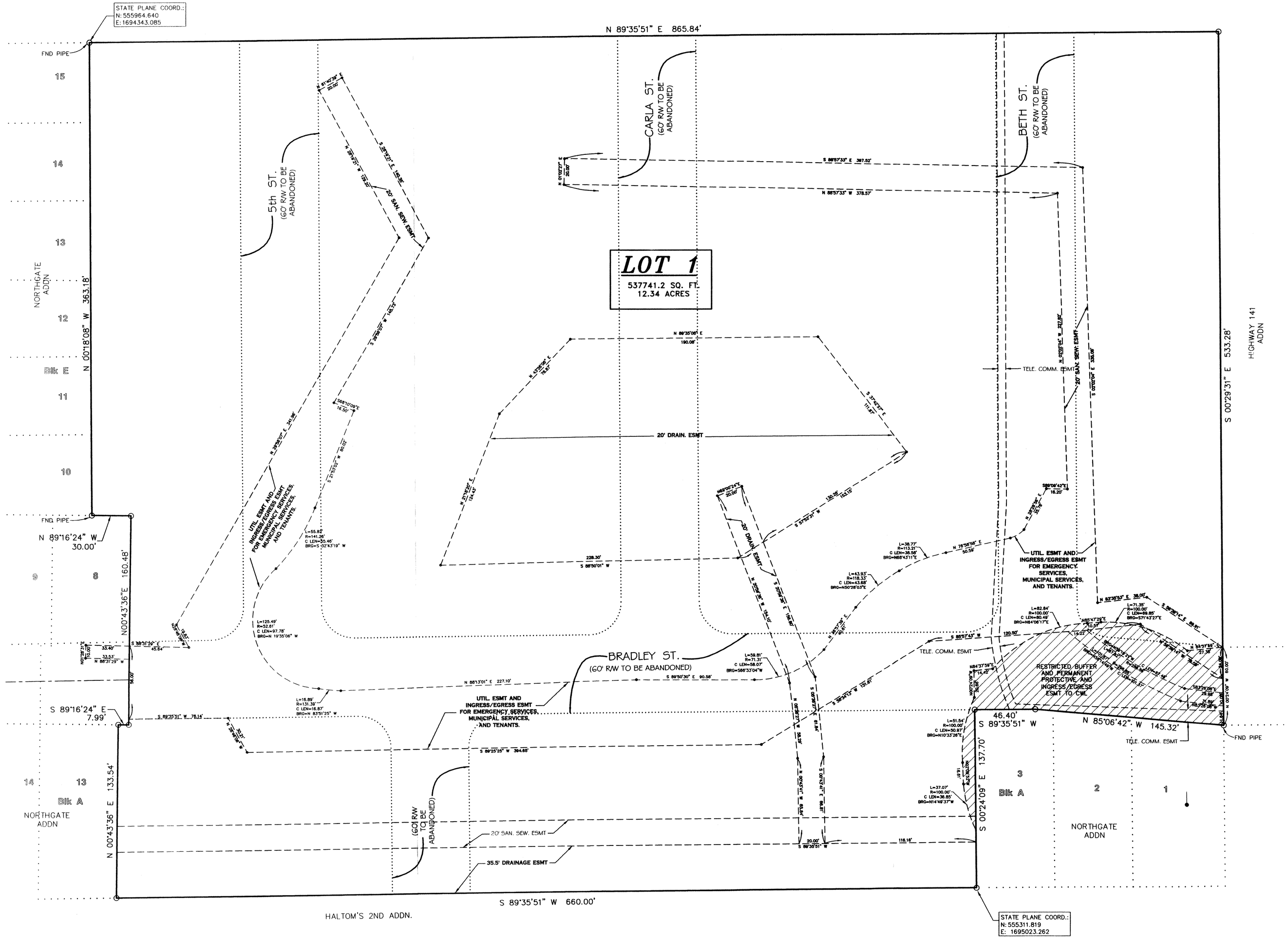


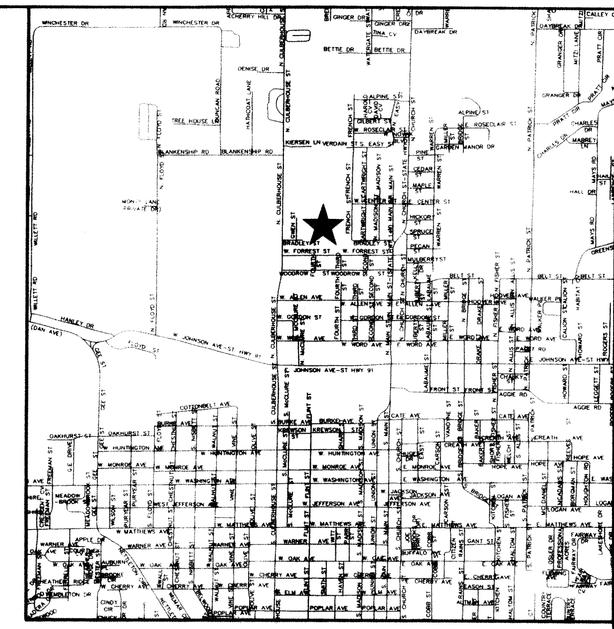
RECORDED
BOOK ____ PAGE ____
DATE ____ TIME ____
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY ____

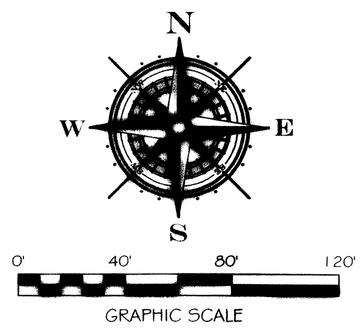
FILED
SEP 22 2015
CANDACE EDWARDS
CIRCUIT CLERK
1:15 pm

3820156-014901
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON
09/22/2015 01:15:14PM

JB2015R-014901 2
JB2015R-014901
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON
09/22/2015







OAKTREE MANOR PHASE I

RECORD PLAT
JONESBORO, ARKANSAS
FOR
DR. ROBERT ABRAHAM

Sheet No.	2 of 2
Job No.	113050
Scale	1"=40'
Date	08-18-15
County	CRAIGHEAD
Section	7
Township	14N
Range	04E
Drawn By:	RE
Checked by:	GH

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

OAKTREE MANOR PHASE I

A REPLAT OF

LOTS 4-12, BLOCK A, LOTS 1-7, BLOCK B, LOTS 1-15, BLOCK C, LOTS 1-15, BLOCK D, AND LOTS 1-7, BLOCK E, ALONG WITH THE RIGHT OF WAYS OF BETH STREET, CARLA STREET, PART OF 5TH STREET AND PART OF BRADLEY STREET ALL IN NORTHGATE ADDITION, JONESBORO, ARKANSAS.

NOTES:

1) BEARINGS BASED ON GPS OBSERVATION.
2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000'
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
4) ALL PINS SET ARE ½" REBAR, UNLESS NOTED OTHERWISE.
5) FLOOD PLAIN: THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0043 C, DATED 09/27/91.

CERTIFICATE OF OWNERSHIP:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Dr. Robert Abraham

CERTIFICATE OF SURVEY:

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

LEGAL DESCRIPTION:

Lots 4-12, Block A, Lots 1-7, Block B, Lots 1-15, Block C, Lots 1-15, Block D, and Lots 1-7, Block E, along with the right of ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition, Jonesboro, Arkansas.

City of Jonesboro	DATE 11/18/15
	FILE # PB-31
CITY PLANNER	
CITY ENGINEER	
CITY SURVEYOR	N/A
CITY WATER & LIGHT	

CERTIFICATE OF AUTHORIZATION
CIVILOGIC
No. 329
ARKANSAS-ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 1273
10-31-15
GARY D. HAMMAN
PROFESSIONAL SURVEYOR

JOB NO.: 113050
SHEET NUMBER
2 of 2

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

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

October 29, 2018

Anthony Martinez
AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401

Dear Mr. Hamman,

Please see page 2 of this document for approval of abandonment of the utility easements in question, Re: Oaktree Manor Overall Replat, Jonesboro, Craighead County, Arkansas. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must to be completed by Civilogic or an associate of theirs.

Sincerely,

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

at&t

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

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

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

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

Re: Re: Oaktree Manor Overall Replat, Jonesboro, Craighead County, Arkansas

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided the following described easements are retained.

☐ Objections to the vacation(s) described above, reason described below:

_____

_____

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

Signature of Utility Company Representative: _____ Date: 10/29/18

CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 1/31/2018

Requested Abandonment: Beth St., Carla St., part of 5th St., and part of Bradley St. Right of Ways in OakTree Manor Phase I.

Legal Description:

Oaktree Manor- Phase I Replat of Lots 4-12. inclusively, Block "A", Lots 1-7, inclusively, Block "B", Lots 1-15, inclusively, Block "C", Lots 1-15, inclusively, Block "D", Lots 1-7, inclusively, Block "E", along with the abandoned right-of-way of Beth Street. Carla Street, part of Fifth Street, and part of Bradley Street, all in Northgate Addition, Jonesboro, AR

UTILITY COMPANY COMMENTS:

[X] No objections to the abandonment(s) described above.

[ ] No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

[ ] Objects to the abandonment(s) described above, reason described below.

Described reasons for objection or easements to be retained.

1-31-18 Engineer II

Signature of Utility Company Representative Title

Owned by the Citizens of Jonesboro

February 14, 2018

Donna Jackson
City Clerk
City of Jonesboro, Arkansas

RE: Right-of-Way and Easement Abandonment
Bradley Street, Beth Street, Carla Street, & 5th Street

Dear Donna:

City Water and Light Plant of the City of Jonesboro ("CWL") has been requested to consent to the vacation and abandonment of a portion of Bradley Street, Beth Street, Carla Street and 5th Street of Northgate Addition described as follows ("Existing Right of Way"):

That portion of Northgate Addition lying east of Gwen Street and west of French Street including all of Lots 4 through 12, Block A, Lots 1 through 7, Block B, Lots 1 through 15, Block C, Lots 1 through 15, Block D, and Lots 1 through 7, Block E, along with the Right of Ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition lying in the Southwest Quarter of the Southwest Quarter, Section 7, Township 14 North, Range 4 East, Craighead County, Arkansas.

CWL has no objection to the abandonment of the Existing Right of Way and Drainage Easement this portion of Bradley Street, Beth Street, Carla Street and 5th Street.

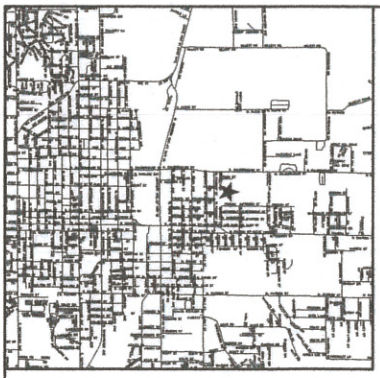
As required by Sections 113-49 and 113-50 of the Jonesboro Municipal Code, please present the preliminary plat and final plat to CWL for its consideration and approval.

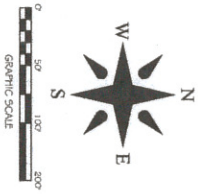
Please feel free to contact me with any questions.

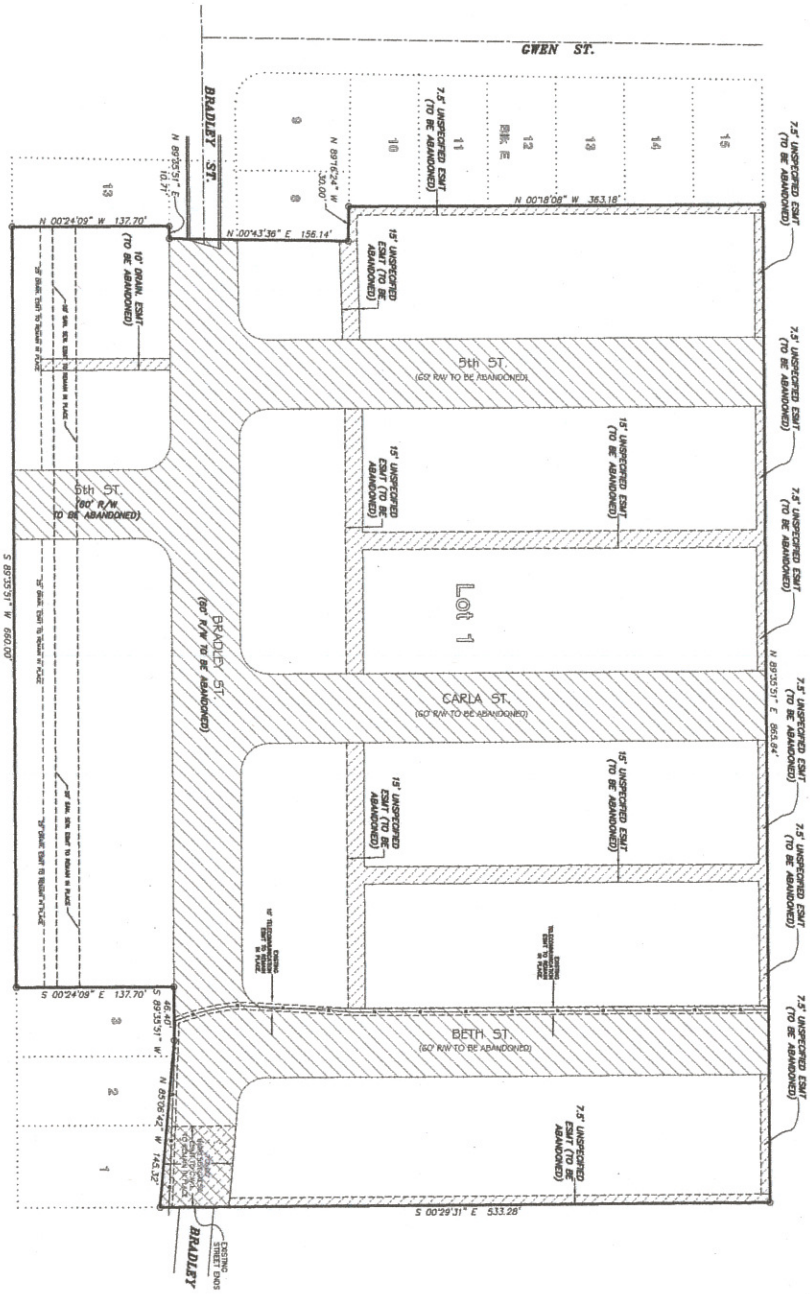
Sincerely,

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

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







NOTES:
1) LOT 1 UNES ESTINQUISHED BY REPLAT
FILED AT PLAT CABINET 'C' PAGE 207.

1 of 1	JOB NO.: 113050 SHEET NUMBER			ABANDONMENT PLAT OAKTREE MANOR JONESBORO, ARKANSAS FOR DR. ROBERT ABRAHAM	ENGINEERS PLANNERS SURVEYORS Civilogic 203 Southwest Dr.–Jonesboro, AR–(870)932–7880–www.civilogic.net	Date 11–22–17	Scale 1"=50'	Job No. 113050	Sheet No. 1 of 1
						Section 07	Township 14N	Range 04E	County CRAIGHEAD
						Drawn By: RE	Checked by: GH		
						HOLT EXPRESS VOTE VALLEY COLORED DESIGNATIONS AND REGIONAL GEOLOGIC REPORT			
						© 2017, Civilogic			

Ritter Communications Inc
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

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

Ritter Communications concur with the abandonment of the right of way and easement located at Oaktree Manor, as described in the attached abandonment plat page one, dated December 22, 2017.

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided the following described easements are retained.

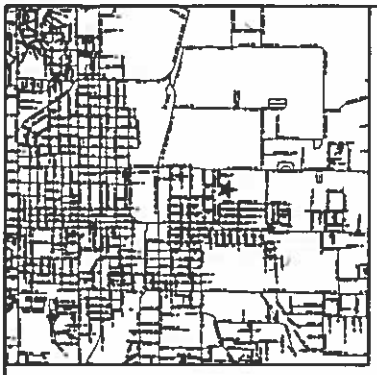
☐ Objects to the vacation(s) described above, reason described below:

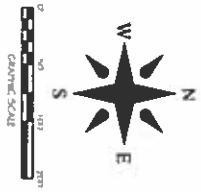
_____

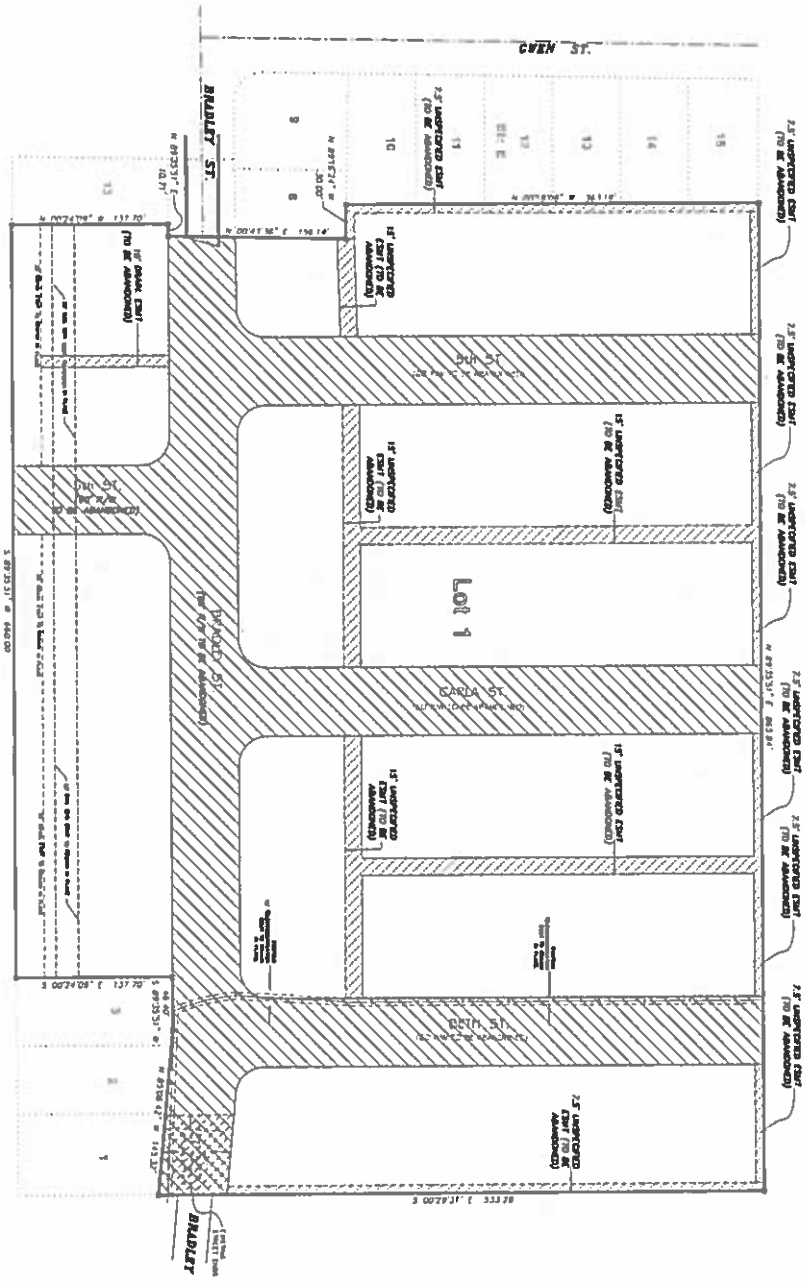
_____

Alice Martin

Alice Martin Engineering Supervisor
Ritter Communications Inc
alice.martin@rittercommunications.com
870-243-5681 Cell







NOTES:
1 LOT LINE ESTABLISHED BY REPLAT
FILED AT PLAT CABINET 'C', PAGE 287.

