



## Office of Chief Counsel

P.O. Box 1437, S260, Little Rock, Arkansas 72203  
(501) 396-6174 · Fax: (501) 682-8009



June 28, 2018

Ms. Marty Garrity, Director  
Bureau of Legislative Research  
State Capitol, Rm. 315  
Little Rock, AR 72201

### **RE: Report to ALC on Transfer of State Owned Property to Municipality**

Dear Ms. Garrity:

In accordance with Ark Code Ann. § 22-6-117, which requires a report to ALC of land transfers, please find enclosed documents related to and confirming the recent transfer of state owned property from the state Developmental Disabilities Services Board (DDS Board) to the City of Alexander Arkansas. The property at issue is located in the City of Alexander and was formerly used to operate the Alexander Human Development Center.

Included are executed copies of the Agreement to Transfer Real Estate and the Warrant Deed, which has been filed with the Circuit Clerk of Saline County, and the minutes from each of the governmental authorities providing the approval of the transfer.

I appreciate your assistance with this matter. Please give me a call if you have any questions or I can offer assistance.

A handwritten signature in blue ink that reads "Jim E. Brader".

Jim Brader  
Chief Deputy Counsel  
Arkansas Department of Human Services

Enc.

cc:

Cindy Gillespie, DHS Director  
Kelley Linck, Director, Legislative Affairs  
Melissa Stone, DDS Director



Prepared by:  
Arkansas Department of Human Services  
Office of Chief Counsel  
P.O. Box 1437, Slot S-260  
Little Rock AR 72203  
(501) 396-6174



2018-006543  
I certify this instrument  
was filed on:  
04/10/2018 02:29:20 PM  
Myka Bono Sample  
Saline County Circuit Clerk

Pages: 7  
C KOLLER

## **WARRANTY DEED**

STATE OF ARKANSAS §

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF SALINE §

That Grantor, the State of Arkansas, Developmental Disabilities Services Board, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the City of Alexander, Arkansas, Grantee, subject to the exceptions and/or reservations hereinafter made, all interest in and to that certain property located in Saline County, Arkansas, and being described as follows, to wit:

### **TRACT A:**

A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER, SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1776.19 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID EAST LINE, SOUTH 74 DEGREES

25 MINUTES 04 SECONDS WEST 430.41 FEET TO A POINT; THENCE NORTH 58 DEGREES 32 MINUTES 26 SECONDS WEST 366.97 FEET TO A POINT; THENCE SOUTH 58 DEGREES 26 MINUTES 06 SECONDS WEST 251.44 FEET TO A POINT; THENCE NORTH 84 DEGREES 50 MINUTES 36 SECONDS WEST 368.53 FEET TO A POINT ON THE WEST LINE OF THE SAID EAST ONE HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 12 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE 357.99 FEET TO A FOUND 1" PIPE; THENCE NORTH 88 DEGREES 12 MINUTES 44 SECONDS EAST 1309.72 FEET TO A FOUND MAG NAIL ON THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS WEST ALONG SAID EAST LINE 376.26 FEET, RETURNING TO THE POINT OF BEGINNING, CONTAINING 11.66 ACRES, MORE OR LESS.

**TRACT B:**

A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 706.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE SOUTH 87 DEGREES 12 MINUTES 51 SECONDS WEST 105.44 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 56 SECONDS WEST 65.53 FEET TO A POINT; THENCE NORTH 80 DEGREES 13 MINUTES 46 SECONDS WEST 77.69 FEET TO A POINT; THENCE NORTH 69 DEGREES 52 MINUTES 57 SECONDS WEST 151.09 FEET TO A POINT; THENCE NORTH 73 DEGREES 08 MINUTES 25 SECONDS WEST 959.15 FEET TO A POINT; THENCE NORTH 00 DEGREES 12 MINUTES 44 SECONDS EAST 708.34 FEET TO A POINT; THENCE SOUTH 84 DEGREES 50 MINUTES 36 SECONDS EAST 368.53 FEET TO A POINT; THENCE NORTH 58 DEGREES 26 MINUTES 06 SECONDS EAST 251.44 FEET TO A POINT; THENCE SOUTH 58 DEGREES 32 MINUTES 26 SECONDS EAST 366.97 FEET TO A POINT; THENCE NORTH 74 DEGREES 25 MINUTES 04 SECONDS EAST 430.41 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 1069.32 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 26.85 ACRES, MORE OR LESS.

**TRACT C:**

A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER A DISTANCE OF 341.63 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE NORTH 89 DEGREES 46 MINUTES 09 SECONDS WEST 81.13 FEET TO A POINT; THENCE SOUTH 67 DEGREES 27 MINUTES 25 SECONDS WEST 38.73 FEET TO A POINT; THENCE SOUTH 85 DEGREES 40 MINUTES 25 SECONDS WEST 70.65 FEET TO A POINT; THENCE SOUTH 72 DEGREES 35 MINUTES 55 SECONDS WEST 14.76 FEET TO A POINT; THENCE SOUTH 54 DEGREES 01 MINUTES 19 SECONDS WEST 188.03 FEET TO A POINT; THENCE SOUTH 09 DEGREES 22 MINUTES 41 SECONDS WEST 69.88 FEET TO A POINT; THENCE SOUTH 23 DEGREES 21 MINUTES 04 SECONDS EAST 161.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 07 MINUTES 00 SECONDS WEST 1009.13 FEET TO A POINT; THENCE NORTH 00 DEGREES 12 MINUTES 44 SECONDS EAST 1088.28 FEET TO A POINT; THENCE SOUTH 73 DEGREES 08 MINUTES 25 SECONDS EAST 959.15 FEET TO A POINT; THENCE SOUTH 69 DEGREES 52 MINUTES 57 SECONDS EAST 151.09 FEET TO A POINT; THENCE SOUTH 80 DEGREES 13 MINUTES 46 SECONDS EAST 77.69 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 56 SECONDS EAST 65.53 FEET TO A POINT; THENCE NORTH 87 DEGREES 12 MINUTES 51 SECONDS EAST 105.44 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 365.24 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 23.75 ACRES, MORE OR LESS.

**TRACT D:**

A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE SOUTH 88 DEGREES 07 MINUTES 00 SECONDS WEST 299.96 FEET TO A POINT; THENCE NORTH 23 DEGREES 21 MINUTES 04 SECONDS WEST 161.00 FEET TO A POINT; THENCE NORTH 09 DEGREES 22 MINUTES 41 SECONDS EAST 69.88 FEET TO A POINT; THENCE NORTH 54 DEGREES 01 MINUTES 19 SECONDS EAST 188.03 FEET TO A POINT; THENCE NORTH 72 DEGREES 35 MINUTES 55 SECONDS EAST 14.76 FEET TO A POINT; THENCE NORTH 85 DEGREES 40 MINUTES 25 SECONDS EAST 70.65 FEET TO A POINT; THENCE NORTH 67 DEGREES 27 MINUTES 25 SECONDS EAST

38.73 FEET TO A POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 09 SECONDS EAST 81.13 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 341.63 FEET. RETURNING TO THE POINT OF BEGINNING. CONTAINING 2.43 ACRES. MORE OR LESS.

