

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ENHANCED COMMUNITY SERVICES AGREEMENT WITH ARGENTA DOWNTOWN COUNCIL; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the “City”) has supported the development of the downtown area toward a more walkable, sustainable, and identifiable destination by assisting in the establishment, improvement, and maintenance of common green spaces, and Argenta Downtown Council (“ADC”) has assumed a lead role in ensuring the area is clean, safe and green; and

WHEREAS, business and property owners in the area formed a Business Improvement District (“BID”) to gather funding for the clean, safe and green projects performed by ADC, with the City of North Little Rock being exempt from the required BID contributions even though the City owns and controls a significant amount of real property in the downtown area; and

WHEREAS, the City of North Little Rock (“the City”) entered into an agreement with ADC (authorized by Resolution No. 8479 adopted January 27, 2014), and pursuant to the 2014 agreement ADC has performed its duties and met reporting requirements; and

WHEREAS, the City desires to continue assisting in the establishment, improvement and maintenance of common green spaces in the downtown area through formal agreement with ADC and to participate in the improvement of the downtown area with other BID members and feels it is in the best interests of the City and its residents that it enter into an agreement with ADC for the 2015 calendar year.

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 an Enhanced Community Services Agreement between the City of North Little Rock and the Argenta Downtown Council (substantially similar to Exhibit “A” attached hereto) whereby ADC will continue to provide certain services benefiting the downtown area and its development through promoting public safety, providing aesthetic improvements to public green space, management of a clean downtown area and promoting and marketing the arts and other cultural and sports related activities.

SECTION 2: That the City will make a lump sum payment to ADC in the amount of Ninety-five Thousand & 00/100 Dollars (\$95,000.00) as consideration for services provided, said amount having been included as a line item in the 2015 Budget.

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

PASSED:

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

APPROVED:

Mayor Joe A. Smith

ATTEST:

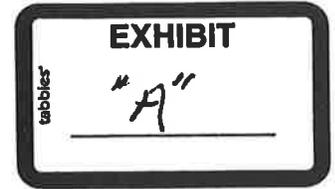
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>1127</u>	A.M.	_____	P.M.
By	<u>Deputy City Clerk</u>			
DATE	<u>1-20-15</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>W. K. [Signature]</u>			



ENHANCED COMMUNITY SERVICES AGREEMENT

Between

Argenta Downtown Council

And

City of North Little Rock, Arkansas

This Enhanced Community Services Agreement (“Agreement”) made and entered into this ____ day of January, 2015 (the “Effective Date”) by and between Argenta Downtown Council, an Arkansas non-profit corporation (the “ADC”), and the City of North Little Rock, Arkansas (the “City”).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the ADC is a community organization whose purpose and function is to further the economic development of Downtown North Little Rock, Arkansas (the “Service Area”) and its environs and to promote and assist the growth and development of business concerns, including small business concerns, in said area and to acquire, preserve and distribute information concerning business conditions and business practices for the Service Area and to do all other things necessary and incidental to carrying out any of the foregoing; and

WHEREAS, ADC has requested funding from the City for the 2015 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce (“NLR Commerce”) procedures and guidelines; and

WHEREAS, NLR Commerce has reviewed and verified that ADC has properly filed its quarterly and final performance reports for 2014 and has provided all requested documentation to the City; and

WHEREAS, in return for specific community services (the “Services”), more specifically described in Exhibit “A” attached hereto, to or for the benefit of the City’s property and surrounding areas which are shown on Exhibit “B” attached hereto, the City has entered into this Agreement to grant financial support for the Services provided by ADC.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Provision of Services. Commencing January ____, 2015 (the “Commencement Date”), ADC agrees to begin and continue to provide the Services, as described in Exhibits “A” and “B” attached hereto, throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period beginning January ____, 2015 and ending December 31, 2015.

3. Consideration by the City. As consideration for the services provided by ADC pursuant to this Agreement, the City will make a lump sum annual payment to ADC in the amount of Ninety-five Thousand & 00/100 Dollars (\$95,000.00. ADC and the City intend

for, and estimate that, the amount of the annual payment is approximately equal to the cost of the services provided to or for the benefit of the City by ADC. In the event that either ADC or the City gives a notice of termination of this Agreement pursuant to Section 9 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by ADC to equalize such cost and benefit.