1 of 1

ABANDONMENT PLAT
OAKTREE MANOR
JONESBORO, ARKANSAS
FOR
DR. ROBERT ABRAHAM

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

Date	Scale	Job No.
11-22-17	1"=50'	113050

Section	Township	Range	County
07	14N	04E	CRAIGHEAD

Drawn By: RE Checked by: GH

Sheet No. 1 of 1

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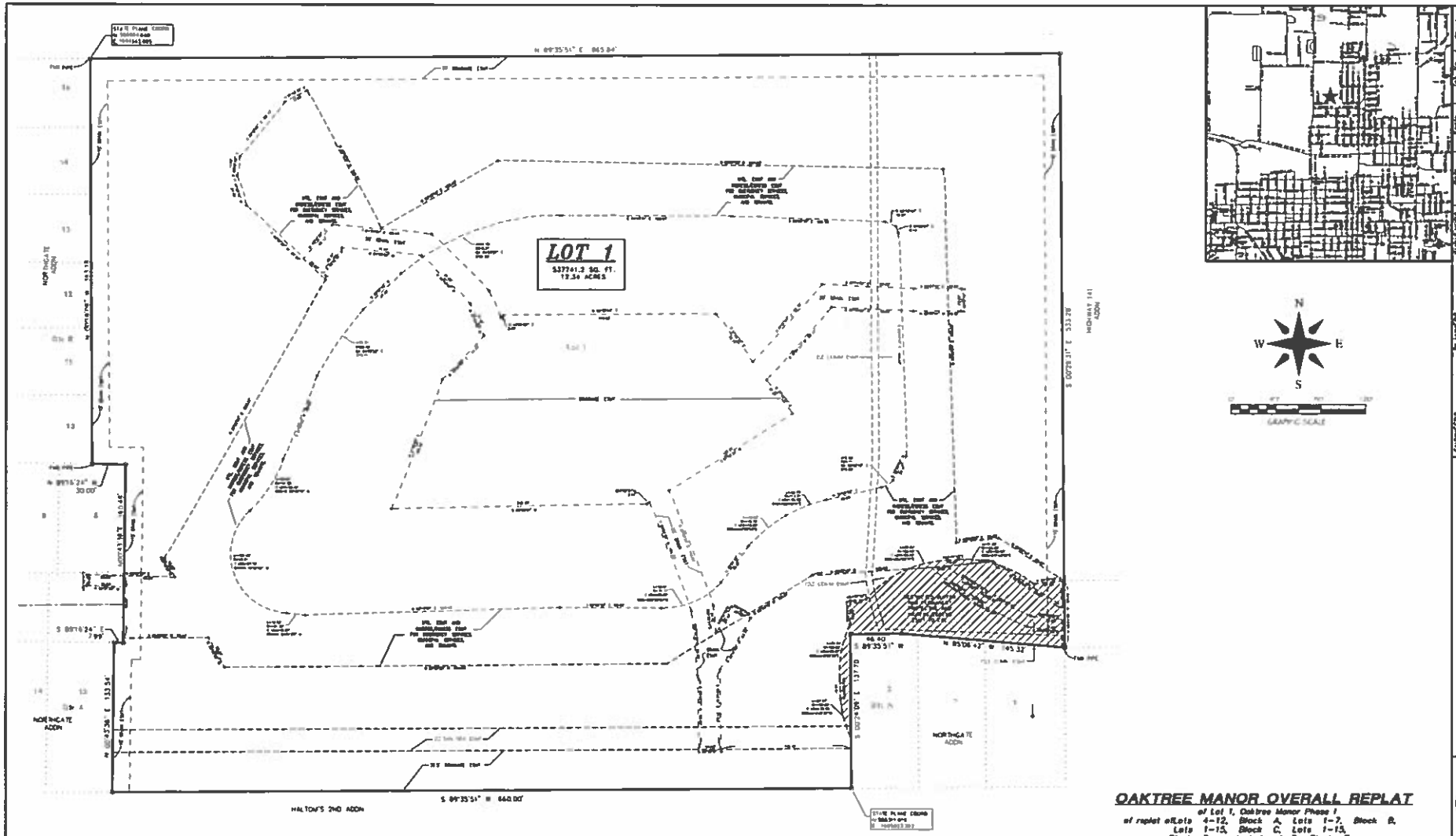

OAKTREE MANOR OVERALL REPLAT

of Lot 1, Oaktree Manor Phase I
of replat of Lots 4-12, Block A, Lots 1-7, Block B, Lots 1-15, Block C, Lots 1-15, Block D, and Lots 1-7, Block E, along with the right of ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition, Jonesboro, Arkansas.

NOTES

1) BEARINGS BASED ON GPS OBSERVATIONS.
2) THE CLOSURE PRECISION OF THE PLAT IS AN EXCESS OF 1' IN 10,000.
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTIONS PROVIDED.
4) ALL PINS SET ARE ½" RCMU, UNLESS NOTED OTHERWISE.
5) PLEASE PLEASE THIS TRACT DOES LIE WITHIN THE 500-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK., AND INCORPORATED AREAS, COMMUNITY PANEL NO. 050030041 C, DATED 09/17/91.

CERTIFICATE OF OWNERSHIP

We hereby certify that we are the owners of the property shown and described hereon, that we accept the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Dr. Robert Abraham

CERTIFICATE OF SURVEY

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

Civilogic

OAKTREE MANOR OVERALL REPLAT
JONESBORO, ARKANSAS
FOR
DR. ROBERT ABRAHAM

JOB NO.: 113040
SHEET NUMBER
1 of 1

altice

Mr. George Hamman
Civilogic Solutions Inc.
203 Southwest Dr.
Jonesboro, AR 72401

RE: Easement Abandonment – Bradley Street, Jonesboro, AR 72401
Legal Description: *"of Lot 1, Oaktree Manor Phase I of replat of Lots 4 – 12, Bock A, Lots 1 – 7, Bock B, Lots 1 – 15, Block C, Lots 1 – 15, Block E, along with the right of ways of Beth Street, Carla Street, part of 5th Street and part of Bradley Street all in Northgate Addition, Jonesboro, AR."*

Dear Mr. Hamman:

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

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

Yours truly,

Paul Corona
VP, Construction Services

Altice USA
111 Stewart Avenue
Bethpage, NY 111719
alticeusa.com

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:029	**Version:**	3	**Name:**	CREATE THE JONESBORO OVERSIGHT INTEGRITY COUNCIL
Type:	Ordinance			**Status:**	Third Reading
File created:	5/22/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	AN ORDINANCE TO CREATE THE JONESBORO OVERSIGHT INTEGRITY COUNCIL TO IDENTIFY, RESEARCH, INVESTIGATE, REVIEW, AND PRIORITIZE POTENTIAL FUTURE CAPTIAL IMPROVEMENTS OF A PUBLIC NATURE WITHIN THE CITY OF JONESBORO, ARKANSAS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.				
Sponsors:	Joe Hafner, Gene Vance				
Indexes:	Election - general/special				
Code sections:					
Attachments:	Bobby Long Speech Notes 05282019.pdf				

Date	Ver.	Action By	Action	Result
6/18/2019	2	City Council		
6/4/2019	2	City Council	Held at one reading	
5/28/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE TO CREATE THE JONESBORO OVERSIGHT INTEGRITY COUNCIL TO IDENTIFY, RESEARCH, INVESTIGATE, REVIEW, AND PRIORITIZE POTENTIAL FUTURE CAPTIAL IMPROVEMENTS OF A PUBLIC NATURE WITHIN THE CITY OF JONESBORO, ARKANSAS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Jonesboro, Arkansas (the "City") is a city of the first class duly organized and existing under the laws of the State of Arkansas (the "State"); and

WHEREAS, the City Council of the City has determined that there is a need to develop capital improvements of a public nature (the "public improvements") within the City to enhance the quality of life and to improve the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has identified the need for such public improvements in the following areas: (a) the City's Police and Fire departments; and (b) the arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems; and

WHEREAS, the City Council has further determined that there is a need to create a committee of citizens to identify, research, investigate, review, and prioritize the public improvements; and

WHEREAS, the purpose of this Ordinance is to create the Jonesboro Oversight Integrity Council for the purposes described above.

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

Section 1. The City Council hereby creates the Jonesboro Oversight Integrity Council (the "Council").

Section 2. The Council is charged with the responsibility of identifying, researching, investigating, reviewing, and prioritizing the potential future public improvements, subject to the final approval of the City Council, for the following purposes: the arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems.

Section 3. The Council shall consist of nine (9) qualified electors of the City including two (2) members of the City Council and seven (7) additional persons. In addition to the two (2) members appointed from the City Council, six (6) members of the Council shall be citizens of Jonesboro recommended by the mayor and approved by the City Council, and one (1) member of the Council shall be appointed as an at large member of the Committee, who shall be the chair of the Advertising and Promotion Committee. Each member of the Council will be appointed by the Mayor with the approval of the City Council.

Section 4. The members of the Council shall receive no salary or other compensation for their services, however, the reasonable expenses of the Council shall be paid by the City.

Section 5. Each Member is appointed to serve on the Council for a term of three (3) years and is eligible for reappointment. The Council shall establish such rules as may be appropriate for the operation of the Council and the conduct of its meetings including, but not limited to, the drawing for initial terms, selection of a Chairman and Secretary from among its members, developing procedures for project recommendation, scheduling and conducting regular meetings and updating the public on the status of projects. The Council shall be charged with compiling and reporting its recommendations including identifying and prioritizing the proposed public improvements in the categories set forth in Section 2 of this Ordinance.

Thank You for your time.

Last week, were posed with a question, "What kind of a city do we want to be?" That's a valid question. It's a relevant question and it's a very important question. We listened as we heard how brain drain was plaguing our city and if we didn't do something about it, we were going to lose our best and brightest. We heard how we are a city who citizens are worries about how they would pay for healthcare if their little Johnny were to get sick or hurt. This one did make me scratch my head. How does RAISING taxes on these people HELP these people? I don't know. Maybe we can get an answer sometime soon. Team Jonesboro proposed a solution. A means of keeping those who are trained to work in the fields of Science, Technology, Engineering, and Mathematics - (STEM).

The solution proposed one ordinance which calls for a 1% sales tax which would be split with ½ going for amenities (and there is a list – waterparks, aquatic centers, libraries, sidewalks, parks, museums, and the list is only as limited as the imagination of the committee which will be evaluating the projects. The other ½% would be shared between Police and Fire in essences ½ of ½ percent for each.

I want to commend the Team Jonesboro. Many at the meeting last week are my friends and my neighbors. I have the upmost respect for them, and I value and welcome a robust discussion concerning this tax increase as does Team Jonesboro. I think we both have the city's best interest in mind. We may differ in the road we would take and the meaning of quality of life, but we all have the best intentions for the city.

To me, quality of life is the ability of our people to be safe in their homes and secure in their property -- to be as free from over burdensome government regulations -- to live in the lowest tax environment possible thus retaining as

much disposable income as possible. More disposable income means more businesses will want to set up shop here. It means having access to quality healthcare, safe shopping, gainful employment, and for our children to get a high-quality education in a safe and healthy environment. We must understand that the more we rely on government, the more government needs, the more it needs, the more we have to give. The more we give of what it ours, the less free we are.

There was a radio personality several years ago named Paul Harvey. Mr. Harvey had a signature saying. After his radio show, he would always end with, "and that's the rest of the story." That's what I want to try to do this afternoon.

I believe anytime government contemplates raising taxes on the electorate it is of the utmost importance and deserving of every consideration. This tax will

1) Increase the size of the government of Jonesboro because it will increase what the city is responsible to upkeep and maintain. You see, it's not just about building amenities; it's about maintaining what is build.
2) It reduced the buying power of not only the citizens of Jonesboro but those in surrounding areas who come here to shop and spend money in our local business.
    a. I think it's interesting that we have heard time and time again how desperately we need to advocate for an internet sales tax because it's killing Jonesboro's brick and mortar business.
3) It will create an atmosphere where public amenities could be in direct competition with private industry. For instance. Let's take the shooting range. We have a few privately owned and operated shooting ranges in the area. They employee people who earn a wage and pay taxes. If the city builds one, it's now is in direct competition with its own local businesses for range time and shooting supplies that may be sold there. If

the local business can't make it, then it must let employees go and close which means the property taxes leave the schools, disposable income leaves the area. Heaven forbid if one of the employees were little Johnny's parents.

4) We are contemplating a bike trail. What is the impact on the local economy if a public entity builds the bike trail? Would the city duplicate that same model in this instance as it would for the shooting range? Would the city then go into the business of selling bikes, helmets, gloves, seats, all to support the trails it now owns and operates? You see, anytime GOVERNMENT competes with PRIVATE SECTOR, the private sector loses. When the private sector loses, the people lose. The schools lose.

In the presentation, we were compared to Fayetteville. The only reason I am going to discuss this comparison is, to shed some light on who we are.

By delving further into this comparison, we can possibly get a different perspective on Jonesboro and possibly realize that the answer to "Brain Drain" is not more "stuff". The answer to helping little Johnny's parents is not amenities. By the way, I totally get 12-year olds wanting to live in Fayetteville. My son, Parker has been fortunate to go to different cities with his music. He came back excited and dead set on living in all of them. However, those going to Fayetteville might want to make sure you can protect yourself. You see, Fayetteville's violent crime is almost 9% higher than Jonesboro and their property crime is also higher. So, if you're on one of the 163 miles of bike trails make possible by a private infusion of over 74 million dollars by Walmart, I would suggest not riding alone

You might also want to make sure your job pays significantly more because the average home is 30% higher than it is here. Tyson and JB Hunt also contributes significantly to amenities found there (400,000 for one project and 300,000 for another – these are just 2. I'm sure there's more.)

I would pose this question, how much of these publicly owned and operated amenities were funded by private donations and how much are funded with public tax money? I think that's an important distinction that deserves an answer.

I could not find a stat on bottled water usage but I'm sure it's high. You see, on a scale of 0-100 where 100 is the best, Fayetteville's water quality is rated a 52. Jonesboro's is a 92. THANK YOU CWL!

But what about "Brain Drain"? How do we keep these kids who want to work in the fields of science, technology, engineering, and mathematics? This spiked my interest because it was the thrust and at the very core of their presentation. Why are we supposedly losing our best and brightest (if the definition of best and brightest means those in STEM jobs) to Fayetteville or any other city for that matter?

LET ME TELL YOU WHAT I FOUND OUT ABOUT JONESBORO -
Fayetteville has higher percentage of people from 18 to 35 which is not surprising considering it's the home of U of A. However, Jonesboro has a higher percentage in EVERY SINGLE CATEORY for those OLDER than 35. What does that tell me? It tells me that kids go to Fayetteville for school or possibly a job at Walmart, JB Hunt, or Tyson when they graduate. However, when they are ready to settle down and raise a family, people move to Jonesboro.

Fayetteville's unemployment rate is only .4% lower, but our recent job growth is the same and we are tracking with them as far as 10-year job growth.

3% MORE of Fayetteville's population earned less that 15G per year.
1% more people in Fayetteville earn between 150 and 200G and 1.5% more people earn greater than 200G.

But MORE of our citizens fall within incomes between 30G and 150G than Fayetteville. What does that tell me? It tells me that Jonesboro is a city of opportunity. One can come here and find a good job in a variety of different occupations, earn a good living, with lower taxes which means more buying power and more house for the money. It means that, people in Jonesboro have a better opportunity to better themselves. It means our economy is one that screams, LIVE HERE! BUILD HERE! START YOUR BUSINESS HERE! BRING YOUR MAUFACTURING HERE! RAISE YOUR FAMILY HERE!

They did have 4% more in management jobs but that should be expected since that area is home to Walmart, all their subsidiaries who sell to them, Tyson, and JB Hunt.

2.2% more in engineering and computer science which is also not unexpected.

However, Jonesboro has 4% MORE healthcare practitioners and technology jobs.

We are within a ½ % in sales, office, and administrative jobs. But we almost DOUBLE them in the percent of people in Construction/maintenance/ and repair jobs.

Fayetteville has 6.5% of their population in production, transportation, and material moving. Again, Jonesboro MORE THAN DOUBLES THEM WITH 15.8% of its population in those professions.

The truth is Jonesboro is comprised of hardworking people who make a good living in a wide variety of jobs and who deserve the lowest taxes possible. People come here to raise their family in a place where the schools are safe, neighborhoods are affordable, and the city is clean and respectable.

Don't get me wrong, I think Fayetteville, Conway, Batesville, and other places are great to visit. The topography is beautiful. I just don't want to be Fayetteville. I don't want to be Conway. I don't want to be Rogers or Bentonville. I want to be JONESBORO. We out score Fayetteville in public safety, cost of living, quality schools, excellence in public utilities, increased population distribution regarding job variety and the earning potential those jobs bring.