**EASEMENT DESCRIPTION:**

A 25 FOOT INGRESS & EGRESS EASEMENT BEING LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 24, 463.30 FEET TO THE POINT OF BEGINNING OF EASEMENT DESCRIPTION; THENCE WITH A STRIP OF LAND CONVEYED 12.50 FEET TO THE LEFT AND RIGHT OF THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 81 DEGREES 01 MINUTES 02 SECONDS WEST 51.11 FEET; SOUTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 113.57 FEET; NORTH 02 DEGREES 01 MINUTES 19 SECONDS WEST 160.63 FEET; NORTH 01 DEGREES 33 MINUTES 07 SECONDS WEST 81.99 FEET; 91.32 FEET ALONG THE ARC OF A 168.80 FOOT RADIUS CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 21 DEGREES 01 MINUTES 45 SECONDS WEST 90.21 FEET; 104.51 FEET ALONG THE ARC OF A 170.76 FOOT RADIUS CURVE TO THE RIGHT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 41 MINUTES 29 SECONDS WEST 102.89 FEET; NORTH 05 DEGREES 38 MINUTES 06 SECONDS WEST 232.89 FEET; NORTH 06 DEGREES 45 MINUTES 15 SECONDS WEST 52.01 FEET; 89.41 FEET ALONG THE ARC OF A 69.98 FOOT RADIUS CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES 40 MINUTES 15 SECONDS WEST 83.45 FEET; NORTH 72 DEGREES 56 MINUTES 24 SECONDS WEST 83.36 FEET; NORTH 66 DEGREES 57 MINUTES 46 SECONDS WEST 91.20 FEET; 117.91 FEET ALONG THE ARC OF A 249.66 FOOT RADIUS CURVE TO THE RIGHT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 39 MINUTES 25 SECONDS WEST 116.82 FEET; NORTH 02 DEGREES 55 MINUTES 24 SECONDS WEST 126.34 FEET; NORTH 01 DEGREES 04 MINUTES 22 SECONDS EAST 186.43 FEET; NORTH 29 DEGREES 05 MINUTES 12 SECONDS EAST 59.81 FEET; NORTH 16 DEGREES 53 MINUTES 45 SECONDS EAST 42.97 FEET TO THE END POINT OF EASEMENT DESCRIPTION.

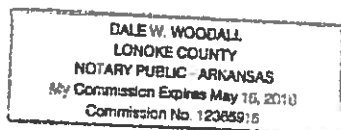
TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DATED this 9<sup>th</sup> day of April, 2018.

STATE OF ARKANSAS    §  
                                      §  
COUNTY OF PULASKI   §

Before me, the undersigned Notary Public, on this day personally appeared Randy Lavery, Chairman of the Developmental Disabilities Services Board, known to me to be the person officially representing the Grantor in the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of April, 2018.



Dale W. Woodall  
NOTARY PUBLIC  
STATE OF ARKANSAS

I certify under penalty of false swearing that the above referenced consideration was paid and received for this conveyance and, therefore, no documentary stamps are due to be placed on this document.

Randy Lavery  
Randy Lavery  
Board Chair, Developmental Disabilities Services Board  
P.O. Box 14367, Slot N-501  
Little Rock, AR 72201

STATE OF ARKANSAS   §  
  §  
COUNTY OF SALINE   §

Before me, the undersigned Notary Public, on this day personally appeared Paul Mitchell, Mayor of the City of Alexander, known to me to be the person officially representing the Grantee in the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of April, 2018.



NOTARY PUBLIC  
STATE OF ARKANSAS

I certify under penalty of false swearing that the above referenced consideration was paid and received for this conveyance and, therefore, no documentary stamps are due to be placed on this document.

Hon. Paul Mitchell,  
Mayor of the City of Alexander  
15605 Alexander Road  
Alexander, AR 72002



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
Arkansas Real Property Tax Affidavit of Compliance Form

Grantee (Purchaser) Name <u>City of Alexander</u>			Grantor (Seller) Name <u>State of Arkansas</u>		
Grantee (Purchaser) Address <u>15605 Alexander Rd</u>			Grantor (Seller) Address <u>P.O. Box 1437, Slot N501</u>		
City <u>Alexander</u>	State <u>AR</u>	Zip Code <u>72002</u>	City <u>Little Rock</u>	State <u>AR</u>	Zip Code <u>72203</u>

Date of real property transfer (as reflected on the transfer instrument): April 9, 2018

Name of the county where the property is located: Saline

Amount of the full consideration for the transaction: \$10.00

☐ Tax is due. Value of the documentary stamps. \_\_\_\_\_

☐ No tax is due: Family or Gift or Consideration of \$100 or less

☒ No tax is due: Exemption (check one exemption below)

- ☒ Transfers to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions thereof.
- ☐ Any instrument given in writing to secure a debt.
- ☐ Any instrument solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of tax having been paid at the time of the previous recordation.
- ☐ Instruments conveying land sold for delinquent taxes.
- ☐ Instruments conveying leasehold interest in land only.
- ☐ Instruments, including timber deeds, which convey the right to remove timber for a period not to exceed twenty-four (24) months.
- ☐ Instruments given by one party in a divorce action to other party to the divorce action as a division of marital property whether by agreement or order of the court.
- ☐ Instruments given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person who is seeking to enforce the security interest.
- ☐ Instruments given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
- ☐ Instruments conveying a home financed by the Federal Housing Administration, Department of Veterans Affairs, or United States Department of Agriculture (USDA) Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.
- ☐ Instruments conveying land between corporations, partnerships, limited liability companies, or between a business entity and its shareholder, partner or member of a corporation incident to the organization, reorganization, merger, consolidation, capitalization, asset distribution, or liquidation of a corporation, partnership, limited liability company, or other business entity.
- ☐ A beneficiary deed under ACA 18-12-608.
- ☐ Other (Explain): \_\_\_\_\_

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.

Pat Marshall  
(Print Name)  
City Attorney

Pat Marshall  
(Signature of Requestor)

4/11/18  
(Date)



**AGREEMENT FOR THE TRANSFER OF REAL ESTATE FROM  
STATE OF ARKANSAS  
DEVELOPMENTAL DISABILITIES SERVICES BOARD  
TO  
THE CITY OF ALEXANDER, ARKANSAS**

**SUMMARY**

**Effective Date:**

**The later of the dates of the signatures of the Chair of the Developmental Disabilities Services Board and the City of Alexander.**

**State of Arkansas  
Developmental Disabilities Services Board**

**Address for Notice:**

**P.O. Box 1437, Slot N-501  
Little Rock, AR 72201  
Attention: Melissa Stone, DDS Director**

**Political Subdivision:**

**City of Alexander, Arkansas**

**Political Subdivision's Address for Legal Notice:**

**Street address  
City, Zip Code  
Attention:**

**Address of Property to be transferred:**

**65.68 acres, more or less  
111 Arkansas Highway 111  
Alexander, AR zip code**

**Legal Description:**

**See Exhibit "A"**

**Due Diligence Period:**

**From the Effective Date of this Agreement until 5:00 p.m. on the day that is the 15<sup>th</sup> calendar day after the effective Date.**

## TERMS AND CONDITIONS

### 1) STATEMENT OF INTENT.

The State of Arkansas, Board of Developmental Disabilities Services, "State" hereinafter, desires to sell real property consisting of 65.69 acres "PROPERTY" hereinafter, more or less, located adjacent to Arkansas State Highway 111, in Alexander, Arkansas to the City of Alexander, "BUYER" hereinafter. The BUYER wishes to purchase the Property from the State. PROPERTY is described in the legal description contained in Attachment "A" to this agreement, which is incorporated as if set out word for word herein.

### 2) TRANSFER.

- (a) Subject to the terms and conditions set forth in this Agreement, at Closing, the State will convey the Property to BUYER.
- (b) The state shall retain ownership of the interest in and to all oil, gas, and other minerals contained in the Property. See, Ark. Code Ann. § 22-6-113.
- (c) The transfer is from the State of Arkansas to the Buyer, a political subdivision of the State, and is exempt from the real property transfer tax imposed by Ark. Code Ann. §26-60-105. See, Ark. Code Ann. § 26-60-102.

