

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN MODIFICATION TO AGREEMENT WITH AR TRISON GROUP, LLC, AR TRISON FARMS, LLC AND KAYE LYNN TANKERSLEY, INDIVIDUALLY TO EXTEND THE TIME FOR REMOVAL AND CLEANUP OF RECYCLED CONCRETE ON PROPERTY LOCATED AT 12602 FAULKNER LAKE ROAD IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, on February 2, 2017, Kaye Lynn Tankersley (“Tankersley”) submitted an Application for Special Use to the City of North Little Rock to allow for the storage, recycling, and sale of concrete rubble in an R-2 zone for property located at 12602 Faulkner Lake Road, North Little Rock, Arkansas; and

WHEREAS, on February 13, 2017, Tankersley’s application was considered by the Council and failed for lack of a second; and

WHEREAS, AR Trison Group, LLC, AR Trison Farms, LLC (collectively “Trison”) and Tankersley engaged in the storage, recycling, and sale of concrete rubble on the Property without a Special Use Permit that would permit such use of the Property in violation of the City’s zoning code; and

WHEREAS, the parties previously entered into an Agreement dated August 14, 2017, which become effective upon the approval of the Council by Resolution No. 9271 on August 28, 2017; and

WHEREAS, pursuant to the terms of the Agreement, Trison and Tankersley were permitted to sell, remove, and transport from the Property concrete rubble that had been recycled as of the date of the original Agreement in order to fulfill Trison’s contract with a contractor for the Arkansas Department of Transportation; and

WHEREAS, the Arkansas Department of Transportation has modified its contract with its contractor, extending the scope of work as well as the contract completion date until April or May, 2018; and

WHEREAS, because of the modification of the contract between the Arkansas Department of Transportation and its contractor, the contractor will require additional recycled concrete rubble to be supplied by Trison and Tankersley; and

WHEREAS, it is necessary for this additional recycled concrete rubble to be delivered to the entity with which Trison has contracted in order for the highway construction project to proceed; and

WHEREAS, it is in the best interests of the parties hereto, and for the general health, safety and welfare of the public, for Trison and Tankersley to be allowed to remove the recycled concrete rubble from the premises so that the highway construction project may proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Modification to Agreement with Trison and Tankersley (substantially similar to Exhibit A attached hereto and incorporated herein by reference) to extend the time in which Trison and Tankersley may sell and remove concrete rubble located on the subject property at 12602 Faulkner Lake Road until May 31, 2018.

SECTION 2: That after May 31, 2018, at 6:00 p.m., or upon removal and cleanup of the existing concrete rubble, whichever comes first, Trison and Tankersley will immediately cease all activities on the subject property that are not authorized to be conducted on R-2 zoned property.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Maurice Taylor

Council Member Maurice Taylor *by AF*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

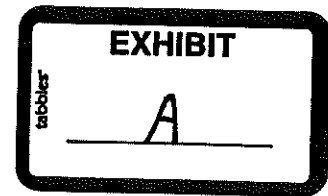
FILED 11:55 A.M. _____ P.M.

By A. Fields

DATE 11-21-17

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY S. Ussery



MODIFICATION TO AGREEMENT

This Modification to Agreement is entered into this ___ day of November, 2017, by and between the City of North Little Rock, Arkansas (the "City"); and AR Trison Group, LLC, AR Trison Farms, LLC (collectively, "Trison"), and Kaye Lynn Tankersley ("Tankersley"), all of the foregoing being collectively referred to as "the parties", said modification to become effective upon the execution of this Modification of Agreement by North Little Rock Mayor Joe A. Smith and Kaye Lynn Tankersley, individually and as the authorized agent of Trison, and upon approval and concurrence by the North Little Rock City Council ("Council").

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement dated August 14, 2017, which become effective upon the approval of the Council by Resolution No. 9271 on August 28, 2017; and

WHEREAS, pursuant to the terms of the Agreement, Trison and Tankersley were permitted to sell, remove, and transport from the Property concrete rubble that had been recycled as of the date of the original Agreement in order to fulfill Trison's contract with a contractor for the Arkansas Department of Transportation; and

WHEREAS, the Arkansas Department of Transportation has modified its contract with its contractor, extending the scope of work as well as the contract completion date until April or May, 2018; and

WHEREAS, because of the modification of the contract between the Arkansas Department of Transportation and its contractor, the contractor will require additional recycled concrete rubble to be supplied by Trison and Tankersley; and

WHEREAS, it is necessary for this additional recycled concrete rubble to be delivered to the entity with which Trison has contracted in order for the highway construction project to proceed; and

WHEREAS, it is in the best interests of the parties hereto, and for the general health, safety and welfare of the public, for Trison and Tankersley to be allowed to remove the recycled concrete rubble from the premises so that the highway construction project may proceed.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:

1. Paragraph 6 of the Agreement entered into by the parties, which is attached as Exhibit A and incorporated herein by reference, is modified to provide that it is specifically understood and agreed by Trison and Tankersley that the recycled concrete rubble may only be removed from the Property until May 31, 2018, at 6:00 p.m., at which time all removal and transportation of the recycled concrete rubble shall cease.

2. Trison's business license that it obtained from the City Clerk and Treasurer pursuant to the terms of the original Agreement expires on November 30, 2017. Trison specifically

understands and agrees that it will obtain a new business license from the City Clerk and Treasurer for the remainder of the 2017 calendar year and will renew its business for the year 2018. Trison further specifically understands and agrees that it will not engage in any removal or transportation of recycled concrete rubble without a current, valid business license.

3. Each and every obligation, term, and condition of the original Agreement that is not modified herein shall remain in full force and effect throughout the term of the Agreement, as extended by this modification.

4. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, provided that, this Modification of Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

5. This Modification of Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

6. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF NORTH LITTLE ROCK, AR
300 Main Street
North Little Rock, AR 72114

AR TRISON GROUP, LLC
AR TRISON FARMS, LLC
5840 Citation Drive
Scott, AR 72142

By _____
Joe A. Smith, Mayor

Kaye Lynn Tankersley, Authorized Agent

KAYE LYNN TANKERSLEY, INDIVIDUALLY
5840 Citation Drive
Scott, AR 72142

Kaye Lynn Tankersley

ATTEST:

Diane Whitbey, City Clerk