But still, we did make Bloomberg's list of cities experiencing a loss of people moving for STEM jobs. I looked at several cities who are experiencing Brain Drain and what was more fascinating than what I FOUND was what I DIDN'T FIND. When faced with the question of how do we combat Brain Drain? How do we keep our best and brightest (if that's how you want to define best and brightest) in our city? I could not find ONE… Not a single City who is implementing a strategy of building amenities such as water parks, aquatic centers, bike trails, or museums to combat this situation. Here are what other cities are doing. I think this approach is a more long term, sustainable approach. Here's what they are doing…

- They are ACTIVILY SOLICITING STEM industries to come to their cities. That begs the question, "How may STEM related industries have WE solicited, enticed, or courted to come to OUR city over the past 3 to 5 years? That is a question I would like to have answered. I'm not talking about those who have come to us. I mean how many have WE pursued on our own?
- If their work force is not capable of supporting STEM jobs, they are purposefully and intentionally training their workforce for those jobs.
- And they are soliciting industries that their workforce can support.

We don't need an "if we build it, they will stay" mentality. The truth is those seeking employment in those professions will go where the jobs are. If we want to keep them here, WE GO AFTER THE JOBS. WE GO AFTER THE INDUSTRIES THAT NEED THOSE JOBS.

If we want some of these amenities so desperately, I ask, how many companies whose business it is to run water parks (for example) has Jonesboro actively pursued in the last 3 to 5 years? Why haven't they come here? Is it because we've not approached them with the idea of making Jonesboro their next build? Is it because it's not fiscally feasible? Is it because we are getting the reputation of over burdensome building codes and restrictions?

If they don't think they can run one for a profit or break even, what makes us think Government can? If it cannot be run for a profit, then what will the opportunity cost of the drain on our finances be? Are we willing to give up what we need to have what some want?

I've heard Batesville's water park mentioned. I believe I read their city council also allocated tax funds out of the general budget to help maintain the facility. What other area had to give so the water park could be maintained? We are talking about ~~80~~ 100 million dollars of projects that, after they are built, they will

need to be staffed, maintained, operated, and funded by this city. My question is with what? This tax ends after 12 years. I believe before we hang ourselves on a multitude of projects, we need to know the big picture. There is a Biblical principle that say that a wise man counts the cost… I feel we need to slow down and count the cost and determine can we afford it.

Museums, bike trails, sidewalks, aquatic centers you name it-- These are not bad endeavors. I think if we want some of these amenities, we should push those who market our city to solicit companies who know what's involved in making these endeavors a success, get them to buy our land, employee our people, and pay taxes supporting our schools. It seems that Team Jonesboro's approach is dependent on the taxpayer to build, staff, and maintain these projects -- Mine proposes is a better way… A proven way… I propose the free market way.

I then looked at the ordinance itself. In section 4 it states that the CITY (which really means you and I and all the other almost 80 thousand people) will pay for "reasonable" expenses of the committee. Team Jonesboro spent 25G for the few documents needed for this ordinance, the tax document and the special election documents. They hired "the best attorney they could find"… TEAM JONESBORO HIRED A LITTLE ROCK ATTORNEY. Anyway, I'm sure they felt that was a reasonable expense. Is the city going to be paying for feasibility study after feasibility study as reasonable expenses? What else would be considered a reasonable expense? None of that was answered. It's almost like we are being asked to 'PASS IT – SO WE CAN FIND OUT WHAT'S IN IT.

How did they come up with the 1% which I find is interesting? There was no data to supporting their claim to being able to build all the things they want to build with ½ a percent. The bike trail alone is over 50 million dollars. The ½ percent was going to equal about ~~60~~ 100 million over 12 years. Yet, we are to catch the vision of a city filled with parks, museums, water parks, aquatic centers, and

the likes. All for 100 million and all to be maintained, equipped and staffed with City Employees. Amenities get ½ a percent while fire and police split ½ meaning, all things being equal, the police would get 1/4% and the fire would get ¼%. I requested the Fire Dept's estimate of capital expenditures for the next 10 years. I was able to get 5 years. The Police did give me some data but said it was difficult to estimate that far out. How can we know that ¼ for each will be enough? What if we can pay for all the needs of the police and fire for LESS THAN ½ percent? I would like to see the data supporting this before we ask for the people's money.

All this being considered. I have heard from numerous people that have told me they are for the fire and police but not for amenities. I also feel that an "all or nothing" ordinance DOES NOT allow for the true expression of the desire of the people. Yes it is a "citizen initiative". At the same time it is an ordinance and it is deserving of the same scrutiny as any other and I would say even more since it is dealing with a tax increase. Like I said earlier, many of Team Jonesboro are my friends. They are a group of good, well intentioned citizens who spent their own money to propose this ordinance. Yet this does not shield it from change or exempt it from begin scrutinized or modified for the good of all the people of Jonesboro or to be required to back up the claims with real data.

We also must realize that Jonesboro does not live in a bubble. What I mean by that is all over this state, Arkansans have higher taxes looming over their heads from legislation coming out of Little Rock. Internet Sales tax, tire tax, 3 cent increase on gas; 5 cents on diesel and the list goes on. These taxes impact the people of Jonesboro. They reduce the net take home pay of every individual in Arkansas. This is in addition to what I have heard proposed in these chambers as well. Are we to pass this tax increase with the expectation that all talk of impact fees, storm water drainage fees, and other fees will just disappear? No. I'm sure they will continue to be pushed forward. We have increased a multitude of

city provided amenities already. By the way, it has been said that Jonesboro doesn't have sanitation fees for trash pick-up. That's correct, but a ½ cent sales tax was passed in 2014 in order to make that happen. It's not like we absorbed the cost of trash pickup out of existing revenue. There was a tax increase to pay for it.

I had a conversation with a member of Team Jonesboro last Sunday and I was told that if we don't pass this tax then we will be another Blytheville or Pine Bluff. It was even suggested that we might even be too late to prevent it. It was said that we are the drain of delta meaning that people from all over the surrounding area want to move here. I believe that. There was a recent editorial highlighting Jonesboro. It said that whatever we are doing, we need to bottle it and sell it to other communities. I was told that crime doesn't look the same as it did in the past. Well, crime doesn't look the same anywhere as it did in the past. I tried to figure out what they were saying and I asked, Are you telling me that if we don't make our city MORE EXPENSIVE to live in, then we can expect more undesirable people to come here? I was assured that was not the case, but I struggled to see it any other way. Then I got to thinking; what am I going to do if Jonesboro becomes too expensive for me? What will you do if Jonesboro becomes too expensive for you to live in?

I feel the responsibility of this committee is to put before the council a well-researched, well documented, ordinance that has a fiscally responsible plan in place, one with real numbers to back up the tax increases and exactly what it's going to be spent on. We have a good idea what the money will be spent on with the Fire and Police. But what is being proposed with the tax for amenities is, "All we are asking for is ~~60~~ 100 million dollars." When asked - What are we going to get for ~~60~~ 100 million dollars? ANSWER: "I don't know but trust me… it will be great!" Why would we not ask to see what we are getting for the money before we ask for the money?

The people will come closer to supporting a tax if they know what the tax is going to be spent on. They want more that just categories. They want to know what they are going to get for their money so they can determine if it's worth it or not.

Then there is the special election. There is not an emergency here. Special elections are expensive (20g per election). I feel the people deserve to know what they are going to get for ~~60~~ 100+ million dollars. I would ask for more data be collected allowing this committee to put solid ordinance to the council. It is wreckless to get pay for an election from the tax payers DIME, for the purpose of TAKING THEIR DIME.

That would be my first option.. Slow down... get more data.. Know the costs of what is needed and what is wanted.. Then go from there.

However, If this committee is set on pushing this forward, then I think we need to consider a better way.

I would want a true representation of what the people want and I hope you do to. Each one of you represents an electorate and the city as a whole. We have a responsibility to do whatever we can to make sure that everyone has the opportunity to vote YES or NO for all or part of this ordinance. I have a solution that does not harm the stated intent. It will not in any way disturb the committee mechanism proposed in the ordinance being considered tonight. It will provide for a clear referendum from the people... ALL THE PEOPLE. My proposal allows for the people for vote for all of it, none of it, or part of it. The way it is not, that freedom of choice is not possible – And it should be.

My proposition is to split the 1/2 % for Fire and Police OUT of the ordinance and make it a separate ordinance keeping intact the restrictions on what the money can be spent for. What will be left is the same ½ % for amenities, the same committee mechanisms, with no harm done to that part. If this does not pass at the ballot box for Team Jonesboro then they can get the signatures needed to put it on the ballot by going directly to the electorate which, I think, is the most forthright way anyway. If you going to ask people for their money, do it face to face.

If Team Jonesboro truly feels this is the desire of the city, then the city will show up and vote and there should be no opposition for the split. If this is not split, then I feel it is saying a couple of things. 1) Support for Amenities is not as strong as we are being led to believe and does not have the support to be passed without being tied to or propped up with a funding mechanism for Fire and Police. 2) Team Jonesboro is willing to sacrifice Police and Fire needs for amenities by forcing a "my way or the highway" vote. In other words, if you don't play ball the way I want, I'll just take my ball and go home. That is antics we see in Little Rock – Let's not do that here. I think the other almost 80 thousand citizens of Jonesboro have a right to expect its elected officials to keep their interests in mind as well. In my view there is absolutely no reason why this should not be split.

In summary, first I would as that more data be requested so we can get a handle on exactly what we need so we can determine that the true sales tax need might be. This would make a special election needed and

I would ask that one of you make a motion to instruct our city attorney to split this ordinance into 2 separate and distinct ordinances. One for fire and police keeping the same restrictions on the use of funds, and the other for amenities

keeping the same guidelines for committee purpose, formation, and structure as the original ordinance.

If this is so moved, I would ask that a roll-call vote be taken for the record. I WANT THE TRUE DESIRE OF THE POEOPLE OF JONESBORO TO PREVAIL. I TRUST THE PEOPLE OF JONESBORO TO DO THE RIGHT THING.. THE QUESTION IS .. DO YOU?

Thank you.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:031	**Version:**	1	**Name:**	THE LEVY OF A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS
Type:	Ordinance			**Status:**	Third Reading
File created:	5/22/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	

Title: AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Sponsors: Joe Hafner, Gene Vance

Indexes: Election - general/special

Code sections:

Attachments:
- opposition to sales tax 06042019.pdf
- Iris Stevens Statement 06182019.pdf
- Iris Stevens Email 06192019.pdf
- Joe Hafner response to Iris Stevens email.pdf
- Iris Stevens Email Correction 06192019.pdf
- Response to Iris Stevens Email on June 19 2019.pdf
- Joe Hafner Response to Iris Stevens 06192019 Correction email.pdf
- Iris Stevens Email 07012019.pdf

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		
6/4/2019	1	City Council	Held at one reading	
5/28/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION,

CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Jonesboro, Arkansas (the "City") has determined that the City is in need of an additional source of revenue for the following purposes: (a) to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and (b) to acquire, construct, repair, equip, and improve capital improvements of a public nature directly related to arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and

WHEREAS, Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation") provides for the levy of a City-wide sales and use tax or taxes at the rate of 0.125%, 0.25%, 0.50%, 0.75% or 1.00%, or any combination thereof; and

WHEREAS, the City is proposing to levy a new sales and use tax at the rate of one percent (1.00%), the net collections of which will be distributed to the City and used for the purposes described above, under the Authorizing Legislation; and

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Jonesboro, Arkansas, as follows:

Section 1. Under the authority of the Authorizing Legislation there is hereby levied one percent (1.00%) tax on the gross receipts from the sale at retail within the City on all items which are subject to the Arkansas Gross Receipts Tax Act of 1941, as amended (A.C.A. §§26-52-101, *et seq.*), and the imposition of an excise (or use) tax on the storage, use, distribution, or other consumption within the City of tangible personal property subject to the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, *et seq.*), at a rate of one percent (1.00%) of the sale price of the property or, in the case of leases or rentals, of the lease or rental price (collectively, the "Sales and Use Tax"). The Sales and Use Tax will be levied and net collections received after the State deducts its administrative charges of the State of Arkansas and required rebates (the "Net Collections") shall be used to provide financial support for the following purposes: (a) one-half of all Net Collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and (b) one-half of all Net Collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature directly related to arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems, and to provide funds for the operation, maintenance, and staffing of such capital improvements, and which Sales and Use Tax will expire not later than twelve (12) years after the date the Sales and Use Tax is first collected. The Sales and Use Tax shall be levied and collected on gross receipts, gross proceeds, or sales price in the maximum amount allowed from time-to-time under Arkansas law, subject to rebates and limitations as required from time-to-time by Arkansas statutes.

Section 2. The Sales and Use Tax shall be levied, and the Net Collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be used by the City as provided in Section 1 of this Ordinance.

Section 3. The City Council hereby covenants that it may, not later than six (6) months prior to the date which is twelve (12) years following the commencement of the new Sales and Use Tax (the "Commencement

Date"), submit to the electors of the City the question of whether the Sales and Use Tax shall continue to be collected in the City after the date which is twelve (12) years following the Commencement Date.

Section 4. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall not take effect until an election is held on the question of levying the Sales and Use Tax, at which election a majority of the electors voting on the question shall have approved the levy of the Sales and Use Tax.

Special election 1 percent tax

It Want in home life of people on limited income. Many people Who Work and income is near or below poverty line. Impose tax, meaning "establish by authority;" And that is what the Dream team Jonesboro, hopes to do, "Authority" to pick what they want to do. People with low income, don't have quality of life, Some people don't have cars, they ride bus, they pay taxes! some Work 2 jobs just to get by. I see in paper, that people, will need fans.

What could be hurting Jonesboro is people buying on line, (no tax money for city)

If you don't have to just get by, then you can think about, What if We have ---- this or could build that.'

And With the bad Weather in our state and others. insurance Will go up for property you have. They pass it on to Customers.

So many people don't have good quality of life.

Our Country is not in a good place and people don't know if they Will have Social Security. Checks, health ins. Keeps going up. Drugs Keeps going up

If you have a good retirement, you can live the good life. If your still working and have paycheck you can live a good life, if its enough.

To impose a tax for 12 years improvements of public nature, recreational facilities, aquatics etc is for some people and it will require extra security.

If this tax go's through, it won't take care of some things and the people will have other charges, People are talking about charges, they may have to pay for garbage pickup.

People on fixed income and low income Can't Support What Some people want for city

"Whats most important on this tax? Police and Fire department. And thats what needs to be on a special tax.

Any thing else should just be a wish list at this time. "Be in Prayer", Blessed is the one who endures trials James 1:12

Shirley Moore
1902 Mt. Vernon Dr
Jonesboro

Ms. Stevens

Was there been a correction of sanitation fees inaccuracy from Mr. McDaniels just presentation

My name is Iris Stevens, I live at 2714 Turtle Cove. I'm also the coordinator of the Northeast Arkansas Tea Party.

First of all, I don't see a problem with your list of projects, but I DO have some questions and concerns about the process of this proposal and I'm hoping to come to you to get some answers. My first concern is that raising this tax 1% (one percentage point) would take us from 8.5% to 9.5% percentage increase of the sales tax and would actually result in an 11.76% or almost 12% percent increase in taxes paid by the consumer. So that would raise the price of almost everything bought in Jonesboro almost 12%. That is correct, isn't it? Because I don't think that has been explained in the previous discussions of this proposal.

If so, that is concerning in that a 9.5% sales tax (combined local and state) pushes us into a level that is higher than the highest average state/local sales tax in the country – Tennessee - which has a 9.46% rate, but also has, as most of you know, NO income tax. Arkansas, as a state, is already number 3 in the nation in combined state/local sales tax with a 9.42% rate).

And then, of course, there is the future problem of the Craighead County Detention Center that has significant needs. What kind of tax increase are we looking at for that project? As Chris Wessel of the Jonesboro Sun said, "You can only go to the taxpayer well so often."

*According to the DFA, Jonesboro is right in the middle of state and local sales taxes for the state. I think the implication made in one of the previous meetings was that Jonesboro was low in its sales tax. However, I believe the cities they compared us to were a little cherry-picked.

I also have a question about something that wasn't quite clear to me during the last meeting. I believe Ms. Duncan stated that, "We do have to pass the levy before we can call for the election." Does that mean that only after the tax has passed would the committee begin working on what projects would be considered? Is that correct? If so, isn't that a little like "We have to pass the bill so you can see what's in it?" When I go to a store, I don't hand them a $50 bill and tell them to surprise me. I examine what I'm buying before I turn loose of my money. And this proposal is anticipated to raise around $220 million dollars.

Also, in my notes it appears that Mr. McDaniel stated that there would be no list of projects now because it would "remove the creativity, set a floor and ceiling to the projects, it would take away the competition, and it would be unwise to anchor the committee." But there HAS been a list given in several of our media. Is that list not accurate? Furthermore, Mr. Frierson stated that "We would be extremely foolish to give the council or administration a list of projects to hand the committee and say, work on these..." But to me It seems terribly vague that people wouldn't know what they're voting for before they voted for a significant tax increase even if the projects themselves are basically good. Could you explain that again?

Another issue is the fact that this is a really truncated process of about 13 weeks leading to a special election. I'm sure that you everyone on the council knows that the easiest way to get a tax increase passed is through a special election. According to a report from UCA, the turnout for these is usually only about 19%, possibly because most people aren't even aware of the election, and they result in a pass rate on tax increases of **about 76%** compared to a tax issue in a general election of **about 44%.** They're

expensive too, costing Arkansans about $200,000 a year. I see this election as replicating those stats because this is vacation time and most people aren't paying attention to what is being done. Do you consider that fair especially since this proposal, with the possible exception of the police and fire, isn't really an emergency?

We all know that sales taxes most affect the economically challenged, the elderly, and retired and on a fixed income. So they definitely have a stake in this proposal. I know the problem for people like Mrs. Moore who had the heartfelt letter In the Sun recently is about the effect such a tax will have on the people least able to pay them. She was also upset about the possibility of a new sanitation fee which had been mentioned by Mr. McDaniel in his first presentation when he said that Jonesboro didn't have one. Of course that inaccuracy should have been corrected with the information that in 2000, in exchange for a permanent 1% sales tax, the city would not charge for residential garbage collection. In her letter Moore seems more worried about the lack of police and fire protection, and many others agree especially if they read the daily crime pages in the Sun. She would prefer the entire tax go to police and fire. I know many in our community agree because there is enormous support for the police and firefighters here.