### 3) PRICE.

BUYER agrees to purchase the Land described above from the State paying a total purchase price of \$10.00, payable on execution of this agreement, as good and valuable consideration for this transfer.

### 4) MANNER OF TITLE.

- (a) At Closing, the State shall convey the Property by a Special Warranty Deed to BUYER.
- (b) The State shall be responsible for certifying a copy of the deed to the Governor as well as notifying the State Land Commissioner of the disposition of the land. See, Ark Code Ann. §22-5-411.
- (c) The State shall also be responsible for reporting the conveyance to the Arkansas Legislative Council within thirty (30) days of the quarter in which the conveyance occurred in compliance with Ark. Code Ann. § 22-6-117.

5) STATE'S REPRESENTATIONS AND WARRANTIES.

In order to induce the BUYER to enter into this Agreement, the State hereby represents and warrants the following, which shall survive the Closing:

- (a) The execution and delivery of this Agreement is binding upon the State, and is not in violation of any laws, decrees, or orders with which the BUYER must comply.
- (b) The State is not aware of any violations, orders, penalties, assessments, or other administrative or judicial actions or proceedings, either pending or threatened, which affect the Property in any way, including, but not limited to, any zoning, subdivision, health, fire, life/safety, or other violations, and violations of any applicable federal, state, or local environmental laws.
- (c) The State holds good, marketable and insurable title to the Property and is not subject to any contracts, agreements or interests of any third parties, except as otherwise disclosed herein.
- (d) The State has full power and authority to enter into and perform the obligations described in this Agreement.
- (e) There is no suit, action or proceeding, pending or threatened, against the State which raises or would raise any question concerning the validity or enforceability of this Agreement or the transactions contemplated herein.
- (f) There is no tax, judgment or other monetary lien or encumbrance upon the Property, or if one does exist, it shall be satisfied in full as of the Closing Date by the State.
- (g) There are no contracts in existence which materially or adversely affect the Property, except as previously disclosed by the State to BUYER.
- (h) Except as previously disclosed to BUYER, the State has not made any commitments or representations to the applicable governmental authorities, adjoining property owners, any civic association, or any other person or entity which would in any manner be binding upon the BUYER.
- (i) The Property is, or will be on the Closing Date, subject to one tenancy as described in Attachment "B" to this agreement, which is incorporated as if set out word for word herein. BUYER acknowledges the existence, validity, and term of the tenancy.

6) NO BROKER.

The parties represent to each other that no broker procured or brought about this Agreement.

7) BUYER'S REPRESENTATIONS AND WARRANTIES.

BUYER hereby represents and warrants the following:

- (a) Buyer has full power and authority to enter into and perform the obligations described in this Agreement, and the Buyer agrees to be bound by the terms and conditions of this Agreement.
- (b) There is no suit, action or proceeding, pending or threatened, against the Buyer which raises or would raise any question concerning the validity or enforceability of this Agreement or the transactions contemplated herein.
- (c) This agreement incorporates and is subject to the existing lease agreement between the State and Pathfinder, Inc., an Arkansas-based nonprofit organization headquartered in Jacksonville, Arkansas. Buyer takes the Property subject to the existing leasehold of Pathfinder. The Buyer agrees to assume all of the obligations and responsibilities of the State under the existing lease for the duration of the lease agreement.

8) APPROVALS.

This Agreement is specifically contingent upon the Buyer obtaining approval of this Agreement in accordance with local, state or federal laws, rules and regulations. Buyer shall advise the State on or before the end of the Due Diligence Period whether the approvals were received or if Buyer intends to terminate this Agreement due to lack of approval. If the Buyer does not notify the State of such approval or of its intent to terminate this Agreement by the end of the Due Diligence Period, the State may terminate this Agreement immediately and without notice to Buyer and shall have no further obligation to convey the Property to Buyer.

9) DUE DILIGENCE.

(a) Up to and including the last day of the Due Diligence Period, the Buyer and its contractors, shall be permitted to conduct any and all tests, investigations, studies, assessments, inspections, title examinations and surveys of the Property, including, but not limited to an inspection of the Property, environmental site assessments and such other reasonable examinations and inquiries (Due Diligence), at Buyer's sole cost and expense.

(b) By entering this Agreement, Buyer certifies that it has made due diligence investigations regarding the purchase of the property prior to execution of this document. Buyer

does not rely upon any warranties, representations or statements of the State or any person on the State's behalf as to the age or physical condition of any improvement, environmental conditions, taxes, encroachments, special assessments or any other matters related to or pertaining to the property. Nor shall bidders rely upon any representations or statements of the State of the property, any matters affecting title to the property, or of any other matters related to the property but, rather, is relying on the Bidder's own diligence and judgment and experience. It is specifically understood and agreed, without limiting the generality of the foregoing, that the State shall have no obligation to correct defects, if any, in the title to the property

10) OBJECTIONS.

On or before the end of the Due Diligence Period, Buyer shall give the State: (i) notice of any objections it may have to the results of any such Due Diligence, or; (ii) notice of intent to proceed with the transaction. If the State is not willing to satisfy the objections before the Closing Date, either party may terminate this Agreement immediately with Notice to the other. If the buyer does not give the State one of the foregoing Notices on or before the end of the Due Diligence period, the State may terminate this Agreement immediately by Notice to Buyer.

11) RISK OF LOSS.

The State shall bear the risk of loss for the Property until the Closing Date. In the event that the Property or any portion thereof is lost or damaged as a result of a casualty between the date of full execution of this Agreement and the Closing Date, and the loss is in excess of One Thousand Dollars (\$1,000.00), the Buyer shall have the right, upon notice to the State, (i) to terminate this Agreement or (ii) elect to accept the transfer of the Property along with the State's assignment of all insurance proceeds for such damage.

12) CLOSING.

- (c) To the extent possible, all utilities and other services and any assumed contracts shall be put into Buyer's name as of the Effective Date so that no operating expense prorations are necessary. To the extent that this is not possible or does not occur, then subsequent to the Effective Date such items shall be prorated as of the Effective Date based on the actual number of days in that month.

13) MISCELLANEOUS.

The following further provisions apply to this Agreement:

- (a) Separability of Provisions. The invalidity or unenforceability of any term of this Agreement shall in no way affect the validity or enforcement of any other provision.

- (b) Governing Law. This Agreement shall be governed under the laws of the State in which the Property is located.
- (c) Survival of Representations. All representations and agreements made by the parties in this Agreement, or in any certificate or instrument delivered at Closing, shall survive the Closing.
- (d) Effect of Agreement. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors, designees and assigns of the State and Buyer.
- (e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Property, and supersedes all previous agreements, verbal or written. This Agreement may not be orally amended or modified. There are no other agreements, representations, or warranties among the parties that are not contained in this Agreement.
- (f) Assignment. The Buyer may not assign this Agreement or any of the Buyer's rights, privileges, duties or liabilities hereunder to any other party.
- (g) Legal Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed given if (i) personally delivered, with signed receipt, (ii) sent by a commercial overnight courier which requires signed receipt upon delivery, or (iii) mailed by certified mail, return receipt requested, first class, postage prepaid.
- (h) Savings Provision. It is the intent of the parties that this Agreement shall comply with applicable State and local law. To the extent that this Agreement conflicts with such laws, it shall be deemed to have been amended to so comply with such laws to the extent that is lawful to do so and if such amendment would not frustrate the intent of the parties to undertake the conveyance represented hereby.