4. Authority. The City represents and warrants to ADC that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. ADC represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for ADC has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

5. ADC agrees:

- (a) To comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.
- (b) That it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.
- (c) That it will not mingle City funds with funds obtained from other sources and shall document the expenditure of all City funds in a manner consistent with generally accepted accounting principles and provide the same to the City upon request.
- (d) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, ADC may contact a city purchasing officer at (501) 975-8881.)
- (e) Acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act (“FOIA”).
- (f) That it will submit quarterly reports to NLR Commerce that accurately reflects all performance under this Agreement, with a final report to be submitted no later than January ___, 2016. Failure to submit reports as provided for herein may result in termination of this Agreement pursuant to Paragraph 9 below. A representative of ADC will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.
- (g) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.

(h) To attach to this agreement evidence of nonprofit status, and if designated a nontaxable entity, attach a copy of an IRS opinion letter affirming the designation. If tax returns have been submitted, ADC will also attach a copy of the most recent tax return.

(i) To submit a budget to demonstrate the projected use of City funds.

6. Governing Law. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

7. The headings in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof.

8. This Agreement shall be binding on and for the benefit of each party's successors and assigns.

9. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice. The fee described in Section 3 shall be prorated based upon the date of termination.

10. Time is of the essence in regard to the terms and conditions of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ARGENTA DOWNTOWN COUNCIL

Address: _____
North Little Rock, AR 72114

By _____
John Crow, Chairman

CITY OF NORTH LITTLE ROCK, AR

300 Main Street
North Little Rock, AR 72114

By _____
Joe A. Smith, Mayor

Attest:

Diane Whitbey, City Clerk

City of North Little Rock

BACKGROUND INFORMATION

1. Legal Name of Organization: The Argenta Downtown Council
2. Organization's Address: 204 East 4th, NLR, AR 72114
3. Mailing Address (if different): _____
4. Telephone Number: 501-993-1234 Fax Number: NA
5. Tax I.D. Number: 26-1578900
6. Submitted By: Donna Hardcastle Title: Executive Director
7. Contact Person: Donna Hardcastle Title: Executive Director
8. Contact Person's Direct Telephone Number: 501-993-1234
9. Contact Person's Email Address: dhardcastle@argentadc.org
10. Organization's Website: www.argentadc.org
11. Provide your organization's mission and briefly describe its purpose:
 Mission Statement-The Argenta Downtown Council is committed to effectively serving its members, the City and the region. The organization is recognized as a leader, an advocate and a resource, assuring that Argenta is a safe, clean, attractive, and vital place.

 Per our contract-Our purpose is to further the economic development of downtown North Little Rock, Arkansas and its environs and to promote and assist in the growth and development of business concerns and to acquire, preserve and distribute information concerning business conditions and business practices for the service area and do all things necessary and incidental to carrying out any of the foregoing.

 We deliver on our purpose through planting and maintaining 43 flower beds and over 140 containers of flowers, provide for clean streets and sidewalks, provide safety ambassadors, provide events to attract visitors and provide marketing for our downtown businesses, nonprofits and events which occur in Argenta.

 The ADC is also supported through the Argenta Downtown Central Business Improvement District through assessments of property owners within the district.
13. Has your organization received funding from the City of North Little Rock in the past?

Yes No

14. If yes, how much funding has your organization received and for how many years?

\$95,000 in 2013, less in previous years Years: 5

15. Fill out the following tables showing revenue and expenses for your organization for the years designated. These charts **must** be completed to be considered for funding by the City. Please list name of each organization, foundation and/or grant by name.