Only if time allowed by the council

- Then , what about corporate sponsorships for projects? Will that be considered? Walmart has funded over $74 million during the last 10 years for bicycle trails around Fayetteville. Have we even considered soliciting for corporate funding of some of these projects?

- The implication by one of the council, I think Mr. Moore, that the city council meetings on these three ordinances were not to hash out the problems people have with them. ("We're not here to litigate the merit of the sales tax. We're just being asked to send it to a public referendum. The time to litigate this is not tonight. We're not here to debate the merits or not. We're here to ask, do we want to send it and let the public vote on it?") If so, then does that mean that ANY proposal brought by a private group automatically is okayed to go forward to a vote? Because I could see that might be a problem depending on some proposed ordinances.
- This proposal has been mentioned as a way to encourage new growth and retain the ones already here in Jonesboro. But in May of this year, an article in the Sun celebrated a 14.4% growth rate between 2010 and 2018, "almost twice the nation growth rate for similarly sized cities." Can you help reconcile those two conflicting ideas?

From: Northeast Arkansas Tea Party <neateaparty@gmail.com>
Sent: Wednesday, June 19, 2019 2:26 PM
Subject: About that 11.76% increase in taxes collected ...

Mayor Perrin, Jonesboro City Council members:
When I spoke to the council last night about how an increase from 8.5% to 9.5% in our sales tax would result in a real increase of 11.76% in taxes collected on each item, I could see that some of you might not have been following me. I thought I'd try to clarify my point by sending you one formula that is used to get that information.

Percent increase = [(new value – original value)/original value] x 100
9.5 – 8.5 = 1.0 divided by 8.5 multiplied by 100 =11.76%
Along with some of my math teacher friends, I verified this information with a PhD in economics who also sent this text as an added explanation:

> *There is a difference between a percentage **point** increase and a percentage increase. The change from 8.5 to 9.5 is a one percentage **point** change while it is an 11.76 percentage change [or increase].*

We are looking at the percentage that each item sold will go up if this tax is passed. A one percent **point** change doesn't sound like very much, but when it results in an almost 12% increase on everything you buy (excluding most food and some other non-taxable items but including many services), it can really add up.

Ex. On a $429.00 tv The current tax at 8.5% tax would be $36.46.
36.46
$445.46

On a $429.00 tv The proposed 9.5% tax would be $40.75
40.75
$ 469.75

The increase from $445.46 to $469.75 is **11.76%** or almost 12%. This will be true for almost everything purchased as well as many services. That is a significant increase, and one that people need to be aware of before they vote.

I hope I haven't insulted or offended you by this explanation, but it did look like some of you weren't sure about what I was trying to say. Also, when Dr. Abraham(?), who spoke last, disputed my point, I thought he also might not have understood my explanation.

Iris Stevens, Coordinator
Northeast Arkansas Tea Party
2714 Turtle Creek
(870)219-1917

Iris Stevens
Northeast Arkansas Tea Party - check our Facebook page at
Northeast Arkansas Tea Party Group
Jonesboro, Arkansas
NEATeaParty@gmail.com

From: Joe Hafner <joeforjonesboro@gmail.com>
Sent: Wednesday, June 19, 2019 6:16 PM
To: Northeast Arkansas Tea Party <neateaparty@gmail.com>; City Clerk <CityClerk@jonesboro.org>; Donna Jackson <DJackson@jonesboro.org>
Subject: Re: About that 11.76% increase in taxes collected ...

Miss Stevens,

Thanks for reaching out to me regarding your statements last night. I have put together a spreadsheet which i have pasted below in response to your email today. You are exactly right that the proposed 1% increase would represent an 11.76% increase over our current sales tax. However, I have to strongly disagree that this 1% increase will equate to an 11.76% increase on all purchases made.

In your illustration, you stated that the tv was $429 and the sales tax at 8.5% would be $36.46. However you only added $16.46 to the $429 when you came up with a total of $445.46. Your total should have been $465.46. Therefore, the original value you used to calculate the increase was incorrect. Even using your incorrect numbers, the increase is only 5.45% which is not close to your stated increase of 11.76% on most purchases..

As you can see in my example B using your numbers but with correct totals, the % increase on the total purchase price is .92% which is less than 1% because the state and county sales tax amount didn't change. When the percentage increase is calculated on the base price of the TV, the $4.29 increase calculates back to a 1% increase which is the amount of the proposed increase in the sales tax.

I also did another example (C) using $100 as the base price of the item being purchased to illustrate that the total increase is $1.00 and not $11.76 as you have stated would be the increased cost of purchased goods and services. The tax at 8.5% on $100 is $8.50 and the tax at 9.5% would be $9.50 which equates to $1.00 and/or 1% on the base price of the purchase.

It is impossible for the cost of a purchase to go up 11.76% when the proposed increase is only 1%.

I hope these examples help clear up any questions you may have about this part of the proposed increase. I have attached the Excel spreadsheet for your review. I did protect the spreadsheet so the numbers can't be changed without the password but you can look at each cell and see the formulas that were utilized. You can certainly re-create your own spreadsheet if you want to check my numbers.

Impact of Proposed Sales Tax Increase if Approved by Voters

Response to Iris Stevens Email on June 19, 2019

Example	{(New Value	-Original Value)	/Original Value}	x100=	Percent Increase
a	9.50%	8.50%	8.50%	100%	11.76%

IS Ex. In Email	$ 469.75	$ 445.46	$ 445.46	100%	5.45%
b	$ 469.76	$ 465.47	$ 465.47	100%	0.92%
c	$ 109.50	$ 108.50	$ 108.50	100%	0.92%

a represents percentage increase in current sales tax versus what sales tax would be if placed on ballot and approved by the voters. It doesn't represent how much each item would increase in cost when purchased.

b **Corrected Iris Stevens Example on TV**

Base Price of TV	$ 429.00	Base Price of TV	$ 429.00
Sales tax @ 8.5%	$ 36.47	Sales tax @ 9.5%	$ 40.76
Total Price*	$ 465.47	Total Price	$ 469.76

Change in Total Price	$ 4.29	0.92%
% Increase on Base Price of TV ($429)		1.00%

*Mrs. Stevens calculation included a math error. She added $36.46 to $429.00 and came up with a total of $445.46 which is only a $16.46 increase instead of the $36.46 increase based upon the 8.50% sales tax.

c **Example Using $100 as the Purchase Price**

Base Price of Item	$ 100.00	Base Price of Item	$ 100.00
Sales tax @ 8.5%	$ 8.50	Sales tax @ 9.5%	$ 9.50
Total Price*	$ 108.50	Total Price	$ 109.50

Change in Total Price	$ 1.00	0.92%
% Increase on Base Price of Item ($100)		1.00%

Sincerely,

Joe Hafner, CPA
Chairman of Finance & Administration Committee
Jonesboro City Council

On Wed, Jun 19, 2019 at 2:26 PM Northeast Arkansas Tea Party <neateaparty@gmail.com> wrote:

Mayor Perrin, Jonesboro City Council members:

When I spoke to the council last night about how an increase from 8.5% to 9.5% in our sales tax would result in a real increase of 11.76% in taxes collected on each item, I could see that some of you might not have been following me. I thought I'd try to clarify my point by sending you one formula that is used to get that information.

Percent increase = [(new value – original value)/original value] x 100
9.5 – 8.5 = 1.0 divided by 8.5 multiplied by 100 =11.76%

Along with some of my math teacher friends, I verified this information with a PhD in economics who also sent this text as an added explanation:

> *There is a difference between a percentage **point** increase and a percentage increase. The change from 8.5 to 9.5 is a one percentage **point** change while it is an 11.76 percentage change [or increase].*

We are looking at the percentage that each item sold will go up if this tax is passed. A one percent **point** change doesn't sound like very much, but when it results in an almost 12% increase on everything you buy (excluding most food and some other non-taxable items but including many services), it can really add up.

Ex. On a $429.00 tv The current tax at 8.5% tax would be $36.46.
36.46
$445.46

On a $429.00 tv The proposed 9.5% tax would be $40.75
40.75
$ 469.75

The increase from $445.46 to $469.75 is **11.76%** or almost 12%. This will be true for almost everything purchased as well as many services. That is a significant increase, and one that people need to be aware of before they vote.

I hope I haven't insulted or offended you by this explanation, but it did look like some of you weren't sure about what I was trying to say. Also, when Dr. Abraham(?), who spoke last, disputed my point, I thought he also might not have understood my explanation.

Iris Stevens, Coordinator
Northeast Arkansas Tea Party
2714 Turtle Creek
(870)219-1917

Iris Stevens
Northeast Arkansas Tea Party - check our Facebook page at
Northeast Arkansas Tea Party Group
Jonesboro, Arkansas
NEATeaParty@gmail.com

From: Northeast Arkansas Tea Party <neateaparty@gmail.com>
Sent: Wednesday, June 19, 2019 8:02 PM
Subject: correction to article sent earlier

Correction:

In the article I sent to you earlier, there is a typo in the example I used. It happened when I transferred the numbers from my working papers into the email, but since it was only a typo and I had already performed the calculations, it does not affect the percentage of increase which is what I was attempting to show.

I'm sorry if this might have confused you in what is an admittedly confusing subject.

IS

I have already received several responses and I do appreciate the feedback. I will be conferring with my PhD friend to see how best to relate this information to others.
Thank you,

Iris Stevens
Northeast Arkansas Tea Party - check our Facebook page at
Northeast Arkansas Tea Party Group
Jonesboro, Arkansas
NEATeaParty@gmail.com

Impact of Proposed Sales Tax Increase if Approved by Voters

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a represents percentage increase in current sales tax versus what sales tax would be if placed on ballot and approved by the voters. It doesn't represent how much each item would increase in cost when purchased.

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Total Price*	$ 108.50	Total Price	$ 109.50
Change in Total Price	$ 1.00	0.92%	
% Increase on Base Price of Item ($100)		1.00%	

---------- Forwarded message ---------
From: **Joe Hafner** <joeforjonesboro@gmail.com>
Date: Wed, Jun 19, 2019 at 8:14 PM
Subject: Re: correction to article sent earlier
To: Northeast Arkansas Tea Party <neateaparty@gmail.com>

Miss Stevens,

It does affect what you were attempting to show. The purchase price does not increase 11.76%.

While the proposed 1% increase is an 11.76% over the current sales tax of 8.50% to say that it will increase the purchased cost by 11.76% is incorrect.

A 1% increase can only increase the purchased price by 1% of the price before taxes are applied.

To say anything else is misleading.

Sincerely,

Joe Hafner

On Wed, Jun 19, 2019 at 8:01 PM Northeast Arkansas Tea Party <neateaparty@gmail.com> wrote:

Correction:

In the article I sent to you earlier, there is a typo in the example I used. It happened when I transferred the numbers from my working papers into the email, but since it was only a typo and I had already performed the calculations, it does not affect the percentage of increase which is what I was attempting to show.

I'm sorry if this might have confused you in what is an admittedly confusing subject.

IS

I have already received several responses and I do appreciate the feedback. I will be conferring with my PhD friend to see how best to relate this information to others.
Thank you,

Iris Stevens
Northeast Arkansas Tea Party - check our Facebook page at
Northeast Arkansas Tea Party Group
Jonesboro, Arkansas
NEATeaParty@gmail.com

---------- Forwarded message ---------
From: **Northeast Arkansas Tea Party** <neateaparty@gmail.com>
Date: Mon, Jul 1, 2019 at 10:21 PM
Subject: Re: About that 11.76% increase in taxes collected ...
To: Joe Hafner <joeforjonesboro@gmail.com>

Mr. Hafner, I'm so sorry I haven't responded earlier to your reply to me. Life gets very busy for me in the summer. I do appreciate your explanation. It answered exactly what I was asking about. It was interesting that your explanation also helped my economics instructor friend whom I had apparently confused with my question. (Frequently, English majors don't do as well dealing with numbers as they do with words.) Although I am not happy about the percentage increase in light of Arkansas's sales tax ranking, it is good that the increase might not have as damaging effect as we had originally feared. The Tea Party has always had as its concern, the effect of taxes and laws/regulations on those least able to cope with them.
We still have some questions about this proposal, but unfortunately, I won't be able to be at the upcoming meeting to ask them. Possibly some others at the meeting will have similar questions that the council can answer.

Thank you again for your response.

Iris Stevens
Northeast Arkansas Tea Party - check our Facebook page at
Northeast Arkansas Tea Party Group
Jonesboro, Arkansas
NEATeaParty@gmail.com

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:030	**Version:**	1	**Name:**	SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS ON THE QUESTION OF LEVYING A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS
Type:	Ordinance			**Status:**	Third Reading
File created:	5/22/2019			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	

Title: AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS ON THE QUESTION OF LEVYING A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Sponsors: Joe Hafner, Gene Vance

Indexes: Election - general/special

Code sections:

Attachments: opposition to sales tax 06042019.pdf

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		
6/4/2019	1	City Council	Held at one reading	
5/28/2019	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS ON THE QUESTION OF LEVYING A ONE PERCENT (1.00%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL IMPROVEMENTS; TO PROVIDE THAT ONE-HALF OF ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR THE ARTS, AQUATICS, BEAUTIFICATION, LIBRARIES, MUSEUMS, PARK FACILITIES, RECREATIONAL FACILITIES, SIDEWALKS, AND TRAIL SYSTEMS AND FOR THE OPERATION, MAINTENANCE, AND STAFFING OF SUCH CAPITAL

IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Jonesboro, Arkansas (the "City") is a city of first class duly organized and existing under the laws of the State of Arkansas (the "State"); and

WHEREAS, the City Council of the City has passed on _____, 2019, an Ordinance (the "Tax Ordinance") providing for the levy of a one percent (1.00%) sales and use tax within the City (the "Sales and Use Tax"), which shall be dedicated to and used to for the following purposes: (a) to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and (b) to acquire, construct, repair, equip, and improve capital improvements of a public nature directly related to arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and

WHEREAS, the purpose of this Ordinance is to call a special election on the question of the levy of the Sales and Use Tax for the purposes described above.

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

Section 1. That there be and there is hereby called a special election to be held on Tuesday, September 10, 2019, at which election there shall be submitted to the electors of the City, the question of levying for collection within the City a one percent (1.00%) Sales and Use Tax levied pursuant to Title 26, Chapter 75, Subchapter 2 of the Arkansas Code on 1987 Annotated (the "Authorizing Legislation") to provide for the levy of a one percent (1.00%) sales and use tax within the City, which shall be dedicated to and used for the following purposes: (a) to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and (b) to acquire, construct, repair, equip, and improve capital improvements of a public nature directly related to arts, aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems, and to provide funds for the operation, maintenance, and staffing of such capital improvements, and which Sales and Use Tax will expire not later than twelve (12) years after the date the Sales and Use Tax is first collected.

Section 2. The ballot shall be in substantially the following form:

OFFICIAL BALLOT
Special Election

City of Jonesboro, Arkansas
September 10, 2019

Vote on each question by placing an "X" in the square opposite the question either "FOR" or "AGAINST":

FOR or AGAINST the levy of a one percent (1.00%) Sales and Use Tax, the net collections of which remaining after the State of Arkansas deducts its administrative charges and required rebates, shall be dedicated to and used by the City as follows: (a) one-half of all net collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, maintenance, and staffing of such capital improvements; and (b) one-half of all net collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature directly related to arts,

aquatics, beautification, libraries, museums, park facilities, recreational facilities, sidewalks, and trail systems, and to provide funds for the operation, maintenance, and staffing of such capital improvements, and which Sales and Use Tax will expire not later than twelve (12) years after the date the Sales and Use Tax is first collected.

FOR the levy of Sales and Use Tax……

AGAINST the levy of Sales and Use Tax……..

Section 3. The City Clerk is authorized and directed to give notice of the election by one publication in a newspaper having general circulation within the City. Publication shall be made not less than ten (10) days prior to the date of the election or as otherwise provided by the laws of the State of Arkansas.

Section 4. The election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for City elections unless otherwise provided in the Authorizing Legislation and only qualified voters of the City shall have the right to vote at the election.

Section 5. The results of the election shall be proclaimed by the Mayor (the "Proclamation"), and his Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless suit challenging the results is filed in the Circuit Court of Craighead County within thirty (30) days after the date of publication of the Proclamation.

Section 6. A copy of this Ordinance (a) shall be filed with the Craighead County Clerk at least sixty (60) days prior to the date of the special election, and (b) shall be given to the Craighead County Board of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

Section 7. That the Mayor and the City Clerk, for and on behalf of the City, be, and they are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the levy of the Sales and Use Tax is approved by the electors, to cause the Sales and Use Tax to be collected in accordance with the laws of the State of Arkansas, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any provisions shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 9. All Ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Special election 1 percent tax

It Want in home life of people on limited income. Many people Who Work and income is near or below poverty line. Impose tax, meaning "establish by authority;" And that is what the Dream team Jonesboro, hopes to do, "Authority" to pick what they want to do. People with low income, don't have quality of life, Some people don't have cars, they ride bus, they pay taxes! some Work 2 jobs just to get by. I see in paper, that people, will need fans.

What could be hurting Jonesboro is people buying on line, (no tax money for city)

If you don't have to just get by, then you can think about, What if We have ---- this or could build that.'

And With the bad Weather in our state and others. insurance Will go up for property you have. They pass it on to Customers.

So many people don't have good quality of life.

Our Country is not in a good place and people don't know if they Will have Social Security. Checks, health ins. Keeps going up. Drugs Keeps going up

If you have a good retirement, you can live the good life. If your still working and have paycheck you can live a good life, if its enough.

To impose a tax for 12 years improvements of public nature, recreational facilities, aquatics etc is for some people and it will require extra security.

If this tax go's through, it won't take care of some things and the people will have other charges, People are talking about charges, they may have to pay for garbage pickup.

People on fixed income and low income Can't Support What Some people want for city

"Whats most important on this tax? Police and Fire department. And thats what needs to be on a special tax.