**BUYER:**

By: \_\_\_\_\_

Printed Name: Paul Mitchell

Title: MAYOR

Date: 3.8.2018

**STATE:**

By: \_\_\_\_\_

Printed Name: RANDALL SEVERIY

Title: DDS BOARD CHAIR

Date: 3/21/18

## **Exhibit "A"**

### **TRACT A:**

**A PART OF THE EAST ONE HALF OF THE SOUTHEAST  
QUARTER, SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14  
WEST, SALINE COUNTY, ARKANSAS BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT SOUTHEAST CORNER OF SECTION 24,  
TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH 00  
DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST  
LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF  
1776.19 FEET TO THE POINT OF BEGINNING; THENCE  
LEAVING SAID EAST LINE, SOUTH 74 DEGREES 25 MINUTES  
04 SECONDS WEST 430.41 FEET TO A POINT; THENCE  
NORTH 58 DEGREES 32 MINUTES 26 SECONDS WEST 366.97  
FEET TO A POINT; THENCE SOUTH 58 DEGREES 26 MINUTES  
06 SECONDS WEST 251.44 FEET TO A POINT; THENCE  
NORTH 84 DEGREES 50 MINUTES 36 SECONDS WEST 368.53  
FEET TO A POINT ON THE WEST LINE OF THE SAID EAST  
ONE HALF OF THE SOUTHEAST QUARTER; THENCE NORTH  
00 DEGREES 12 MINUTES 44 SECONDS EAST ALONG SAID  
WEST LINE 357.99 FEET TO A FOUND 1" PIPE; THENCE  
NORTH 88 DEGREES 12 MINUTES 44 SECONDS EAST 1309.72  
FEET TO A FOUND MAG NAIL ON THE EAST LINE OF SAID  
SECTION 24; THENCE SOUTH 00 DEGREES 13 MINUTES 51  
SECONDS WEST ALONG SAID EAST LINE 376.26 FEET,  
RETURNING TO THE POINT OF BEGINNING, CONTAINING  
11.66 ACRES, MORE OR LESS.**

**TRACT B:**

A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 01 SOUTH, RANGE 14  
WEST, SALINE COUNTY, ARKANSAS BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION  
24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH  
00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE  
EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF  
706.87 FEET TO THE POINT OF BEGINNING; THENCE  
LEAVING SAID EAST LINE SOUTH 87 DEGREES 12 MINUTES  
51 SECONDS WEST 105.44 FEET TO A POINT; THENCE  
NORTH 89 DEGREES 50 MINUTES 56 SECONDS WEST 65.53  
FEET TO A POINT; THENCE NORTH 80 DEGREES 13 MINUTES  
46 SECONDS WEST 77.69 FEET TO A POINT; THENCE NORTH  
69 DEGREES 52 MINUTES 57 SECONDS WEST 151.09 FEET TO  
A POINT; THENCE NORTH 73 DEGREES 08 MINUTES 25  
SECONDS WEST 959.15 FEET TO A POINT; THENCE NORTH  
00 DEGREES 12 MINUTES 44 SECONDS EAST 708.34 FEET TO  
A POINT; THENCE SOUTH 84 DEGREES 50 MINUTES 36  
SECONDS EAST 368.53 FEET TO A POINT; THENCE NORTH 58  
DEGREES 26 MINUTES 06 SECONDS EAST 251.44 FEET TO A  
POINT; THENCE SOUTH 58 DEGREES 32 MINUTES 26  
SECONDS EAST 366.97 FEET TO A POINT; THENCE NORTH 74  
DEGREES 25 MINUTES 04 SECONDS EAST 430.41 FEET TO A  
POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 51  
SECONDS WEST 1069.32 FEET RETURNING TO THE POINT OF  
BEGINNING, CONTAINING 26.85 ACRES, MORE OR LESS.



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**TRACT C:**

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A PART OF THE EAST ONE HALF OF THE SOUTHEAST  
QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14  
WEST, SALINE COUNTY, ARKANSAS BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION  
24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE NORTH  
00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE  
EAST LINE OF THE SAID SOUTHEAST QUARTER A  
DISTANCE OF 341.63 FEET TO THE POINT OF BEGINNING;  
THENCE LEAVING SAID EAST LINE NORTH 89 DEGREES 46  
MINUTES 09 SECONDS WEST 81.13 FEET TO A POINT;  
THENCE SOUTH 67 DEGREES 27 MINUTES 25 SECONDS  
WEST 38.73 FEET TO A POINT; THENCE SOUTH 85 DEGREES  
40 MINUTES 25 SECONDS WEST 70.65 FEET TO A POINT;  
THENCE SOUTH 72 DEGREES 35 MINUTES 55 SECONDS  
WEST 14.76 FEET TO A POINT; THENCE SOUTH 54 DEGREES  
01 MINUTES 19 SECONDS WEST 188.03 FEET TO A POINT;  
THENCE SOUTH 09 DEGREES 22 MINUTES 41 SECONDS  
WEST 69.88 FEET TO A POINT; THENCE SOUTH 23 DEGREES  
21 MINUTES 04 SECONDS EAST 161.00 FEET TO A POINT;  
THENCE SOUTH 88 DEGREES 07 MINUTES 00 SECONDS  
WEST 1009.13 FEET TO A POINT; THENCE NORTH 00  
DEGREES 12 MINUTES 44 SECONDS EAST 1088.28 FEET TO A  
POINT; THENCE SOUTH 73 DEGREES 08 MINUTES 25  
SECONDS EAST 959.15 FEET TO A POINT; THENCE SOUTH 69  
DEGREES 52 MINUTES 57 SECONDS EAST 151.09 FEET TO A  
POINT; THENCE SOUTH 80 DEGREES 13 MINUTES 46  
SECONDS EAST 77.69 FEET TO A POINT; THENCE SOUTH 89  
DEGREES 50 MINUTES 56 SECONDS EAST 65.53 FEET TO A  
POINT; THENCE NORTH 87 DEGREES 12 MINUTES 51  
SECONDS EAST 105.44 FEET TO A POINT; THENCE SOUTH 00  
DEGREES 13 MINUTES 51 SECONDS WEST 365.24 FEET  
RETURNING TO THE POINT OF BEGINNING, CONTAINING  
23.75 ACRES, MORE OR LESS.

**TRACT D:**

**A PART OF THE EAST ONE HALF OF THE SOUTHEAST  
QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14  
WEST, SALINE COUNTY, ARKANSAS BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24,  
TOWNSHIP 01 SOUTH, RANGE 14 WEST, THENCE SOUTH 88  
DEGREES 07 MINUTES 00 SECONDS WEST 299.96 FEET TO A  
POINT; THENCE NORTH 23 DEGREES 21 MINUTES 04  
SECONDS WEST 161.00 FEET TO A POINT; THENCE NORTH  
09 DEGREES 22 MINUTES 41 SECONDS EAST 69.88 FEET TO A  
POINT; THENCE NORTH 54 DEGREES 01 MINUTES 19  
SECONDS EAST 188.03 FEET TO A POINT; THENCE NORTH 72  
DEGREES 35 MINUTES 55 SECONDS EAST 14.76 FEET TO A  
POINT; THENCE NORTH 85 DEGREES 40 MINUTES 25  
SECONDS EAST 70.65 FEET TO A POINT; THENCE NORTH 67  
DEGREES 27 MINUTES 25 SECONDS EAST 38.73 FEET TO A  
POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 09  
SECONDS EAST 81.13 FEET TO A POINT; THENCE SOUTH 00  
DEGREES 13 MINUTES 51 SECONDS WEST 341.63 FEET,  
RETURNING TO THE POINT OF BEGINNING, CONTAINING  
2.43 ACRES, MORE OR LESS.**