Sources of Revenue	2014 Budgeted	2014 Actual	2015 Budgeted
City of NLR Funds	95000	95000	95000
Federal/State Funds or Grants	0	0	0
Fees for Services	450	225	450
Fundraising/Dues-Membership	6000	420	6000
Foundations	0	0	0
Investments	0	0	0
Endowments	0	0	0
Personal Donations	0	385	0
Other Sources- Grant –TBD for planting of tulips	8000	December scheduled budget	8000
Business Improvement District	85000	scheduled for Nov.	85000
Contract for Service	5000	0 (paid in 2013)	5000
Special Events	217505	83979	217505
Management fee from Argenta Arts Foundation	80400	40,200 On schedule of 6700 per month	80400
General Donations	0	8600	
TOTAL REVENUES	497355	228809	497355

Organization's Expenses	2014 All Budgeted Expenses	2014 Expenses Paid by the City if Funded	2014 Actual Expenses Paid as of June 30, 2014	2015 All Proposed Expenses	2015 Proposed Expenses Paid by the City if Funded
Salaries and Benefits	321329	85250	144787	321329	85250
Rent Costs 0 Insurance	2040	0	1338	2040	
Program Supplies	0	0		0	
Office Supplies	240	0	374	240	
Communication	204	0		204	
Professional Development/Conferences		00		0	
Telephone/Postage		0	2891	0	
Travel & Meetings	1000	0	842	1000	
Other Costs –Bank % SVC		0	959	0	
Accounting	5400	0	2450	5400	

21. If your organization receives partial or no funding from the City of North Little Rock for the proposed project/program, how will you fund the program/project?

The city funding is not for a project or program, rather it is a primary funding source for the delivery of our mission and contract and will allow us to deliver more than the basics of clean green and safe to include marketing, events and assistance to other organizations.

If there were no funding provided by the City, severe staff cuts would be made resulting in greatly reduced level of service provided to the city. Likely there would not be sufficient staff to provide marketing for the area or special events that supplement the income of the ADC. Additionally, the responsibility for the purchase and planting of the flower beds and containers would fall back to the city to fund as it did prior to our contract arrangement which started in 2009. Also, the service provided for the maintenance of the Bishop Street corridor would fall back to the city employees. The ADC would be solely dependent on income from the Business Improvement District and would deliver service based on the fee provided.

Without the current level of funding from the city, staff cuts will need to be made which will also impact the level of service delivered, details would be determined based on the level of funding provided.

22. Are there any other organizations that provide similar programs or services for the City of North Little Rock residents: no If so, what is the name of the organization(s)?

What makes your program unique? Mission & Results

We are unique in that we are a private-public partnership which includes the property owners within the Business Improvement district since they are effectively assessing themselves for the services delivered by the ADC and the City who committed their resources to the revitalization and redevelopment of the city's downtown.

North Little Rock has become the poster city for downtown redevelopment and revitalization; this has occurred based on the partnership of the property owners, the City and the ADC. We have had many organizations visit with the ADC, including the Community Development Institute of UCA, Phillip County Leadership and others to learn how we have made such a significant change in the last 7 years, the dedication of our founders, our board in partnership with our City is the answer. We would hate to see all the time and effort to make this progress stop or fall backwards.

Results; The combined efforts of the ADC and Argenta Arts Foundation have resulted in over 8000 attendees to the events we execute, utilized 260 volunteers for planting and event support, provided financial and marketing support to another 8 non-profits resulting in over 13,000 attendees and provided support in marketing and equipment loans for an additional 35 organizations and events in NLR. The ADC was recognized by the Arkansas State Tourism and awarded the Bootstrap Award for their efforts in promoting tourism.

The ADC and AAF are responsible for the creation of the Argenta Art Connection and the Arkansas Regional Innovation Hub.

23. This funding will be short-term. How will you fund this project/program without additional funding from the City?

The mission of the ADC is not short term mission, we are in for the long haul. The only way we can deliver on our mission at its current level and our commitment to the Business Improvement District is with the support of the city.