Any thing else should just be a wish list at this time. "Be in Prayer", Blessed is the one who endures trials James 1:12

Shirley Moore
1902 Mt. Vernon Dr
Jonesboro

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-19:032	**Version:**	1	**Name:**	CHANGES IN ZONING BOUNDARIES FROM I-1, INDUSTRIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5917 E. JOHNSON AS REQUESTED BY MARSHA BRADLEY ON BEHALF OF STEVE SUKUP
Type:	Ordinance			**Status:**	Third Reading
File created:	5/23/2019			**In control:**	City Council
On agenda:				**Final action:**	

Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, INDUSTRIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5917 E. JOHNSON AS REQUESTED BY MARSHA BRADLEY ON BEHALF OF STEVE SUKUP

Sponsors:

Indexes:

Code sections:

Attachments:
16152 stamped.pdf
Staff Summary - Council.pdf
Application.pdf
Questions - Answers.pdf
MP 16-10 SUKUP 49 ADDITION - SUKUP MANUFACTURING - JOHNSON AVENUE 7.22.16.pdf
Warranty Deed.pdf
USPS Receipts.pdf

Date	Ver.	Action By	Action	Result
6/18/2019	1	City Council		
6/4/2019	1	City Council	Held at one reading	

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1, INDUSTRIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5917 E. JOHNSON AS REQUESTED BY MARSHA BRADLEY ON BEHALF OF STEVE SUKUP

WHEREAS, THE FOLLOWING DESCRIBED LANDS LOCATED IN JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, ARE CURRENTLY ZONED I-1, INDUSTRIAL.

PART OF THE NORTHEAST QUARTER SECTION 12, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER, NE ¼ NW ¼ OF SECTION 12, T14N, R4E, THENCE SOUTH 0 DEGREES. 40' EAST 13.6 FEET TO A 1-¼" PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 49 AND THE POINT OF BEGINNING PROPERTY THENCE NORTH 88 DEGREES 45' EAST ALONG SAID RIGHT OF WAY LINE. 420.2 FEET TO A 1 ¼ " PIPE SET THENCE SOUTH 0

DEGREES, 46’ WEST, 624.1 FEET; THENCE SOUTH 86 DEGREES, 46’ WEST 405.5 FEET; THENCE NORTH 0 DEGREES 40’ WEST 637.7 FEET, TO THE POINT OF BEGINNING PROPERTY AND CONTAINING 5.93 ACRES.

WHEREAS, ALL APPLICABLE LAWS, RULES AND REGULATIONS HAVE BEEN COMPLIED WITH IN PRESENTING THIS ORDINANCE TO THE CITY COUNCIL.

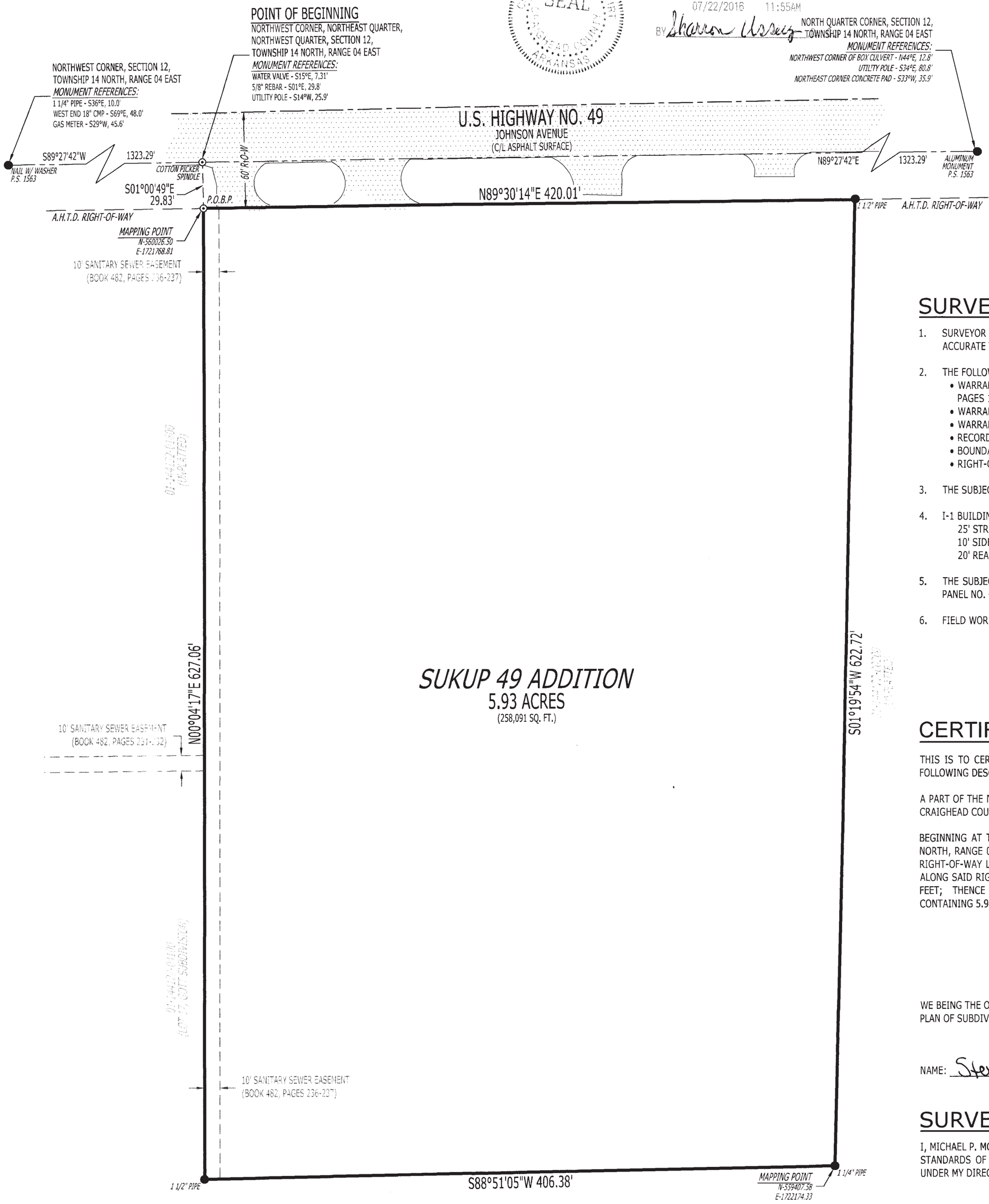
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION I: CHAPTER 117 KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS IS HEREBY AMENDED SO THAT THE PROPERTY DESCRIBED HEREIN SHALL BE ZONED AS C-3.

SECTION II: ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED.

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

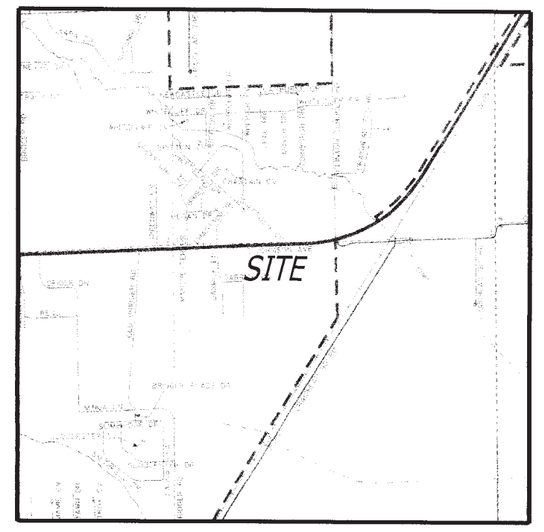
JB2016R-011076
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
07/22/2016 11:55AM
BY Sharon Ussery



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED "J. BEARD, P.S. 1691" (OR AS NOTED)
- BOUNDARY LINE

RECORDED
BOOK C PAGE 266
DATE 7-22-16 TIME 11:55 Am
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY Sharon Ussery



VICINITY MAP
(N.T.S)

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

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
   - WARRANTY DEED, DEPARTMENT OF INDUSTRIAL DEVELOPMENT TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 460, PAGES 129-131, DATED MAY 06, 1994.
   - WARRANTY DEED, BRIDGER TO BRIDGER, RECORDED IN BOOK 464, PAGES 384-385, DATED JULY 27, 1994.
   - WARRANTY DEED, MALONEY TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 476, PAGE 655, DATED MAY 05, 1995.
   - RECORD PLAT, GOTT SUBDIVISION, RECORDED IN BOOK 123, PAGE 227, DATED FEBRUARY 23, 1965.
   - BOUNDARY SURVEY, HARVEY S. JOHNSON, P.S. 161, RECORDED IN BOOK G, PAGE 57, DATED JUNE 04, 1980.
   - RIGHT-OF-WAY PLANS, A.H.T.D. JOB NO. 10212, DATED SEPTEMBER 07, 1939.
3. THE SUBJECT PROPERTY IS ZONED I-1, LIMITED INDUSTRIAL DISTRICT.
4. I-1 BUILDING SETBACKS:
   25' STREET SETBACK
   10' SIDE SETBACK
   20' REAR SETBACK
5. THE SUBJECT PROPERTY LIES OUTSIDE THE 100 SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0063C, EFFECTIVE DATE SEPTEMBER 27, 1991.
6. FIELD WORK WAS COMPLETED ON APRIL 12, 2016.

City of Jonesboro ARKANSAS
DATE 7/25/16
FILE # MP 16-10
CITY PLANNER
CITY ENGINEER
CITY SURVEYOR
CITY WATER & LIGHT

CERTIFICATE OF MINOR PLAT:

THIS IS TO CERTIFY THAT RIDGE SURVEYING AND CONSULTING, PLLC., PROFESSIONAL LAND SURVEYORS, HAVE MINOR PLATTED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 01°00'49" EAST, 29.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 49, SAID POINT BEING THE POINT OF BEGINNING PROPER; THENCE NORTH 89°30'14" EAST, ALONG SAID RIGHT-OF-WAY LINE, 420.01 FEET; THENCE SOUTH 01°19'54" WEST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, 622.72 FEET; THENCE SOUTH 88°51'05" WEST, 406.38 FEET; THENCE NORTH 00°04'17" EAST, 627.06 FEET TO THE POINT OF BEGINNING, CONTAINING 5.93 ACRES (258,091 SQ. FT.) MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SAID PLAT SHALL HERE-IN AFTER BE DESIGNATED AND REFERRED TO AS:

SUKUP 49 ADDITION

TO JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

WE BEING THE OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF SUBDIVISION AND/OR EXTINGUISHED LOT LINES AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

NAME: Steve Sukup . SIGNATURE: _____ . DATE: 7-14-16 .

SURVEYOR'S CERTIFICATION:

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

50 0 50 100
GRAPHIC SCALE 1" = 50'

MINOR PLAT

CLIENT: SUKUP MANUFACTURING

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

RIDGE SURVEYING & CONSULTING PLLC
311 S. Church St., Suite H
Jonesboro, AR 72401
870-203-9940
www.ridgesurveying.net

REVISIONS			
NO.	DESCRIPTION	DATE	BY

DRAWING INFO	
DRAWN BY	JHN
DATE:	06/24/2016
SCALE:	1" = 50'
JOB NO.	16152

RIDGE SURVEYING & CONSULTING, PLLC.
CERTIFICATE OF AUTHORIZATION
No. 2946
ARKANSAS

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

LICENSED PROFESSIONAL SURVEYOR
MICHAEL P. MCNEESE
STATE OF ARKANSAS
No. 1709
SIGNATURE
06/24/2016

MICHAEL P. MCNEESE - SURVEYOR
ARKANSAS - P.S. 1709

500-14N-04E-0-12-410-16-1709

City of Jonesboro ARKANSAS

City of Jonesboro City Council

Staff Report – RZ 19-06: 5917 E. Johnson Avenue

Municipal Center - 300 S. Church St.

For Consideration by the City Council on May 21, 2019

REQUEST: To consider a rezoning of one tract of land containing 5.93 +/- acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC a rezoning of 5.93 +/- acres of land located at 5919 E. Johnson Avenue from I-1 Industrial District to C-3 General Commercial District.

APPLICANTS/ OWNER: Marsha Bradley, Manager, 204 Best Industrial Drive, Jonesboro, AR
Steve Sukup, 204 Best Industrial Drive, Jonesboro, AR 72401

LOCATION: 5917 E Johnson Avenue, Jonesboro, AR 72401

SITE DESCRIPTION:

TRACT SIZE: Approx. 5.93 Acres

STREET FRONTAGE: 420.01' along E Johnson Avenue

TOPOGRAPHY: Flat

EXISTING DEVELOPMENT: Sukup Manufacturing Company

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	I-1 Limited Industrial District and R-1 Single Family Residential – Church
South	R-1 Single Family Residential District – Vacant Land with Timber
East	R-1 Single Family Residential District – Vacant Land with Timber
West	C-3 General Commercial District LUO and R-1 Single Family Residential

HISTORY: This has been Sukup Manufacturing business that deals in Grain Bins for over 27 years. It has been vacant for 22 months. The front building has been taken down and the Warehouse is still standing.

ZONING ANALYSIS

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

COMPREHENSIVE PLAN LAND USE MAP

The Current/Future Land Use Map recommends this location as front half is High Intensity Growth Sectors, which includes the overlay district since this is coming in on Johnson into the City of Jonesboro. If a portion of the property falls within the boundary of the overlay area, the whole property will be held to the

requirements of the overlay area. A wider mix of land uses is appropriate in the **high intensity growth sector and overlay area**. Control of traffic is probably the most important consideration in this sector. A wide range of land uses is appropriate in the **high intensity zone**, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in area where sewer service is readily available and transportation facilities are equipped to handle the traffic. The Land Use Plan recommends no more than 14 dwelling units per acre for high intensity growth sectors.

Typical Land Uses:

- Regional shopping centers
- Automotive dealerships
- Outdoor display retail
- Fast food restaurants
- Multi-family
- Service stations
- Commercial and office
- Call centers
- Research and development
- Medical
- Banks
- Big box commercial
- Hotel

Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office

The **Overlay Corridors** are the main entryways into the City of Jonesboro. These access points define how people perceive the City of Jonesboro when coming into the City. The Purpose of the Overlay District is to protect and enhance the scenic quality of the City's highways and primary corridors designated below, create design stands for developments, and provide effective land use planning and facilitate traffic flow.

In the **Overlay Areas,** these overlay areas will run along the listed streets and shall be adjacent to the streets for a distance of 300 feet from the street right-of-way. In addition to the requirements, the property inside the overlay, corridors will be required to add additional landscape. All area will be required to have front, rear, and side buffer yards. Front shall be 25" grass vegetative buffer. Side yards shall be 10' grass vegetative buffer. Rear yards shall be 10' grass vegetative buffer, and exterior side yards shall be 15" of vegetative buffer. In addition to the buffer areas, the front and exterior side yards shall have trees planted on 25-foot centers. Tree species to be planted with thin there corridors should be consist of plants that are native to the area. The Landscape Ordinance describes these.

If Signage is required, monument signs shall be the only type of signage allowed off the buildings in the Overlay District. Please refer to the Land Use Plan for regulations on all Sign Requirements.

The Design Requirements within the Overlay District with all new buildings shall be required to have exterior features of at least 80% brick, wood or stone. Please refer to the Land Use Plan for regulations on the Design Requirements.

Back half of property is located in the Moderate Intensity Growth Sector with the land being divided between the two sectors. Moderate Intensity has a wider mix of land uses. Good Building Design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc., may be appropriate. The proposed rezoning is consistent with the adopted Land Use Plan for the proposed zoning.

MODERATE INTENSITY RECOMMENDED USE TYPES INCLUDE:

- Mix of Single Family, Duplexes, Triplexes and Fourplexes
- Neighborhood Retail and Service
- Office Parks
- Smaller Medical Offices
- Libraries, schools, other public facilities
- Senior Living Centers / Nursing Homes
- Community-Serving Retail
- Small Supermarket
- Convenience Store
- Bank
- Barber/Beauty Shop
- Farmers Marker
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

No more than six dwelling units per acre for Multi-Family. Multi-Family should only be allowed on collector and above streets that have been improved or scheduled to be improved in the next construction cycle of city projects unless the developer is willing to build the roads to Master Street Plan stands that serve the development.

Height: 4 Stories

Fig. 13: Example Moderate Intense Type- Retail Service

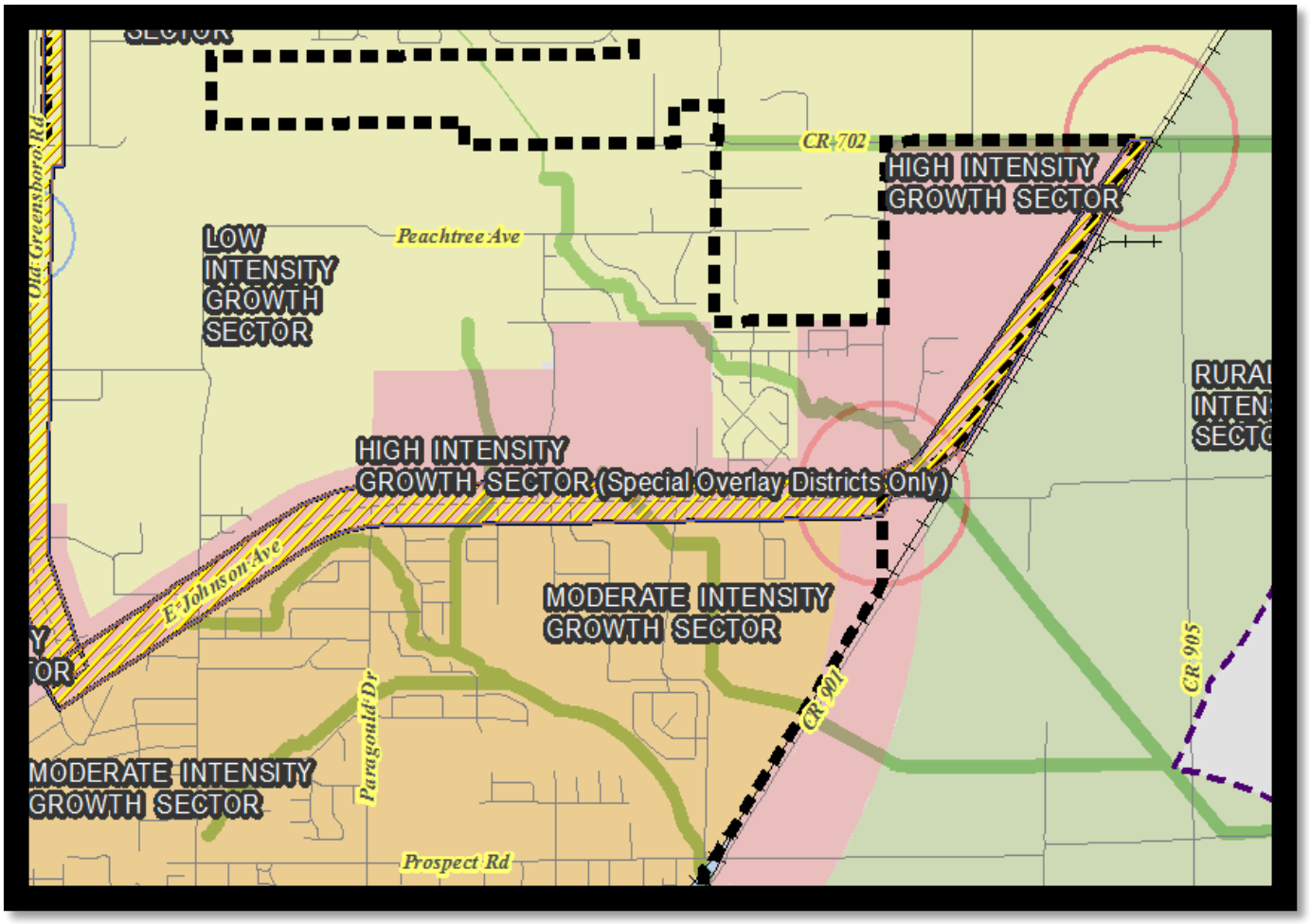
Fig. 14: Example Moderate Intense Type- Retail Service

Fig. 15: Example Moderate Intense Type- Small Lot Res.