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**EASEMENT DESCRIPTION:**

A 25 FOOT INGRESS & EGRESS EASEMENT BEING LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 24, 463.30 FEET TO THE POINT OF BEGINNING OF EASEMENT DESCRIPTION; THENCE WITH A STRIP OF LAND CONVEYED 12.50 FEET TO THE LEFT AND RIGHT OF THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 81 DEGREES 01 MINUTES 02 SECONDS WEST 51.11 FEET; SOUTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 113.57 FEET; NORTH 02 DEGREES 01 MINUTES 19 SECONDS WEST 160.63 FEET; NORTH 01 DEGREES 33 MINUTES 07 SECONDS WEST 81.99 FEET; 91.32 FEET ALONG THE ARC OF A 168.80 FOOT RADIUS CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 21 DEGREES 01 MINUTES 45 SECONDS WEST 90.21 FEET; 104.51 FEET ALONG THE ARC OF A 170.76 FOOT RADIUS CURVE TO THE RIGHT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 41 MINUTES 29 SECONDS WEST 102.89 FEET; NORTH 05 DEGREES 38 MINUTES 06 SECONDS WEST 232.89 FEET; NORTH 06 DEGREES 45 MINUTES 15 SECONDS WEST 52.01 FEET; 89.41 FEET ALONG THE ARC OF A 69.98 FOOT RADIUS CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 41 DEGREES 40 MINUTES 15 SECONDS WEST 83.45 FEET; NORTH 72 DEGREES 56 MINUTES 24 SECONDS WEST 83.36 FEET; NORTH 66 DEGREES 57 MINUTES 46 SECONDS WEST 91.20 FEET; 117.91 FEET ALONG THE ARC OF A 249.66 FOOT RADIUS CURVE TO THE RIGHT AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 39 MINUTES 25 SECONDS WEST 116.82 FEET; NORTH 02 DEGREES 55 MINUTES 24 SECONDS WEST 126.34 FEET; NORTH 01 DEGREES 04 MINUTES 22 SECONDS EAST 186.43 FEET; NORTH 29 DEGREES 05 MINUTES 12 SECONDS EAST 59.81 FEET; NORTH 16 DEGREES 53 MINUTES 45 SECONDS EAST 42.97 FEET TO THE END POINT OF EASEMENT DESCRIPTION.

**MINUTES OF MEETING**  
**BOARD OF DEVELOPMENTAL DISABILITIES SERVICES**  
**May 3, 2017**  
**Conway Human Development Center**  
**Conway, Arkansas**

The regular meeting of the Board of Developmental Disabilities Services (DDS) was held May 3, 2017 at the Conway Arkansas Human Development Center. The meeting convened at 10:40 a.m. pursuant to the call of the Board Chair.

**MEMBERS PRESENT:** Board Chair Mr. Randy Laverty, Ms. Sally Hardin, Mr. Darrell Pickney, Ms. Artie Jones, Ms. Suzann McCommon, Mr. David Rosegrant and Dr. Linda Selman.

**STAFF PRESENT:** DDS Director Melissa Stone, Jeff Gonyea, Sarah Murphy, Diane Keith, Mark Wargo, Steve Farmer, Regina Davenport, Avis Lane, Tammy Benbrook, Elizabeth Pitman, Dale Woodall, Jim Brader, Thomas Tarpley and Mike Emerson.

**OTHERS PRESENT:** Jan Fortney, Rita Hoover, Carole Sherman, Conway HDC staff, parents and family members of HDC residents, Attorney General Representative Olan Reeves and Christian Adcock from Disability Rights Arkansas.

Mr. Laverty called the meeting to order and welcomed everyone in attendance. He also recognized Jonesboro Interim Superintendent Diane Keith and Warren Interim Superintendent Mark Wargo along with the Conway HDC staff.

Ms. McCommon informed the Board that the purpose of the May 3, 2017 Administrative Services Subcommittee meeting was to continue to review Board policies. She complimented the open lines of communication between the Board and DDS Director Melissa Stone and noted how well operations are running. The subcommittee also discussed GIF funding awarded under SB 340 by Senator Cooper and SB 397 by Senator Rapert. SB 340 designated \$50,000 to the Human Development Centers and SB 397 designated \$25,000 to the Conway Human Development Center. CHDC would utilize the funds for two new bathrooms. The subcommittee reviewed a list of requests (Attachment 1) from the four remaining Superintendents. Following discussion, Ms. McCommon made a motion that the CHDC bathroom additions be approved and the funds designated under SB 340 be divided equally among the four remaining HDCs for the proposed projects listed. Mr. Pickney seconded the motion which passed unanimously.

Ms. Hardin informed the Board of matters discussed during the May 3, 2017 Physical Management Subcommittee meeting; 1) The 15 year extension of the USDA lease with Booneville HDC; 2) Arkansas Valley Cooperative's request to place a 40 foot wide easement on Booneville HDC property for the purpose of powering chicken houses; 3) Amending the current lease with Pathfinder, Inc. to reflect the original termination date of 2022 approved by the Board, and; 4) Exploration of transferring the Alexander property to the City of Alexander to utilize as a training facility for the police department. The action would require the city of Alexander to honor the existing lease between DDS and Pathfinders where clients are currently housed on the

property. Ms. Hardin made a motion to approve the matters discussed by the subcommittee. Ms. McCommon seconded the motion which passed unanimously.

Mr. Laverty called for a motion to approve the minutes from the February 1, 2017 regular meeting of the DDS Board. Ms. McCommon made a motion that the minutes be approved. Mr. Pickney seconded the motion which passed unanimously.

DDS Director Melissa Stone began her report by recognizing the Superintendents for the assistance they have provided the AmeriCorps volunteers with garden projects. She also recognized Tammy Benbrook for the work she has been doing with the HDCs. Ms. Stone advised the Board of a consultant retained to assist with a staff retention survey. The information obtained from the survey will be reviewed by focus groups in an effort to identify specific problems and propose next steps to address these issues. Rita Hoover, Tammy Benbrook and DHS Human Resources Director Glenn Eisenhower are in the process of producing an HDC public service announcement.

Following Ms. Stone's report Mr. Laverty requested that the Board go into Executive Session to discuss personnel issues. The Board entered into Executive Session at 11:10 a.m. and returned at 11:25 a.m. After discussion, the Board found no need for action.

Ms. Sarah Murphy, Superintendent of Conway HDC, presented the report for the Human Development Centers by sharing items of interest regarding each center.

Mr. Pickney thanked the Superintendents for addressing issues with the data contained in the monthly reports. He provided the Board with data obtained from the reports (Attachment 2) and then spoke regarding HDC staffing, specifically allocated versus funded staff positions. Ms. Stone shared the quality of the current staff recruitment plan and pointed out the success of having a number of direct care service workers exempt from freeze status. Mr. Pickney noted a drop in population from May of 2012 to May of 2017. He also asked for clarification on the number of licensed beds versus the number of filled beds in an effort to understand if an unfilled bed constitutes an opening. Mr. Gonyea noted respite is not included in those numbers and that a number of openings at BHDC are in the center's independent section. Requests for beds in this section are seldom made. Ms. Stone recommended the issue be revisited after the numbers provided are clarified.

Mr. Laverty called for a motion for the meeting to be adjourned. Mr. Rosegrant made a motion for the meeting to be adjourned. Mr. Pickney seconded the motion which passed unanimously. The meeting adjourned at 11:45 p.m.