SIGNATURE OF CERTIFICATION	
I CERTIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT	
	7-22-14
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	DATE
Danna Hardcastle	dhardcastle@argentadc.org
PRINT NAME	EMAIL ADDRESS

Exhibit "A" to Enhanced Community Services Agreement

DESCRIPTION OF SERVICES

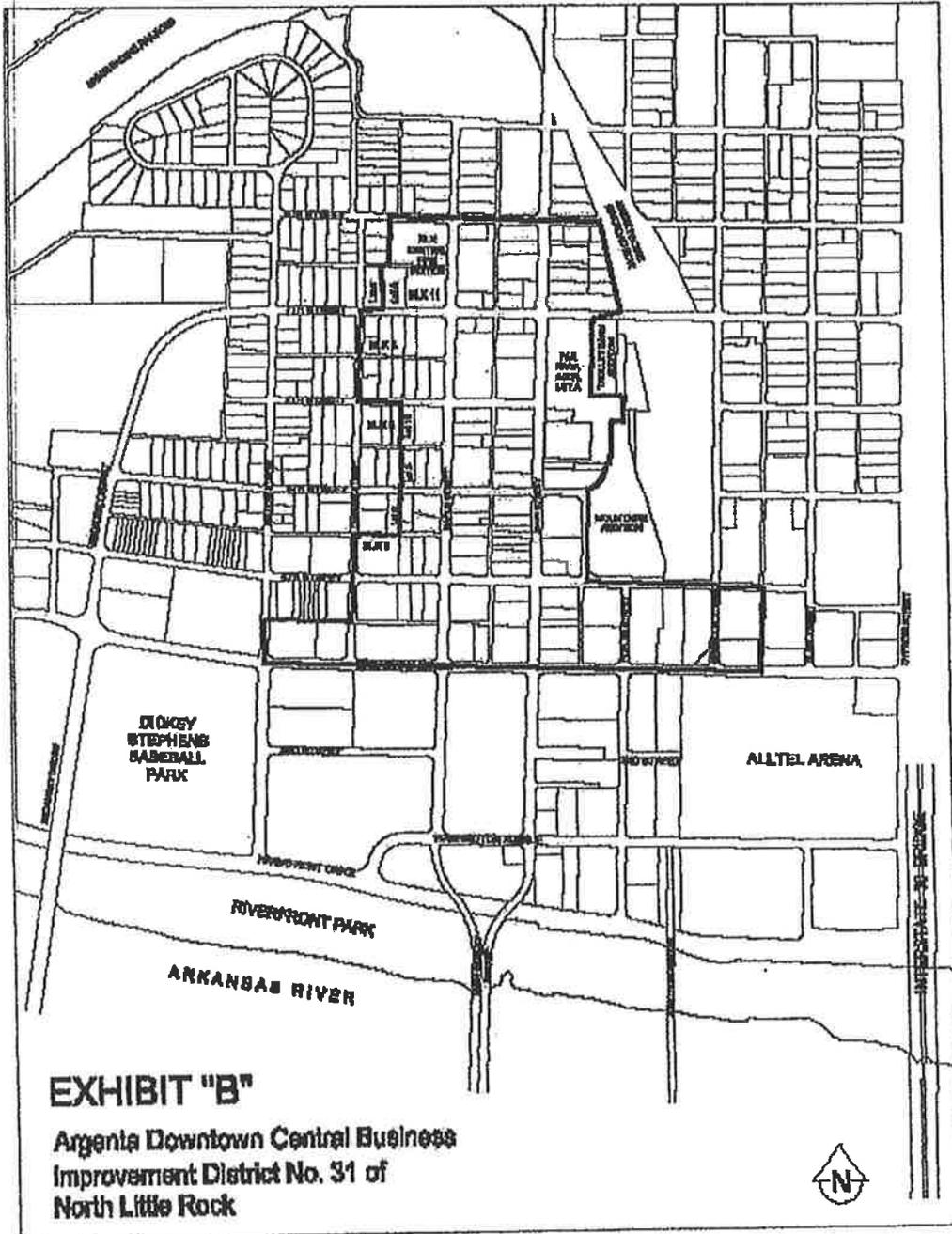
(i) **PUBLIC SAFETY:** Provide for management of a safe downtown by providing Ambassadors to patrol the Stakeholder Territory and assist area residents, business persons, customers, visitors, and others with information and supervision.

(ii) **AESTHETIC IMPROVEMENT:** Provide for management of a beautiful downtown by providing Ambassadors to plant and maintain flowerbeds, pots, hanging baskets, and other improvements including weed control and maintenance activities.