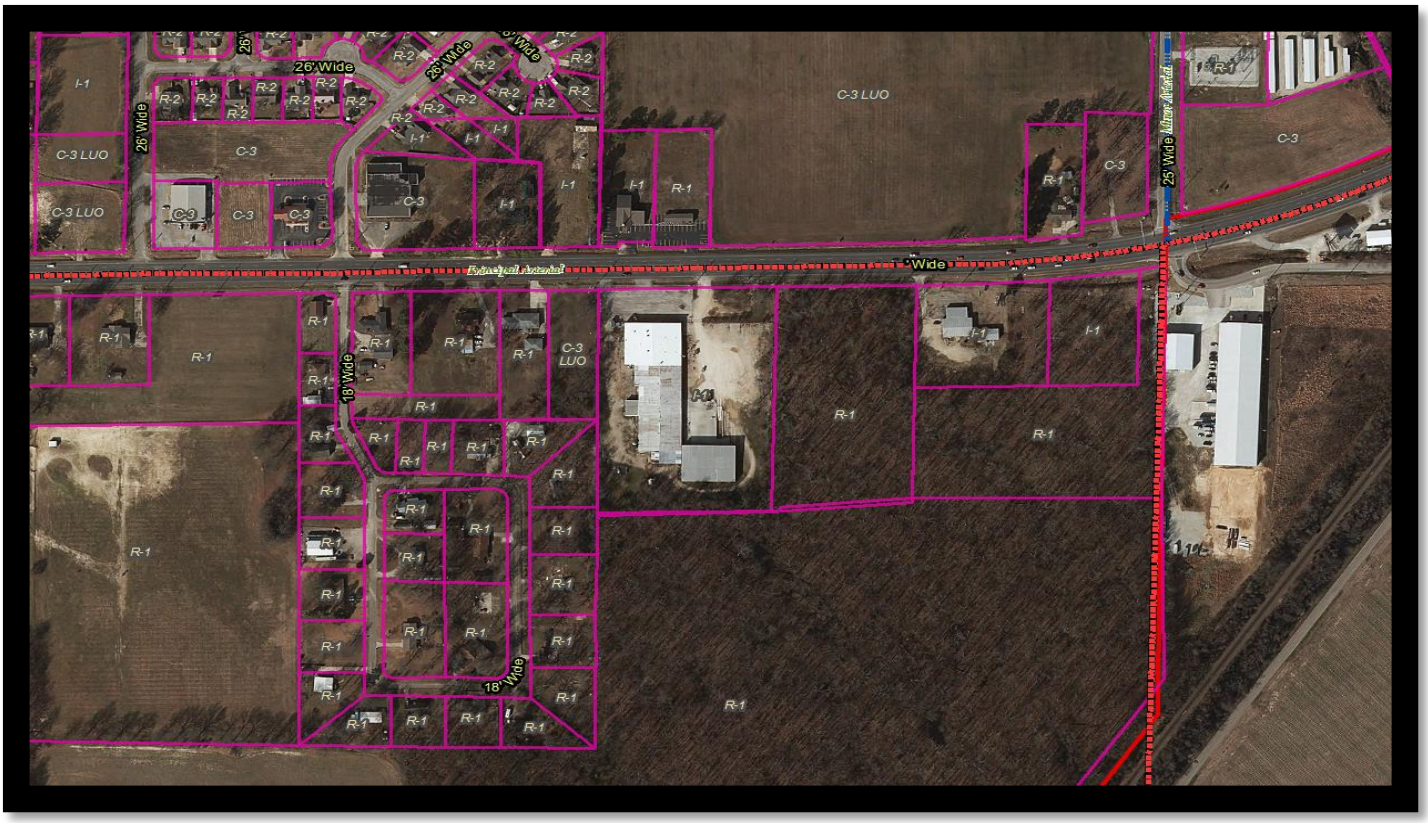
Fig. 16: Example Moderate Intense Type- Retail Service

MASTER STREET PLAN/TRANSPORTATION

The subject site is served by E. Johnson Avenue, which is *a Principal Arterial street on the Master Street Plan*. The street right-of-ways must adhere to the Master Street Plan.



Adopted Land Use Map



Aerial/Zoning Map

Aerial View

APPROVAL CRITERIA- CHAPTER 117 – AMENDMENTS

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	This area is classified as a High Intensity Growth Sector with overlay district. A commercial zoning would be consistent with the Land Use Plan. There is C-3 Zoning on the South Side of this property.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117. Chart shows consistency within I-1 and C-3 uses.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	This has been a Sukup Manufacturing Facility for over 25 years. This has been vacant for 22 month.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	This property has been vacant and used for over 22 months. This is zoned I-1 Industrial District.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	This property has been primarily a grain bin facility for over 25 years. The proposed rezoning should not be detrimental to the surrounding area. The Zoning with proper design this property will consider: additional traffic, drainage, visual, odor, noise, light, vibration, hours of use and operation.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	This is a large tract of land, which consists of 5.93 acres, has been a grain bin facility for over 25 years, and now has been vacant for around 22 months, so with development of this land impact will be considered during the site plan review process.	

STAFF FINDINGS

APPLICANT'S PURPOSE:

The applicants feels this new zoning would be the best use of the property with more room for potential growth development. They feel a C-3 General Commercial Zoning would be more compatible with the overall complexion of the commercial. Their Property to the west was rezoned C-3 LUO. They thought this property was commercial when they rezoned the other acreage or they would have done it all at one time.

Chapter 117 of the City Code of Ordinances defines C-3 General Commercial District:

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

DEPARTMENTAL/AGENCY REVIEWS

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

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON MAY 14, 2019

****

Marsha Bradley on behalf of Steve Sukup of Sukup Manufacturing Company is requesting MAPC Approval for a Rezoning from I-1 Limited Industrial District to C-3 General Commercial District for 5.93 Acres +/- of land located at 5917 E. Johnson.

APPLICANT: Marsha Bradley stated she just wants it to match the other land that she owns beside it.

COMMISSION: Lonnie Smith Jr. asked the city planner if he has any comments regarding this.

STAFF: Derrel Smith of Planning stated this meets all of our criteria, all six requirements for rezoning. We would recommend approval with the following conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Staff, prior to any redevelopment of the property.

3. Any change of use shall be subject to the Planning Staff approval in the future.

4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks, dumpster etc. shall be submitted to the Planning Staff prior to any redevelopment.

5. Any improvements required by the Planning Department, Engineering Department, Inspection Department and Fire Department shall be completed prior to any C.O. being issued.

COMMISSION: Lonnie Smith Jr. asked for any public input regarding this rezoning request. He then asked for any commission comments or discussion.

PUBLIC: No Comment.

<u>COMMISSION ACTION:</u>

Mr. Dennis Zolper made a motion to approve Case: RZ: 19-06, as submitted, to the City Council with the stipulations that were read by the Planning Department :

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

4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks, dumpster etc. shall be submitted to the Planning Staff prior to any redevelopment.
5. Any improvements required by the Planning Department, Engineering Department, Inspection Department and Fire Department shall be completed prior to any C.O. being issued.

The MAPC find to rezone property from "I-1" Limited Industrial District to a "C-3" General Commercial District for 5.93 +/- acres of land. Motion was seconded by Mr. David Handwork.

Roll Call Vote: 7-0, Aye's: Jim Scurlock; David Handwork; Kevin Bailey; Jerry Reece; Jimmy Cooper; Jim Little; Dennis Zolper

Absent: Mary Margaret Jackson

****

CONCLUSION:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should the MAPC decide to approve based on the above observations and criteria of Case RZ 19-06, a request to rezone property from I-1 Industrial District to C-3 General Commercial District, subject to final site plan approval by the MAPC and the following conditions:

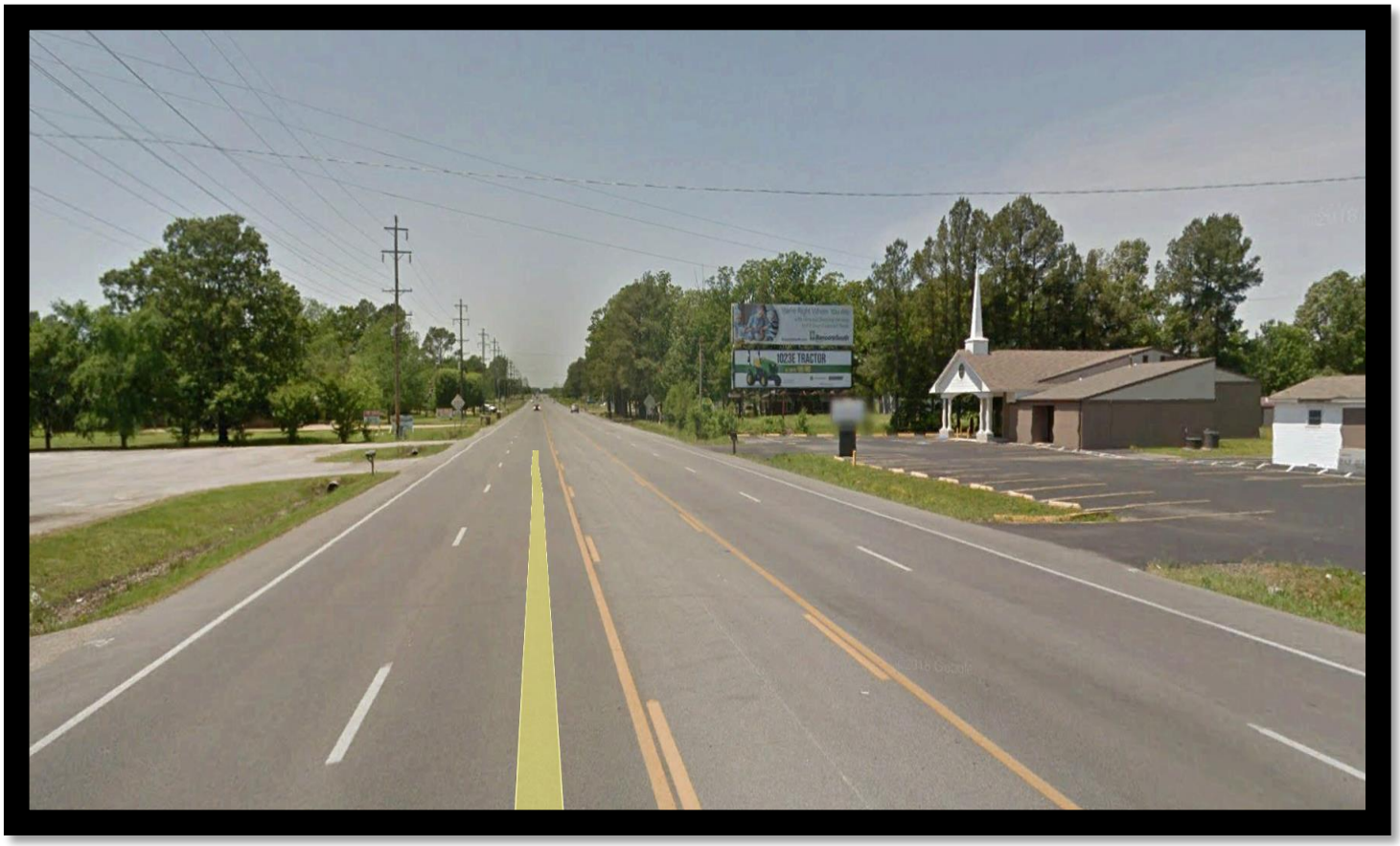
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Staff, prior to any redevelopment of the property.
3. Any change of use shall be subject to the Planning Staff approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks, dumpster etc. shall be submitted to the Planning Staff prior to any redevelopment.
5. Any improvements required by the Planning Department, Engineering Department, Inspection Department and Fire Department shall be completed prior to any C.O. being issued.

Respectfully Submitted for City Council Consideration,
The Planning Department
****

Sample Motion

I move that we place Case: RZ 19-06 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that changing the zoning of this property from I-1 Industrial District to C-3 General Commercial District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the MAPC in the future.

Pictures of Area


1023E TRACTOR

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 5/14/19 Date Received: 4/15/19
Meeting Deadline: 4/17/19 Case Number: RZ 19-06

LOCATION:
Site Address: 5917 E. Johnson Ave

Side of Street: _____ between _____ and _____

Quarter: _____ Section: _____ Township: _____ Range: _____

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

SITE INFORMATION:
Existing Zoning: I-1 Industrial Proposed Zoning: C-3 Commercial

Size of site (square feet and acres): ~~5.93 Acres~~ 5.93 Acre Street frontage (feet): 420.01'

Existing Use of the Site: For Sale

Character and adequacy of adjoining streets: 4 Lane Hwy 49 Frontage

Does public water serve the site? Yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Church

South VACANT Woods

East VACANT Woods

West Commercial VACANT

Physical characteristics of the site: 12,000 Sq Ft Building

Characteristics of the neighborhood: Mixed, Commercial + Residential

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

REZONING INFORMATION:

An applicant or representative performing the proposed rezoning. Please answer attachments and additional comments on the following questions in detail:

1. How will the property zoned within the zones around surrounding?
2. What is the rezoning of the proposed rezoning? What is the rezoning, necessary?
3. If rezoned, how would the property be developed and used?
4. What would be the impact on traffic or transportation (e.g. number of vehicle trips, signal changes or improvements, turning lanes, or additional traffic signals)?
5. Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
6. How would the proposed rezoning benefit the public's health and general welfare of the community?
7. How would the proposed rezoning be compatible with the existing uses and character of the surrounding area?
8. Are there adverse impacts that the property owner be willing to discuss with public hearing?
9. How would the proposed rezoning affect nearby property, including impacts on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restrictions to the normal and customary use of the affected property?
10. How may the property remain vacant?
11. What effect will the proposed rezoning and resulting development have on utilities, sewer, drainage, police, fire, police, and emergency medical services?
12. Is the rezoning is approved, does would development alternatives exist?
13. How do neighbors feel about the proposed rezoning? Please state a summary of the neighborhood meeting held to discuss the proposed rezoning or issues from individual statements. If the proposal has not been discussed with nearby property owners, a summary explaining the reasons for failure to consult with nearby or why could in favor of opposing the application.
14. Is the applicant aware that a Change of Use Conditional Use Permit may be required?

OWNER AND APPLICANT AFFIDAVIT:

All persons in this application must sign and notarize prior to submitting and recommending that the proposed rezoning be approved based upon the information contained herein.

Owner of Record:

I hereby that I am the owner of the property and to the extent of this rezoning application and that I represent all owners, partners, agents, of the property to be rezoned. I further state that all information in this petition is true, and correct to the best of my knowledge.

Steve Sukup
205 Best Industrial
Jonesboro, AR 72401
870-933-8946
870-932-7547

Applicant:

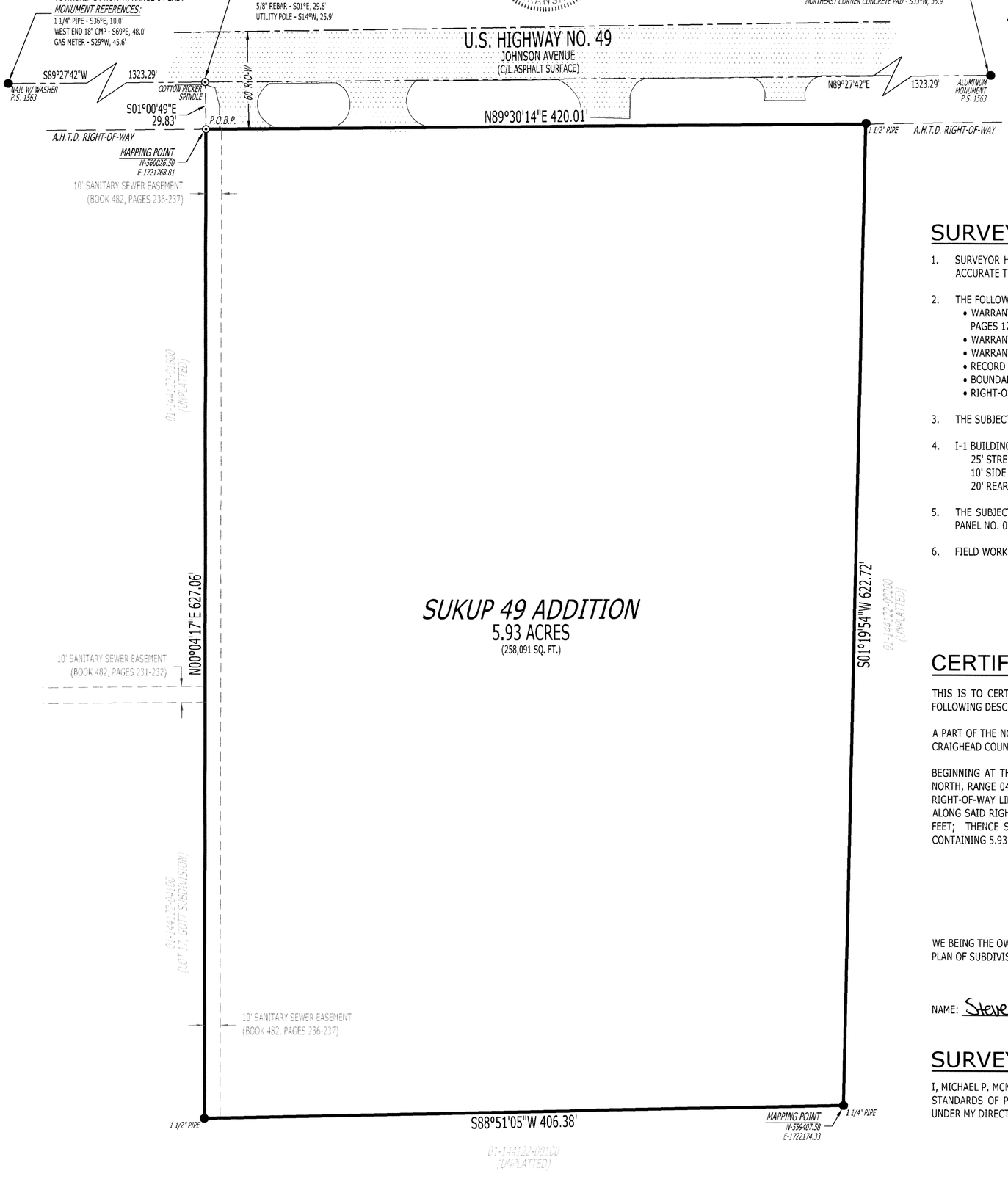
If you are not the Owner of Record please provide your information to the rezoning process.