ATTEST:

  
Mr. Randy Laverty, Chair, Board of DDS

  
Executive Secretary

**MINUTES OF MEETING  
BOARD OF DEVELOPMENTAL DISABILITIES SERVICES  
ADMINISTRATIVE SERVICES SUBCOMMITTEE  
PHYSICAL MANAGEMENT SUBCOMMITTEE**

**May 3, 2017**

**Conway Human Development Center  
Conway, Arkansas**

The Administrative Services Subcommittee and the Physical Management Subcommittee meetings of the Board of Developmental Disabilities Services (DDS) met May 3, 2017 at the Conway Human Development Center. The meeting convened at 9:35 a.m. pursuant to the call of Subcommittee Chair Suzann McCommon.

**MEMBERS PRESENT:** Administrative Services Subcommittee Chair Ms. Suzann McCommon, Physical Management Subcommittee Chair Ms. Sally Hardin, Board Chair Mr. Randy Lavery, Mr. Darrell Pickney, Ms. Artie Jones and Mr. David Rosegrant.

**STAFF PRESENT:** DDS Director Melissa Stone, Sarah Murphy, Steve Farmer, Avis Lane, Dale Woodall, James Brader, Thomas Tarpley, Mike Emerson, Johnathan Johnson and Jeff Gonyea.

**OTHERS PRESENT:** Jan Fortney and Rita Hoover.

Ms. McCommon called the meeting to order and welcomed everyone in attendance.

Ms. Hardin presented information regarding the USDA request for a 15 year extension of their lease with Booneville Human Development Center effective immediately. The term of the current lease agreement covers 2006 through 2021 (Attachment 1). Mr. Lavery voiced concern over the Board entering into an agreement which extends beyond their tenure. Ms. Harding noted it is not uncommon for agencies to request much longer periods. Ms. McCommon added the USDA initially requested 20 years but agreed to accept 15. Mr. Woodall provided information regarding the land improvements associated with USDA's presence, specifically the installation of gas lines and high speed internet which has benefited the city of Booneville. Ms. Hardin made a motion to approve the USDA lease extension. Mr. Lavery seconded the motion which passed unanimously.

Ms. Hardin advised the Board of Arkansas Valley Cooperative's request to place a 40 foot wide easement on Booneville Human Development Center property for the purpose of powering chicken houses. Mr. Lavery questioned if the easement would relinquish the Board's rights to this section of property. Mr. Brader advised the successor would be entitled to the right of way. Mr. Woodall pointed out the location of the easement will not affect the activities of BHDC or USDA. Ms. Hardin made a motion to approve Arkansas Valley Cooperative's request. Ms. McCommon seconded the motion which passed unanimously.

Mr. Brader updated the Board on the property in Alexander. Since DDS closed the facility in 2011 there are no ICF funds to maintain it and vandalism has been extensive. The city of Alexander is interested in utilizing the property as a training facility for the police department. Mr. Brader will explore possible means to transfer the property to the city therefore releasing DDS of liability. Pathfinders currently houses clients on the property under a DDS lease agreement which extends to 2022. If all parties are able to reach an agreement, Mr. Brader will make efforts to ensure that Pathfinder's lease hold on the property is carried forward for the duration of the lease

with the City serving as landlord. Ms. Hardin made a motion for Mr. Brader to explore possible means to transfer the property. Mr. Laverty seconded the motion which passed unanimously.

Ms. Stone provided an update on GIF funding awarded under SB 340 by Senator Cooper (Attachment 2) and SB 397 by Senator Rapert (Attachment 3). SB 340 designated \$50,000 to the Human Development Centers and SB 397 designated \$25,000 to the Conway Human Development Center. Superintendent Sarah Murphy advised the subcommittee CHDC would utilized the funds for two new bathrooms. Ms. Stone provided for the subcommittee's review a list (Attachment 4) of requests from the four remaining Superintendents. Following discussion of potential projects to allocate the remaining funds, Mr. Picknev made a motion that the CHDC bathroom additions be approved and the funds designated under SB 340 be divided equally among the four remaining HDCs for the proposed projects listed. Ms. Murphy seconded the motion which passed unanimously.

Ms. Stone advised no GIF funding was awarded during the 2017 Legislative Session. There are, however, antique items of potential value remaining from the Tuberculosis Sanatorium operation which are located in the basement of BHDC. These items will be sold to raise funds. Mike Emerson will assist with the sorting and sale of these items. Routinely proceeds would go to DFA, but a request will be made for the proceeds to remain at BHDC under Act 122.

Mr. Pickney addressed the Board regarding the hiring and termination of HDC Superintendents and presented recommended changes to DDS Board Policy 1002 (Attachment 5). After review, Mr. Laverty suggested the proposed changes be tabled as the lines of communication between the Board and Ms. Stone provide for appropriate notification. Mr. Laverty also noted such changes would require action under the Administrative Procedures Act. Ms. McCommon made a motion that Ms. Stone draft a procedure regarding Board notification to be reviewed along with Mr. Picknev's recommendations during the August meeting. Mr. Laverty seconded the motion which passed unanimously.

Ms. McCommon called for a motion for the meeting to be adjourned. Ms. Hardin made a motion for the meeting to be adjourned. Mr. Rosegrant seconded the motion which passed unanimously. The meeting adjourned at 10:30 a.m.

ATTEST:



Ms. Suzanne McCommon, Chair  
Administrative Services Subcommittee

  
Executive Secretary

Ms. Sally Hardin, Chair  
Physical Management Subcommittee

Special City Council Meeting Minutes

**September 11<sup>th</sup>, 2017**

City of Alexander, Arkansas

Call to Order

6:05 PM

Roll Call

Present: Joe Pollard, Joy Gray, Juanita Wilson, Harold Timmerman, Dan Church, Melissa Ratliff, Jeff Watson

Absent: Elizabeth Bland, Recorder Sharon Bankhead

Motions

- A) Motion to appoint Melissa Ratliff as Recorder for the September 11<sup>th</sup>, 2017 Special City Council meeting made by Dan Church.

Seconded by Jeff Watson.

Motion carried (7-1).

- B) Motion to pass "A RESOLUTION LEVYING TAX OF THREE (0.003) MILLS ON REAL AND PERSONAL PROPERTY LOCATED WITHIN THE CITY OF ALEXANDER, ARKANSAS FOR GENERAL REVENUE PURPOSE AND OTHER PURPOSES AND DECLARING AN EMERGENCY" made by Jeff Watson.

Seconded by Joe Pollard.

Motion carried (7-1).

- C) Motion to pass "Resolution to Accept Real Property Donated by the State of Arkansas, Department of Human Services" with the necessary corrections from "City Parks Department" to "General Purpose" made by Jeff Watson.

Seconded by Dan Church.

Motion carried (7-1).

- D) Motion to adjourn at 6:45 pm made by Jeff Watson.

Seconded by Joy Gray.

Motion carried (7-1).

Discussions

Mayor Paul Mitchell called a Special City Council meeting for September 11<sup>th</sup>, 2017, at 6:00 pm in Alexander City Hall to address two specific items which were listed on the agenda as "SET MILAGE RATE," AND "ACCEPT PROPERTY."

In the absence of Recorder Sharon Bankhead, a motion was made by Alderman Dan Church to appoint Alderman Melissa Ratliff as Recorder for the September 11<sup>th</sup>, 2017, Special City Council Meeting, and Alderman Jeff Watson seconded that motion. Mayor Paul Mitchell then took a vote which carried the motion 7-1.