(iii) **HEALTH AND SANITATION:** Provide for management of a clean downtown by providing Ambassadors for litter removal, gum removal, sidewalk power washing, graffiti removal, cleaning of street appurtenances, and related tasks using new equipment such as sidewalk sweepers, power washers, street vacuums, and hand tools.

(iv) **PROMOTION AND MARKETING:** Provide for management to promote and market the arts such as performance, musical, literary, visual, spoken word, culinary, farmer's market and other cultural and sports related activities and venues through events and programs in the Stakeholder Territory that inspire, educate, inform, and entertain.

Exhibit "B" to Enhanced Community Services Agreement



Argenta Downtown Council

Employee List with Salary 07/22/2014

*Donna is also Director of
ARTS Foundation*

Management- Donna Hardcastle Annual Salary \$100,000

Marketing & Development- Drue Patton Annual Salary \$56,304

*Drue is also Director of
Marketing for ARTS Foundation*

Clean/Green Staff

Calvin Dean \$17.15 per hour, 42 hour week, Insurance premium included in salary)

Murphy Jackson \$ 12.00 per hour, 42 hour week, insurance paid by ADC

Safety Ambassadors

Arthur Clendening- \$11 per hour, 20 hour work week

Spriggs Edmonds- \$ 12 per hour, 20 hour work week

The cost of the ADC Management and Marketing & Development positions are supported through a management agreement with the Argenta Arts Foundation for \$ 80,400 per year.

Argenta Downtown Council - Board of Directors Roster 2014

Updated: January 4, 2013

- 1) **John Crow** – Chairman
Owner, 107 Liquor
250 West Kiehl Avenue
Sherwood, AR 72102
johncrow@yahoo.com
w-(501) 834-2134
c-(501) 247-8162
- 2) **Harry Hamlin** - Vice Chairman
Mitchell Williams Law Firm
Managing Partner
Mitchell, Williams, Selig, Gates &
Woodyard, P.L.L.C.
425 W. Capitol Ave. | Ste. 1800 |
Little Rock, AR 72201
hhamlin@mwlaw.com
MitchellWilliamsLaw.com
w-(501) 688-8868
- 3) **Holly Fish** - Secretary
EGP, PLLC, Director of Client Services
611 Main Street
North little Rock, AR 72114
hfish@egpcpas.com
w-(501) 374-2910
c-(501) 804-5450
- 4) **Kyle Pitts**- Treasurer
Ifrah Financial Services
17300 Chenal Parkway
Little Rock, AR 72223
kapfp@aol.com
w-(501) 821-7733
c-(501) 416.9971
- 5) **James Alger**
Delta Trust Investments, President
11700 Cantrell Road
Little Rock, AR 72223
jalger@delta-trust.com
w-(501) 907-2297
c-(501) 907-2294
- 6) **Jeff Baskin**
William F. Laman Public Library System, Director
2801 Orange Street
North Little Rock, AR 72114
jeff.baskin@laman.net
w-(501) 758-1720
c-(501) 590-0071
- 7) **Joseph Brajcki**
805 W 4th St
North Little Rock, AR 72114
jbrajcki@yahoo.com
c-(479) 799.9519
- 8) **Phyllis Britton**
Arkansas Times
201 East Markham, Ste. 200
Little Rock, AR 72201
phyllis@arktimes.com
w-(501)375.2985
c- (501) 258-2985
- 9) **Gary Clements**
Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, AR 72114
gary@clementsarchitects.com
h- (501) 375-3346
o- (501) 375-3380
c- (501) 837-5075