MANAGER
MARSHA Bradley
204 Best Industrial Dr.
Jonesboro AR 72401
870-932-7547
870-933-8946
Marsha Bradley

ARKansas@Sukup.com

1. Industrial
2. We had the Adjoining .96 acre rezoned & did not realize this was Industrial & not Commercial.
3. For sale
4. Unknown
5. Yes, the area is transitioning to Commercial
6. No other Industrial in Area
7. Other property in Area For sale
8. No other Industrial in Area
9. Commercial would be more desirable
10. 22 months
11. None
12. Unknown
13. Neighbors property For sale to West. East is vacant
14. For sale

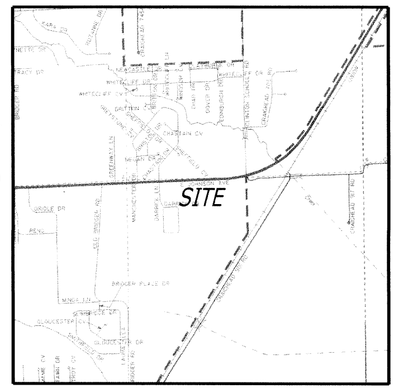
JB2016R-011076
JB2016R-011076
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
07/22/2016 11:55AM
BY Sharron Ussery D. C.



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED "J. BEARD, P.S. 1691" (OR AS NOTED)
- BOUNDARY LINE

RECORDED
BOOK C PAGE 246
DATE 7-22-16 TIME 11:55AM
CRAIGHEAD COUNTY
CANDACE EDWARDS, CLERK
BY Sharron Ussery



VICINITY MAP
(N.T.S)

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

MINOR PLAT

CLIENT: SUKUP MANUFACTURING

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
   - WARRANTY DEED, DEPARTMENT OF INDUSTRIAL DEVELOPMENT TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 460, PAGES 129-131, DATED MAY 06, 1994.
   - WARRANTY DEED, BRIDGER TO BRIDGER, RECORDED IN BOOK 464, PAGES 384-385, DATED JULY 27, 1994.
   - WARRANTY DEED, MALONEY TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 476, PAGE 655, DATED MAY 05, 1995.
   - RECORD PLAT, GOTT SUBDIVISION, RECORDED IN BOOK 123, PAGE 227, DATED FEBRUARY 23, 1965.
   - BOUNDARY SURVEY, HARVEY S. JOHNSON, P.S. 161, RECORDED IN BOOK G, PAGE 57, DATED JUNE 04, 1980.
   - RIGHT-OF-WAY PLANS, A.H.T.D. JOB NO. 10212, DATED SEPTEMBER 07, 1939.
3. THE SUBJECT PROPERTY IS ZONED I-1, LIMITED INDUSTRIAL DISTRICT.
4. I-1 BUILDING SETBACKS:
   25' STREET SETBACK
   10' SIDE SETBACK
   20' REAR SETBACK
5. THE SUBJECT PROPERTY LIES OUTSIDE THE 100 SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0063C, EFFECTIVE DATE SEPTEMBER 27, 1991.
6. FIELD WORK WAS COMPLETED ON APRIL 12, 2016.

City of Jonesboro ARKANSAS
DATE 7/20/16
FILE # MP16-12
CITY PLANNER Tracy McGaha
CITY ENGINEER
CITY SURVEYOR
CITY WATER & LIGHT

CERTIFICATE OF MINOR PLAT:

THIS IS TO CERTIFY THAT RIDGE SURVEYING AND CONSULTING, PLLC., PROFESSIONAL LAND SURVEYORS, HAVE MINOR PLATTED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 01°00'49" EAST, 29.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 49, SAID POINT BEING THE POINT OF BEGINNING PROPER; THENCE NORTH 89°30'14" EAST, ALONG SAID RIGHT-OF-WAY LINE, 420.01 FEET; THENCE SOUTH 01°19'54" WEST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, 622.72 FEET; THENCE SOUTH 88°51'05" WEST, 406.38 FEET; THENCE NORTH 00°04'17" EAST, 627.06 FEET TO THE POINT OF BEGINNING, CONTAINING 5.93 ACRES (258,091 SQ. FT.) MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SAID PLAT SHALL HERE-IN AFTER BE DESIGNATED AND REFERRED TO AS:

SUKUP 49 ADDITION

TO JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

WE BEING THE OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF SUBDIVISION AND/OR EXTINGUISHED LOT LINES AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

NAME: Steve Sukup . SIGNATURE: _____ . DATE: 7-14-16 .

SURVEYOR'S CERTIFICATION:

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

50 0 50 100
GRAPHIC SCALE 1" = 50'

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DRAWING INFO		REVISIONS			
DRAWN BY	JJN	DATE	BY	DESCRIPTION	
DATE	06/24/2016				
SCALE	1" = 50'				
JOB NO	16152				

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
MICHAEL P. MCNEESE
1709
06/24/2016

MICHAEL P. MCNEESE - SURVEYOR
ARKANSAS - P.S. 1709

500-14N-04E-0-12-410-16-1709

This instrument prepared by:

James C. Clark, Jr.
Friday, Eldredge & Clark
2000 First Commercial Building
400 West Capitol
Little Rock, AR 72201

GRANTEE'S AFFIDAVIT:

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument.

Grantee or Grantee's agent, and Grantee's address to which it wants tax statements mailed:

By: Jon R. Coleman

FILED
1994 MAY -6 A 11:56
PAT FLEETWOOD
CIRCUIT AND CHANCERY
COURT CLERK

WARRANTY DEED
(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

That the Department of Industrial Development, State of Arkansas, by W. Marcus Day, Jr., Manager of Industrial Finance, its duly authorized representative, GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by Sukup Manufacturing Company, a corporation, GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its successors and assigns forever, the following lands lying in Craighead County, Arkansas, to-wit:

> Part of the Northeast Quarter Northwest Quarter, Section 12, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: Commencing at the Northwest Corner, NE 1/4 NW 1/4 of Section 12, T14N, R4E; thence South 0 degrees

40' East 13.6 feet to a 1-1/4" pipe set on the South right-of-way line of Highway #1 and the point of beginning proper; thence North 88 degrees 45' East along said right-of-way line 420.2 feet to a 1-1/4" pipe set; thence South 0 degrees 46' West 624.1 feet; thence South 86 degrees 46' West 405.5 feet; thence North 0 degrees 40' West 637.7 feet, to the point of beginning proper and containing 5.97 acres.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successor and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And the GRANTOR does hereby covenant with the GRANTEE, its successors and assigns, that it will forever warrant and defend the title to said lands against all claims whatever except easements and restrictions of record.

WITNESS our hands and seals on this 29th day of April, 1994.

DEPARTMENT OF INDUSTRIAL DEVELOPMENT, STATE OF ARKANSAS, GRANTOR

By: W. Marcus Day Jr.
W. MARCUS DAY, JR.
MANAGER OF INDUSTRIAL FINANCE

ATTEST:
By: John Alcorn
Title: FINANCIAL ANALYST

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within-named W. Marcus Day, Jr., being the Manager of Industrial Finance of the Department of Industrial Development, State of Arkansas, and who has been designated by said corporation to execute the above instrument, to me personally well known, who stated he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Department of Industrial Development, State of Arkansas, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29th day of April, 1994.

Freda Farmer
NOTARY PUBLIC

MY COMMISSION EXPIRES:
September 1, 2000

RECORDED
Deed
BOOK 460 PAGE 129131
DATE 5-6-94 TIME 12:41 Pm 52336
CRAIGHEAD COUNTY
PAT FLEETWOOD, CLERK
BY Shannon Vickers

7018 1130 0001 5527 9240

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310 EAST ST 72401

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Nettleton School, JAMES DUNIVAN

Street and Apt. No., or PO Box No.
3300 ONE PLACE

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Jonesboro, AR 72404

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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

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Sent To
McALister Investments

Street and Apt. No., or PO Box No.
2206 Paula Drive

City, State, ZIP+4®
Jonesboro AR 72404

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☐ Adult Signature Restricted Delivery $	
Postage $0.55	
Total Postage and Fees $6.85	04/30/2019

10 EAST ST

APR 30 2019

Sent To: Patsy Stone

Street and Apt. No., or PO Box No.: 1302 County Rd 304

City, State, ZIP+4®: Jonesboro AK 72401

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[ ] Adult Signature Required	$0.00
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Postage	$0.55
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EAST STA

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Sent To
BRANDON & CANDACE HAGER

Street and Apt. No., or PO Box No.
1291 County Rd 403

City, State, ZIP+4®
Jonesboro AR 72404

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Total Postage and Fees	$6.85

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Sent To
James or Sue Brewer

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Total Postage and Fees	**$6.85**

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Martha Bridger

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[ ] Adult Signature Restricted Delivery	$
Postage	$0.55
$	
Total Postage and Fees	$6.85
$	

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04/30/2019

Sent To
Terry or Barbara Martin

Street and Apt. No., or PO Box No.
5910 E Johnson Ave

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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage $	$0.55
Total Postage and Fees $	$6.85

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Sent To
DAS KALpesh

Street and Apt. No., or PO Box No.
2108 Fieldstone Cove

City, State, ZIP+4®
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☐ Certified Mail Restricted Delivery $ $0.00	APR 30 2019
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $ $0.00	
Postage $ $0.55	
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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.55
Total Postage and Fees	$6.85

5 EAST ST 72401 0405 18

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Sent To
JOHN or DAN Kennett

Street and Apt. No., or PO Box No.
PO Box 415

City, State, ZIP+4®
BROOKLAND AR 72417

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JONESBORO, AR 72401

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Extra Services & Fees *(check box, add fee as appropriate)*

☑ Return Receipt (hardcopy)	$	$2.80
☐ Return Receipt (electronic)	$	$0.00
☐ Certified Mail Restricted Delivery	$	$0.00
☐ Adult Signature Required	$	$0.00
☐ Adult Signature Restricted Delivery	$	$0.00

Postage
$ $0.55

Total Postage and Fees
$ $6.85

POSTMARK: 300 EAST ST 72401 0405 18 APR 30 2019 04/30/2019 USPS

Sent To
Douglas Merritt

Street and Apt. No., or PO Box No.
1504 Darrick Circle

City, State, ZIP+4®
Jonesboro AR 72401

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JONESBORO, AR 72401

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☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	
Postage	$0.55
Total Postage and Fees	$6.85

310 EAST ST 72401
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18
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04/30/2019
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Sent To: Pete or JANice CLARK

Street and Apt. No., or PO Box No.: 1605 DARRICK Circle

City, State, ZIP+4®: Jonesboro AR 72401

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☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $ $0.00	
Postage $0.55	
Total Postage and Fees $6.85	04/30/2019

Sent To
Elmer Wayde Robertson

Street and Apt. No., or PO Box No.
3209 Springwood Dr

City, State, ZIP+4®
Jonesboro AR 72404-7750

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$	
Extra Services & Fees (check box, add fee as appropriate) $2.80	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.55	05/03/2019
$	
Total Postage and Fees $6.85	
$	

Sent To: Jonesboro BAptist Church

Street and Apt. No., or PO Box No.: 5916 E JOHNSON

City, State, ZIP+4®: Jonesboro AR 72401

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7018 1130 0001 5527 9437

300 S. Church Street
Jonesboro, AR 72401

City of Jonesboro

Legislation Details (With Text)

File #:	COM-19:041 **Version:** 1	**Name:**	Airport Commission Financial Statements ending May 31, 2019
Type:	Other Communications	**Status:**	To Be Introduced
File created:	6/17/2019	**In control:**	City Council
On agenda:		**Final action:**	
Title:	Airport Commission Financial Statements ending May 31, 2019		
Sponsors:			
Indexes:	Airport financial statements		
Code sections:			
Attachments:	JAC Jonesboro Airport Financials 05_2019.pdf		

Date	Ver.	Action By	Action	Result

Airport Commission Financial Statements ending May 31, 2019

Jonesboro Airport Commission

Financial Statements

For the One Month and Five Months ended May 31, 2019

Orr, Lamb & Fegtly, PLC
P. O. Box 1796
Jonesboro, AR 72403
870-972-1170

Accountants' Compilation Report

Management
Jonesboro Airport Commission
Jonesboro, AR

Management is responsible for the accompanying financial statements of Jonesboro Airport Commission (a limited liability company, which comprise the statement of assets, liabilities and equity-- tax basis as of May 31, 2019, and the related statement of revenue and expenses-- tax basis for the 1 month and 5 months ended May 31, 2019 and May 31, 2018 in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent in respect to Jonesboro Airport Commission.

Orr, Lamb & Fegtly, PLC
Jonesboro, Arkansas
Certified Public Accountants

June 15, 2019

Jonesboro Airport Commission
Statement of Assets, Liabilities and Equity- Tax Basis
As of May 31, 2019

Assets

Current Assets		
Cash - Centennial Bank	$	1,119,559.74
Cash-Centennial Bank-Project Acct		18,838.52
Total Current Assets		1,138,398.26
Property and Equipment		
Net Property and Equipment		0.00
Non Current Assets		
Rice Growers Stock		928.25
Total Non Current Assets		928.25
Total Assets	$	1,139,326.51

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Assets, Liabilities and Equity- Tax Basis
As of May 31, 2019

Liabilities and Owners' Equity

Current Liabilities		
Fica Taxes Payable	$	1,097.91
FWH Taxes Payable		685.21
SWH Taxes Payable		305.40
State Unemployment Payable		249.18
Total Current Liabilities		2,337.70
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		2,337.70
Owners' Equity		
Capital Contributions		997,329.39
Additional Paid In Capital		11,273.00
Net Income (Loss)		128,386.42
Total Owners' Equity		1,136,988.81
Total Liabilities and Owners' Equity	$	1,139,326.51

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenue and Expenses- Tax Basis

	1 Month Ended May 31, 2019	1 Month Ended May 31, 2018	5 Months Ended May 31, 2019	5 Months Ended May 31, 2018
Rental Income				
Grant Revenue-City of Jonesboro	$ 0.00	$ 0.00	$ 70,000.00	$ 70,000.00
Grant Revenue-Federal & State	0.00	32,119.00	54,477.00	136,363.32
Construction Reimbursements- non grant	3,248.44	3,067.22	11,600.64	12,558.38
Hanger Revenue - FBO	21,487.13	15,891.00	100,547.26	92,655.00
Revenue-Sharp Aviation	0.00	2,105.80	10,529.00	10,529.00
Revenue-Gate Card Fees	0.00	150.00	2,100.00	550.00
Revenue-Picture Display Fees	0.00	0.00	1,000.00	0.00
Fuel Flowage	5,815.65	5,825.70	28,565.25	29,527.80
HANGER-FOWLER FOODS	1,145.04	858.78	4,866.42	4,293.90
HANGER-RAE	0.00	0.00	3,790.32	0.00
HANGER-BAKER	1,600.00	1,600.00	8,000.00	8,000.00
HANGER-Goldeneye	0.00	0.00	250.00	0.00
Auto Rental Agency & Land Lease	0.00	0.00	300.00	300.00
HANGER-HYTROL	0.00	0.00	300.00	4,340.32
HANGER-GOLDEN EYE	500.00	500.00	2,000.00	2,500.00
Terminal Building Leases-AIR CHOICE	1,100.00	1,100.00	5,500.00	5,550.00
Other Income	51,362.66	0.00	51,362.66	0.00
Total Rental Income	86,258.92	63,217.50	355,188.55	377,167.72
Cost of Goods Sold				
Grant Project Expenditures	0.00	106,355.44	78,303.33	129,215.72
Grounds	43.55	1,839.66	2,661.32	161,400.60
Runways	0.00	0.00	1,237.00	0.00
Hanger Expense-FBO	6,337.90	204.60	13,119.10	13,006.05
T-Hanger Expense	0.00	0.00	11,782.92	485.25
Terminal Building Expense-	1,437.35	1,432.15	22,113.41	20,179.32
Terminal Building Expense	175.00	0.00	705.81	395.81
Fire Rescue Building Expense	92.45	84.95	1,442.65	820.56
Sharp Aviation Expense	0.00	0.00	395.81	395.81
Beacon & Field Lights	0.00	0.00	325.85	0.00
Total Cost of Goods Sold	8,086.25	109,916.80	132,087.20	325,899.12
Gross Profit	78,172.67	(46,699.30)	223,101.35	51,268.60
Operating Expenses				
Advertising	0.00	0.00	1,109.81	221.45
Dues/Subscriptions	55.00	0.00	55.00	55.00
Insurance	0.00	0.00	38,081.44	37,774.20
Insurance - Medical	699.49	629.35	2,504.44	3,146.75
Office Expense	0.00	0.00	0.00	577.24
Payroll Taxes	727.66	526.70	2,964.00	1,961.99
Postage	0.00	0.00	120.00	210.00
Repairs/Maintenance	14,625.00	0.00	17,092.20	407.55
Salaries - Manager	4,878.31	4,333.33	23,846.57	21,666.65
Salaries - Other	3,340.00	2,584.00	7,888.00	4,052.00
Supplies	714.62	0.00	2,045.34	459.93
Telephone	382.23	364.85	1,835.43	2,079.82
Meetings/Travel	0.00	0.00	73.65	0.00
Legal & Accounting	600.00	675.00	3,325.00	2,525.00
Total Rental Expenses	26,022.31	9,113.23	100,940.88	75,137.58
Rental Income (Loss)	52,150.36	(55,812.53)	122,160.47	(23,868.98)
Other Income (Expenses)				

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenue and Expenses- Tax Basis

	1 Month Ended May 31, 2019	1 Month Ended May 31, 2018	5 Months Ended May 31, 2019	5 Months Ended May 31, 2018
Interest Income	1,415.16	954.58	6,593.18	3,357.18
Meals/Entertainment	0.00	0.00	(367.23)	(293.38)
Total Other Income (Expenses)	1,415.16	954.58	6,225.95	3,063.80
Net Income (Loss) Before Taxes	53,565.52	(54,857.95)	128,386.42	(20,805.18)
Net Income (Loss)	$ 53,565.52	$ (54,857.95)	$ 128,386.42	$ (20,805.18)

See accountants' compilation report.