Mayor Paul Mitchell discussed the suggestion of lowering property tax within the City of Alexander from the current five mills (0.005) to three mills (0.003). This adjustment upon real



and personal property located within the City of Alexander should be applied to the 2017 tax year, which would then be collected in 2018. Mayor Mitchell read "AN RESOLUTION LEVYING TAX OF THREE (0.003) MILLS ON REAL AND PERSONAL PROPERTY LOCATED WITHIN THE CITY OF ALEXANDER, ARKANSAS FOR GENERAL REVENUE PURPOSE AND OTHER PURPOSES AND DECLARING AN EMERGENCY" aloud to the Alexander City Council and public attendees. Alderman Jeff Watson then made a motion to pass this resolution, and Alderman Joe Pollard seconded that motion. Mayor Mitchell then took a vote which carried the motion 7-1.

Mayor Paul Mitchell then focused the discussion on the second agenda item concerning a total of 65.69 acres of real property located within the City of Alexander and owned by the State of Arkansas. A transfer of the real property from the State of Arkansas to the City of Alexander was proposed and written for record in the "Resolution to Accept Real Property Donated by the State of Arkansas, Department of Human Services." This resolution called for "THE CITY OF ALEXANDER TO ACCEPT, FOR THE PURPOSES OF MAINTENANCE BY THE CITY OF ALEXANDER, THREE PARCELS OF LAND FROM THE STATE OF ARKANSAS LOCATED ALONG STATE HIGHWAY 111 WITHIN THE CITY LIMITS OF ALEXANDER TOTALING SIXTY-FIVE POINT SIXTY-NINE (65.69) ACRES, MORE OR LESS, AND SUBJECT TO AND HONORING THE REMAINDER OF THE STATE'S LEASE WITH PATHFINDER, INC." The lease with Pathfinder, Inc., expires in 2022. Mayor Mitchell read the resolution aloud to the Alexander City Council and public attendees. Alderman Jeff Watson then made a motion to pass the "Resolution to Accept Real Property Donated by the State of Arkansas, Department of Human Services" with necessary corrections, and Alderman Dan Church seconded that motion. Mayor Mitchell then took a vote which carried the motion 7-1.

Mayor Paul Mitchell called upon the public attendees for public comment. When there were none, the September 11<sup>th</sup>, 2017, Special City Council meeting came to a close as Alderman Jeff Watson made the motion to adjourn at 6:45pm. Alderman Joy Gray seconded that motion. Mayor Paul Mitchell then took a vote which carried the motion 7-1.

  
\_\_\_\_\_  
Mayor Paul Mitchell

  
\_\_\_\_\_  
Recorder

  
\_\_\_\_\_  
Date

## **Resolution to Accept Real Property Donated by the State of Arkansas, Department of Human Services**

**Resolution No. 2017-9.11-2**

A RESOLUTION FOR THE CITY OF ALEXANDER TO ACCEPT, FOR THE PURPOSES AND MAINTENANCE BY THE CITY OF ALEXANDER, THREE PARCELS OF LAND FROM THE STATE OF ARKANSAS LOCATED ALONG STATE HIGHWAY 111 WITHIN THE CITY LIMITS OF ALEXANDER TOTALING SIXTY-FIVE POINT SIXTY-NINE (65.69) ACRES, MORE OR LESS, AND SUBJECT TO AND HONORING THE REMAINDER OF THE STATE'S LEASE WITH PATHFINDER, INC.

WHEREAS, the City Council has made a review of the proposed transfer to the City of Alexander by the State of Arkansas, Department of Human Services, of three parcels of real property submitted by the mayor; and

WHEREAS, it is the finding and conclusion of the City Council that the transfer of land to the City of Alexander, as presented, would benefit the City; and

WHEREAS, that it is right and honorable for the City to honor the present and existing lease between the State of Arkansas, Department of Human Services, and Pathfinders, Inc.,

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

Section 1. The transfer shall be accepted from the State of Arkansas to the City of Alexander per deed; that the land shall be for the purposes and maintenance of and by the City of Alexander.

Section 2. The City will fulfill and honor the conditions and limits of the existing lease between the State of Arkansas, Department of Human Services and Pathfinders, Inc. to its conclusion in year 2022; the City Council shall approve any new or continuing lease of City of Alexander property at that time.

Section 3. That deeds reflecting the transfer of the following legally described lands to the City of Alexander shall be filed with the Saline County recorder:

Southeast Quarter of the Southeast Quarter of Section 24, Township one South, Range 14, containing 40 acres, more or less;

Beginning at the Southeast Corner of Section 24, Township one South, Range 14 West, thence North along Range line 1.335 feet to point of beginning, thence North 276 feet, thence West 1.317.3 feet, thence South 299.5 feet, thence East approximately 1.315 feet to point of beginning, containing 8.69 acres more or less:

Beginning 7.5 chains south of the Northeast corner of the Southeast Quarter of Section 24, Township one South, Range 14 West, thence West 20 chains, more or less, to the West line of the Northeast Quarter of the Southeast Quarter, thence South on said West line to a point 299.5 feet North of h Southwest corner of said Northeast Quarter of the Southeast Quarter and 275feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter, thence along the East line of the Northeast Quarter of the Southeast Quarter to the point of beginning, containing 17 aces, more or less.

DATED: 9-11-2017

APPROVED: 

Mayor

ATTEST: 

City Recorder

# ALEXANDER CITY COUNCIL MEETING

February 26, 2018

6:00 P.M.

**MAYOR: Paul Mitchell**

**RECORDER: Sharon Bankhead**

Tonight's meeting was called to order at 6:04 p.m. by Mayor Mitchell followed by roll call. The following council members were present: Joe Pollard representing ward 1, Joy Gray & Juanita Wilson representing ward 2, Harold Timmerman & Dan Church representing ward 3, Melissa Ratliff & Jeff Watson representing Ward 4. The following member was absent Elizabeth Bland representative of ward 1.

## **Motion to Accept and Dispense Reading of Minutes**

A motion was made by Juanita Wilson to accept and dispense with the reading of the minutes for January 22, 2018 regular council meeting. Seconded by Jeff Watson, all members present voted in favor, none opposed motion carried 7- Yes, 1-No/Absent. Minutes signed by the Mayor and Recorder.

## **Reports**

### **Planning Committee**

Nothing to report for the Planning Commission.

### **Guest Speakers**

Rick Ferguson and Joe White representing Meadows Edge were present to answer any questions from the council. Mr. Ferguson and Mr. White present to the council pictures and a layout of the purposed development site to be built across from Meadows edge. The site will have Multi-Family apartments that will consist of two and three bedroom units. The 1<sup>st</sup> phase will consist of two to three hundred units depending on the occupancy. They are asking approval on the zoning from the council. They still have to check on the sewerage and water before considering building. The mayor and council agreed this would be good business for the city.

### **Unfinished Business**

In the council packets are copies of the Agreement for the transfer of real estate from State of Arkansas Developmental Disabilities service board to the City of Alexander, Arkansas. Also copies of two lease agreements for Pathfinders, Inc. Mayor explained that Pathfinders received another 3-year lease from the state, the original lease was to expire August 2019 the new lease will be extended until 2022. Mayor said tonight we need to get an ordinance passed accepting the property (Old Human Development Center) so that a copy of the ordinance and the minutes can be delivered over to the state. The state will then send the Deed to the City Attorney where she will get it recorded; the property will then belong to the City of Alexander. Mayor read the Ordinance # O-2018-26-02/01

AN ORDINANCE ACCEPTING REAL PROPERTY DONATED BY THE STATE OF ARKANSAS, DEPARTMENT OF HUMAN SERVICES, TRANSFER BY DEED.

Question by councilman Dan Church questioned the wording in the ordinance that stated shall. Motion by Jeff Watson seconded by Joy Gray to suspend the other two readings.

Vote taken by the mayor: Joe Pollard-Y, Joy Gray-Y, Harold Timmerman-Y, Melissa Ratliff-Y, Elizabeth Bland-N/absent, Juanita Wilson-Y, Dan Church-Y and Jeff Watson-Y. Motion carried 7-Y, 1-N.

Another motion was made by Jeff Watson and seconded by Dan Church after discussion of the Ordinance and the wording Jeff Watson rescinded his motion to pass the ordinance. Motion by Jeff Watson to pass AN ORDINANCE ACCEPTING REAL PROPERTY DONATED BY THE STATE OF ARKANSAS, DEPARTMENT OF HUMAN SERVICES, TRANSFER BY DEED with the correction made from shall approved to may approve any new or continuing lease of the city property after the expiration of the lease currently held by Pathfinders Inc. Seconded by Dan Church after council discussion a vote taken by Mayor Mitchell. Juanita Wilson-Y, Dan Church-Y, Jeff Watson-Y, Joe Pollard-Y, Joy Gray-Y, Harold Timmerman-Y, Melissa Ratliff-Y and Elizabeth Bland-N/absent. Mayor read Emergency Clause motion by Jeff Watson seconded by Joe Pollard to Pass the Ordinance with an emergency clause; roll call: Joe Pollard-Y, Joy Gray-Y, Harold Timmerman-Y, Melissa Ratliff-Y, Elizabeth Bland-N/absent, Juanita Wilson-Y, Dan Church-Y and Jeff Watson-Y motion passed 7-Yes, 1-N/absent.

Mayor said he will be coming back to the council about securing the property with fencing and gates. To keep us from being liable if someone is hurt, he will be coming back to the council with bids.

### **New Business**

Police Chief Barnett presented to the council the need for a Hummer for the police department. He stated when there is ice and snow, floods and areas of high hills. This would help the police department with wear and tear on the police cars and save the department and the taxpayers money on repairs. Chief Barnett said he found a Hummer valued at 80,000 with 544 miles at the North Little Rock federal surplus for about \$2,500.00 with a diesel motor and four wheel drive. Discussion by council a motion by Juanita Wilson seconded by Melissa Ratliff to purchase the Hummer, all in favor none opposed.

Chief Barnett presented to the council information about Delta Dental plan and vision for the city employees. After discussion by council members a motion by Juanita Wilson, seconded by Jeff Watson to approve and appropriate funds to purchase Delta Dental and Vision. All in favor motion carried Mayor stated we will look at the finances and see what we can afford then we will move forward.

A motion by Juanita Wilson to add Resolution# R.2018-2-26-01 to tonight's agenda. Seconded by Joe Pollard mayor read RESOLUTION FOR AND AUTHORIZING THE SINAGE OF ALL CHECKS FOR THE CITY OF ALEXANDER. Motion by Jeff Watson seconded by Harold Timmerman to accept resolution #R.2018-26-01 all in favor motion carried 7-Yes, 1-No/absent.

### **Announcements**

Mayor meet with a census representative about the 2020 census coming up. He stated we need an accurate count in order to qualify for turn back money. He stated we need to form a committee and the committee would be responsible for promoting information for the upcoming census. He asked if anyone would be interested to let him know in the next meeting.

### **Public Comment**

None

Motion to adjourn Jeff Watson seconded by Joy Gray all in favor time 7:07 pm

Paul Mitchell

Mayor:

Shirley Benton

Recorder:

3 / 5 / 18

Date



**AN ORDINANCE ACCEPTING REAL PROPERTY DONATED BY THE STATE OF ARKANSAS, DEPARTMENT OF HUMAN SERVICES, TRANSFER BY DEED**

**WHEREAS**, The State of Arkansas, Department of Human Service, has elected to donate three parcels of real property to the City of Alexander, real property that is located along Highway 111 within the city limits of the City of Alexander totaling sixty-five point sixty-nine (65.69) acres, more or less; and

**WHEREAS**, the City Council has reviewed said gift and proposed transfer of real property to the City; and

**WHEREAS**, the City Council finds and concludes that the accepting the donated real property would benefit the City of Alexander; and

**WHEREAS**, the City Council acknowledges there is a present and existing lease of a portion of the real property currently held by Pathfinders, Inc.; the City hereby acknowledges that it is right and honorable to honor the existing lease to its conclusion in year 2022 and states its intent to abide by the existing lease, and

**WHEREAS**, the City Council may approve any new or continuing lease of City property after the expiration of the lease currently held by Pathfinders, Inc.; and

**WHEREAS**, the City Council accepts the 65.69 acres of land on Highway 111 transferred to the City of Alexander from the State of Arkansas, Department of Human Services and the land shall be for the purposes and use of the City as it sees fit,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Alexander:

**THAT** the City of Alexander accepts the donation of the three parcels of real property to the City of Alexander, real property that is located along Highway 111 within the city limits of the City of Alexander totaling sixty-five point sixty-nine (65.69) acres, more or less; and,

**THAT** the City of Alexander shall honor the lease of a part of the donated land, currently leased to Pathfinders, Inc., until the expiration of said lease in 2022; that at the time the lease expires, the City Council may approve any new or continuing lease of City property at that time; and,

**THAT** deeds reflecting the transfer of the land to the City of Alexander shall be filed

with the Saline County recorder; and

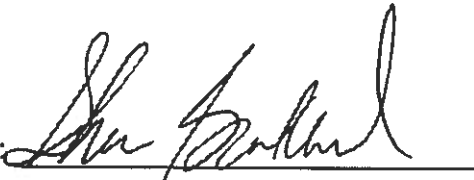
THAT legal descriptions of the lands donated are attached herein as Exhibit "A", "B", "C", & "D", and Easement Description.

### EMERGENCY CLAUSE

Due to the immediate need to accept the offer by the State of Arkansas, Department of Human Services and to accept deeds transferring the donated real property, an emergency exists, and this ordinance is necessary for acceptance of said deeds of transfer from the State of Arkansas, Department of Health; therefore, this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED and APPROVED ADOPTED this 26th day of February 2018.

ATTEST  
(SEAL)



  
Mayor Paul Mitchell

2-27-2018





**CITY of ALEXANDER**  
 General Fund Account  
 PO Box 610  
 Alexander, AR 72002-0610  
 501.455.2585

**First Security Bank**  
 5619 HWY 5 N  
 Bryant, AR 72022  
 81-153/829

4548

03/08/2018

PAY TO THE  
 ORDER OF State of Arkansas, Department of Human Services

\$ \*\*10.00

Ten and 00/100\*\*\*\*\*

DOLLARS



State of Arkansas, Department of Human Services  
 ATTN: Director  
 P.O. BOX 1437, Mail Slot N-501  
 Little Rock, AR 72201

PROTECTED AGAINST FRAUD



*Paul Mitchell*  
*Ken Jonatan Wilson*



MEMO

Per agreement dated 03/08/2018; Ordinance O-2018

⑈004548⑈ ⑆082901538⑆

0021431809⑈

ALEXANDER GENERAL FUND ACCOUNT

4548

03/08/2018

State of Arkansas, Department of Human Services

Purchase in full for 65.68 acres more or less; located

10.00

Alexander General Fund

Per agreement dated 03/08/2018; Ordinance O-2018-26-02/01

10.00

ALEXANDER GENERAL FUND ACCOUNT

4548

03/08/2018

State of Arkansas, Department of Human Services

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10.00

PAYMENT  
 RECORD

Alexander General Fund

Per agreement dated 03/08/2018; Ordinance O-2018-26-02/01

10.00