Jonesboro Airport Commission
General Ledger
May 1, 2019 - May 31, 2019

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
999 Undistributed				0.00		
			Totals for 999		0.00	0.00
1020 Cash - Centennial Bank				1,051,415.77		
05/01/19	2117		Deposit-Fowler-Hangar Lease		1,145.04	
05/01/19	2118		Deposit-Arkansas Air Center, Inc.-Hangar Revenue		21,487.13	
05/01/19	2119		Deposit-Golden Eye-1/2 Hgr. #8 Lease Rent		250.00	
05/01/19	11195		Arkansas Airport Operators Assoc.		(55.00)	
05/01/19	11196		Arkansas Blue Cross Blue Shield		(993.01)	
05/01/19	11197		Dept. of Finance & Admin.		(336.52)	
05/01/19	11201		Paint Plus		(1,776.24)	
05/01/19	P89		Payroll Journal Entry		(6,319.96)	
05/06/19	2120		Deposit-B & L Grisham-#8 Lease Rent		250.00	
05/06/19	2121		Deposit-M Baker- Office Lease- Bldg. #9		1,600.00	
05/15/19	EFTPS		Payroll Deposit-51519-April Payment		(2,010.15)	
05/17/19	2122		Deposit-Eastern Aviation Fuels-Fuel Flowage Fee		5,815.65	
05/17/19	2123		Deposit-Great Northern Ins., Bld #1 Wind Damage Roof Ins. Claim		51,362.66	
05/20/19	2124		Deposit-Air Choice Rent		1,100.00	
05/21/19	2125		AC-State of AR		1,624.22	
05/21/19	2126		AC-State of AR		1,624.22	
05/21/19	11203		All Clean		(2,884.02)	
05/21/19	11204		Arkansas Air Center		(640.21)	
05/21/19	11205		AT & T		(194.19)	
05/21/19	11206		AT & T Mobility		(188.04)	
05/21/19	11207		Bank & Business Solutions		(294.25)	
05/21/19	11208		Barton's of Jonesboro		(256.96)	
05/21/19	11209		Cahoon & Smith Law Office		(250.00)	
05/21/19	11210		Cardinal Supplies of Arkansas, Inc.		(158.78)	
05/21/19	11211		Ditta Enterprises, Inc.		(352.63)	
05/21/19	11212		Greg Moore		(675.00)	
05/21/19	11213		Jonesboro Roofing Co., Inc.		(175.00)	
05/21/19	11214		Lowes Business Account		(389.36)	
05/21/19	11215		Orr, Lamb & Fegtly		(350.00)	
05/21/19	11216		Quality Farm Supply		(43.55)	
05/21/19	11217		Suddenlink		(122.20)	
05/21/19	11218		Suddenlink		(92.45)	
05/21/19	11219		Sunshine Clean Services, Inc.		(640.15)	
05/21/19	11220		The Sherwin Williams Co.		(38.48)	
05/22/19	11221		FEDEX Office		(261.59)	
05/31/19	2127		Centennial Bank		1,382.79	
			Totals for 1020		68,143.97	1,119,559.74
1021 Cash - American State Bank				0.00		
			Totals for 1021		0.00	0.00
1030 CD - American State Bk #8168				0.00		
			Totals for 1030		0.00	0.00
1031 CD - American State Bk #7908				0.00		
			Totals for 1031		0.00	0.00
1032 CD - American State Bk #81111				0.00		
			Totals for 1032		0.00	0.00
1033 CD - Liberty Bank				0.00		
			Totals for 1033		0.00	0.00

Jonesboro Airport Commission
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Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
1034 Cash-Centennial Bank-Project Acct					33,431.15		
05/15/19	1228		BBC Builders, Inc.			(7,312.50)	
05/15/19	1229		BBC Builders, Inc.			(7,312.50)	
05/31/19	2128		Centennial Savings			32.37	
				Totals for 1034		(14,592.63)	18,838.52
1060 Accounts Receivable-Phillip Steed					0.00		
				Totals for 1060		0.00	0.00
1070 Allowance - Doubtful Accounts					0.00		
				Totals for 1070		0.00	0.00
1090 Notes Receivable					0.00		
				Totals for 1090		0.00	0.00
1100 Employee Receivable					0.00		
				Totals for 1100		0.00	0.00
1110 Inventory					0.00		
				Totals for 1110		0.00	0.00
1120 Prepaid Expenses					0.00		
				Totals for 1120		0.00	0.00
2010 Land					0.00		
				Totals for 2010		0.00	0.00
2015 Farm & Office Equipment					0.00		
				Totals for 2015		0.00	0.00
2016 Other Equipment					0.00		
				Totals for 2016		0.00	0.00
2020 Plant Investments					0.00		
				Totals for 2020		0.00	0.00
2021 Asset					0.00		
				Totals for 2021		0.00	0.00
2022 Current Dispositions					0.00		
				Totals for 2022		0.00	0.00
2030 Accum Depreciation					0.00		
				Totals for 2030		0.00	0.00
2031 Addl Depr					0.00		
				Totals for 2031		0.00	0.00
2032 Depr Written Off					0.00		
				Totals for 2032		0.00	0.00
2510 Other asset					0.00		
				Totals for 2510		0.00	0.00

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Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
2520 Airport Master Plan					0.00		
				Totals for 2520		0.00	0.00
2530 Rice Growers Stock					928.25		
				Totals for 2530		0.00	928.25
3010 Accounts Payable					0.00		
				Totals for 3010		0.00	0.00
3020 Notes Payable-LOC-Liberty Bank					0.00		
				Totals for 3020		0.00	0.00
3040 Fica Taxes Payable					(1,165.16)		
05/01/19	P89		Payroll Journal Entry			(1,221.51)	
05/15/19	EFTPS		FICA - 51519 - April Payment			1,288.76	
				Totals for 3040		67.25	(1,097.91)
3050 FWH Taxes Payable					(719.74)		
05/01/19	P89		Payroll Journal Entry			(686.86)	
05/15/19	EFTPS		FWH - 51519 - April Payment			721.39	
				Totals for 3050		34.53	(685.21)
3060 SWH Taxes Payable					(334.70)		
05/01/19	11197		Dept. of Finance & Admin.			336.52	
05/01/19	P89		Payroll Journal Entry			(307.22)	
				Totals for 3060		29.30	(305.40)
3070 OCSE					0.00		
				Totals for 3070		0.00	0.00
3080 State Unemployment Payable					(132.28)		
05/01/19	P89		Payroll Journal Entry			(116.90)	
				Totals for 3080		(116.90)	(249.18)
3120 City of Jonesboro-FAA					0.00		
				Totals for 3120		0.00	0.00
3130 Other Accrued Expenses					0.00		
				Totals for 3130		0.00	0.00
4010 Notes Payable - Liberty Bank					0.00		
				Totals for 4010		0.00	0.00
4020 Notes Payable - Addl Borr					0.00		
				Totals for 4020		0.00	0.00
4030 Notes Payable - Payment					0.00		
				Totals for 4030		0.00	0.00
5010 City Water & Light					124,121.55		
				Totals for 5010		0.00	124,121.55
5011 Jonesboro Chamber of Commerce					0.00		
				Totals for 5011		0.00	0.00
5012 City of Jonesboro					0.00		

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Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
				Totals for 5012		0.00	0.00
5013 Federal/State Grants					(11,273.00)		
				Totals for 5013		0.00	(11,273.00)
5014 Craighead County					0.00		
				Totals for 5014		0.00	0.00
5020 Addl Paid In Capital					0.00		
				Totals for 5020		0.00	0.00
5025 C.S.I. created O.O.B. A/C					0.00		
				Totals for 5025		0.00	0.00
5030 Beg Retained Earnings					(1,121,450.94)		
				Totals for 5030		0.00	(1,121,450.94)
6001 Grant Revenue-City of Jonesboro					(70,000.00)		
				Totals for 6001		0.00	(70,000.00)
6002 Grant Revenue-Federal & State					(54,477.00)		
				Totals for 6002		0.00	(54,477.00)
6003 Construction Reimbursements- non grant					(8,352.20)		
05/21/19	2125		Local Use and Sales Tax			(1,624.22)	
05/21/19	2126		Local Use and Sales Tax			(1,624.22)	
				Totals for 6003		(3,248.44)	(11,600.64)
6009 T-Hanger Lease #2/#3					0.00		
				Totals for 6009		0.00	0.00
6010 Hanger Revenue - FBO					(79,060.13)		
05/01/19	2118		Arkansas Air Center, Inc.-Hangar Revenue			(21,487.13)	
				Totals for 6010		(21,487.13)	(100,547.26)
6011 Revenue-Sharp Aviation					(10,529.00)		
				Totals for 6011		0.00	(10,529.00)
6012 Revenue-Gate Card Fees					(2,100.00)		
				Totals for 6012		0.00	(2,100.00)
6013 Revenue-Picture Display Fees					(1,000.00)		
				Totals for 6013		0.00	(1,000.00)
6014 T Hanger Leases					0.00		
				Totals for 6014		0.00	0.00
6015 Fuel Flowage					(22,749.60)		
05/17/19	2122		04/2019 Fuel Flowage Fee			(5,815.65)	
				Totals for 6015		(5,815.65)	(28,565.25)
6016 HANGER-FOWLER FOODS					(3,721.38)		
05/01/19	2117		Fowler-Hangar Lease			(1,145.04)	
				Totals for 6016		(1,145.04)	(4,866.42)
6017 HANGER-RAE					(3,790.32)		

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
			Totals for 6017		0.00	(3,790.32)
6018 HANGER-BAKER				(6,400.00)		
05/06/19	2121		M Baker-Office Lease		(1,600.00)	
			Totals for 6018		(1,600.00)	(8,000.00)
6019 HANGER-Goldeneye				(250.00)		
			Totals for 6019		0.00	(250.00)
6020 Auto Rental Agency & Land Lease				(300.00)		
			Totals for 6020		0.00	(300.00)
6021 HANGER-HYTROL				(300.00)		
			Totals for 6021		0.00	(300.00)
6022 HANGER-GOLDEN EYE				(1,500.00)		
05/01/19	2119		Golden Eye-1/2 Hgr. #8 Lease Rent		(250.00)	
05/06/19	2120		05/2019 Hgr. #8 Lease Rent 1/2		(250.00)	
			Totals for 6022		(500.00)	(2,000.00)
6030 Terminal Building Leases-AIR CHOICE				(4,400.00)		
05/20/19	2124		5/2019 Bld. #12 Air Choice One Rent		(1,100.00)	
			Totals for 6030		(1,100.00)	(5,500.00)
6031 Terminal Building Leases				0.00		
			Totals for 6031		0.00	0.00
6040 Farm Rents				0.00		
			Totals for 6040		0.00	0.00
6050 ASU Lease				0.00		
			Totals for 6050		0.00	0.00
6060 Other Income				0.00		
05/17/19	2123		Great Northern Ins., Bld #1 Wind Damage Roof Ins. Claim		(51,362.66)	
			Totals for 6060		(51,362.66)	(51,362.66)
7005 Grant Project Expenditures				78,303.33		
			Totals for 7005		0.00	78,303.33
7006 Capital Expenditures- Non Grant				0.00		
			Totals for 7006		0.00	0.00
7010 Grounds				2,617.77		
05/21/19	11216		Quality Farm Supply		43.55	
			Totals for 7010		43.55	2,661.32
7020 Runways				1,237.00		
			Totals for 7020		0.00	1,237.00
7030 Hanger Expense-FBO				6,781.20		
05/01/19	11201		Paint Plus		1,776.24	
05/21/19	11203		All Clean		2,884.02	
05/21/19	11204		Arkansas Air Center		640.21	
05/21/19	11208		Barton's of Jonesboro		256.96	

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
05/21/19	11211		Ditta Enterprises, Inc.			352.63	
05/21/19	11214		Lowes Business Account			389.36	
05/21/19	11220		The Sherwin Williams Co.			38.48	
				Totals for 7030		6,337.90	13,119.10
7035 T-Hanger Expense					11,782.92		
				Totals for 7035		0.00	11,782.92
7040 Terminal Building Expense-					20,676.06		
05/21/19	11212		Greg Moore			675.00	
05/21/19	11217		Suddenlink			122.20	
05/21/19	11219		Sunshine Clean Services, Inc.			640.15	
				Totals for 7040		1,437.35	22,113.41
7041 Terminal Building Expense					530.81		
05/21/19	11213		Jonesboro Roofing Co., Inc.			175.00	
				Totals for 7041		175.00	705.81
7050 Flight Service Station					0.00		
				Totals for 7050		0.00	0.00
7051 Fire Rescue Building Expense					1,350.20		
05/21/19	11218		Suddenlink			92.45	
				Totals for 7051		92.45	1,442.65
7052 Sharp Aviation Expense					395.81		
				Totals for 7052		0.00	395.81
7053 Old Terminal Bldg - CAP					0.00		
				Totals for 7053		0.00	0.00
7060 Beacon & Field Lights					325.85		
				Totals for 7060		0.00	325.85
7100 Other Direct Costs					0.00		
				Totals for 7100		0.00	0.00
7200 Freight					0.00		
				Totals for 7200		0.00	0.00
8010 Advertising					1,109.81		
				Totals for 8010		0.00	1,109.81
8020 Amortization					0.00		
				Totals for 8020		0.00	0.00
8030 Auto Expense					0.00		
				Totals for 8030		0.00	0.00
8040 Bad Debts					0.00		
				Totals for 8040		0.00	0.00
8050 Bank Charges					0.00		
				Totals for 8050		0.00	0.00
8060 Commissions					0.00		

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Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
			Totals for 8060		0.00	0.00
8070 Contributions/Donations				0.00		
			Totals for 8070		0.00	0.00
8080 Depreciation				0.00		
			Totals for 8080		0.00	0.00
8090 Dues/Subscriptions				0.00		
05/01/19	11195		Arkansas Airport Operators Assoc.		55.00	
			Totals for 8090		55.00	55.00
8100 Insurance				38,081.44		
			Totals for 8100		0.00	38,081.44
8110 Insurance - Medical				1,804.95		
05/01/19	11196		Arkansas Blue Cross Blue Shield		993.01	
05/01/19	P89		Payroll Journal Entry		(293.52)	
			Totals for 8110		699.49	2,504.44
8120 Insurance - Fire				0.00		
			Totals for 8120		0.00	0.00
8130 Janitorial				0.00		
			Totals for 8130		0.00	0.00
8140 Office Expense				0.00		
			Totals for 8140		0.00	0.00
8150 Outside Services				0.00		
			Totals for 8150		0.00	0.00
8160 Payroll Taxes				2,236.34		
05/01/19	P89		Payroll Journal Entry		727.66	
			Totals for 8160		727.66	2,964.00
8170 Postage				120.00		
			Totals for 8170		0.00	120.00
8180 Rent Expense				0.00		
			Totals for 8180		0.00	0.00
8190 Repairs/Maintenance				2,467.20		
05/15/19	1228		BBC Builders, Inc.-PPR #1, HGR #3		7,312.50	
05/15/19	1229		BBC Builders, Inc.-PPR #1, HGR #3		7,312.50	
			Totals for 8190		14,625.00	17,092.20
8200 Salaries - Manager				18,968.26		
05/01/19	P89		Payroll Journal Entry		4,878.31	
			Totals for 8200		4,878.31	23,846.57
8210 Salaries - Other				4,548.00		
05/01/19	P89		Payroll Journal Entry		3,340.00	
			Totals for 8210		3,340.00	7,888.00
8211 Salaries-Fireman				0.00		

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Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
			Totals for 8211		0.00	0.00
8220 Supplies				1,330.72		
05/21/19	11207		Bank & Business Solutions		294.25	
05/21/19	11210		Cardinal Supplies of Arkansas, Inc.		158.78	
05/22/19	11221		FEDEX Office		261.59	
			Totals for 8220		714.62	2,045.34
8230 Taxes/License				0.00		
			Totals for 8230		0.00	0.00
8240 Telephone				1,453.20		
05/21/19	11205		AT & T		194.19	
05/21/19	11206		AT & T Mobility		188.04	
			Totals for 8240		382.23	1,835.43
8245 Meetings/Travel				73.65		
			Totals for 8245		0.00	73.65
8250 Meals/Entertainment				367.23		
			Totals for 8250		0.00	367.23
8260 Utilities				0.00		
			Totals for 8260		0.00	0.00
8270 Misc Expense				0.00		
			Totals for 8270		0.00	0.00
8280 Legal & Accounting				2,725.00		
05/21/19	11209		Cahoon & Smith Law Office		250.00	
05/21/19	11215		Orr, Lamb & Fegtly		350.00	
			Totals for 8280		600.00	3,325.00
9010 Interest Income				(5,178.02)		
05/31/19	2127		05/2019 Gen. Account Bank Interest		(1,382.79)	
05/31/19	2128		05/2019 Project Account Bank Interest		(32.37)	
			Totals for 9010		(1,415.16)	(6,593.18)
9030 Interest Expense				0.00		
			Totals for 9030		0.00	0.00
9100 Income Taxes				0.00		
			Totals for 9100		0.00	0.00
			Report Total			0.00

Net Profit/(Loss)

Current Period	53,565.52
Year-to-Date	128,386.42

Distribution count = 86