- (10) **George Collins**
Arkansas Garden Center
P.O. Box 94087
North Little Rock, AR 72190
george@argardencenter.com
w-(501) 834-4018
f-(501) 834-0024
c-(501) 960-1034
- 11) **Josh Davenport**
Contractor
3425 North Cypress,
North Little Rock, AR 72116
josh@davenportcontractinginc.com
h-o-c-501-952-0775
- 12) **Mike Davis**
Assistant Chief of Police NLRPD
200 West Pershing Boulevard 72114
Home address 5309 North Locust Street
North Little Rock, AR 72116
mike.davis@nlrpolice.org
h- (501)758-3407
w-(501) 812-2522 / 771-7101
c-(501) 351-6159
- 13) **Louis France**
Co-Owner, Reno's Argenta Café
312 Main Street
North Little Rock, AR 72114
renocafe@comcast.net
w-(501) 376-2900
c-(501) 912-0236
- 14) **John Gaudin**
Argenta Wealth Management
301 Main Street, Suite 202
North Little Rock, AR 72114
gaudinria@yahoo.com
w-(501) 225-5600
w-(501) 940-7012
- 15) **J. Fletcher Hanson**
Newmark Grubb Arkansas
Principal & CEO
301 Main Street, Suite 204,
North Little Rock, AR 72114
fhanson@ngarkansas.com
w-(501) 978-4333 ext. 2101
c-(501) 952-4975
- 16) **Bob Hardin**
Hardin and Grace, P.A.
500 Main Street, Ste. A
North Little Rock, AR 72114
bhardin@hardingrace.com
w-(501) 378-7900
c-(501) 681-4308
- 17) **Charlie Hart**
Resident
623 Orange Street
North Little Rock, AR 72114
chart88@att.net
c-501.590.9525
- 18) **Ashley Hight**
Executive Vice President
North Little Rock Chamber of Commerce
100 Main Street
P.O. Box 5288
North Little Rock, AR 72119-5288
ashley@nlrchamber.org
w-(501) 372-5959
c-(501) 352-0840
fax: (501) 372-5955

- 19) **Chris Kent**
2300 Rebsamen Park RD. E214
Little Rock AR, 72202
chris@cstonepub.com
c- (774)-482-0378
- 20) **Michelle Ketzsch**
Resident
501 Maple Street, Apt. D
North Little Rock, AR 72114
michelleketz@gmail.com
w &c-(501) 529-6330
- 21) **Tom Marr**
Federal Tax Credit Coordinator
Department of Arkansas Heritage
217 West 5th Street
North Little Rock, AR 72114
TomM@arkansasheritage.org
w-(501) 324-9347
c-(501) 454-4499
- 22) **Greg Nabholz**
Nabholz Properties, Inc.
P. O. Box 127
Conway, AR 72033
greg_nabholz@nabprop.com
w-(501) 505-5820
c-(501) 329-4468
- 23) **Larry Pennington**
Pennington Studio/Claytime Pottery
417 Main Street
North Little Rock, AR 72114
lp@aristotle.net
c-(501)944-2025
w-(501) 374-3515
- 24) **Thomas R. Pownall, P.E.**
Thomas Engineering Company
3810 Lookout Road
North Little Rock, AR 72116
thomas@thomasengineering2000.com
w-(501) 753-4463
Fax 501.753.6814
c-(501)351.6695 1
- 25) **Dr. Kathleen Rea**
Regeneration Fitness
117 East Broadway Avenue
North Little Rock, AR 72114
klrea@att.net
w-(501) 324-1414
c-(501)247-1445
- 26) **Christian Shuffield**
2600 Echo Valley Drive
Little Rock, AR 72227
shuffieldfamilyfarm@gmail.com
(501) 285-5017
- 27) **Bob Stroud**
Owner - Foundation Pro,
8719 MacArthur Drive
North Little Rock, AR 72118
rljstroud@hotmail.com
foundationproar@gmail.com
w- (501) 753-1009
c-(501) 351-4900

Ex Officio Members

Mayor Joe Smith
Todd Larson
Terry Hartwick
Marybeth Bowman

Sandra Taylor Smith
Harold Tenenbaum
Summer Toyne



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-17-2007

Employer Identification Number:
26-1578900

Form: 98-4

Number of this notice: CP 575 A

ARGENTIA DOWNTOWN COUNCIL
% G ROBERT HARDIN
500 MAIN ST STE A
N LITTLE ROCK, AR 72114

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-1578900. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments, and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If this information isn't correct as shown above, please correct it using the tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2008
Form 940	01/31/2009

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of this notice. If you need help in determining what your tax year is, see Publication 538, Accounting Periods and Methods, available at your local IRS office or you can download this publication from our website at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

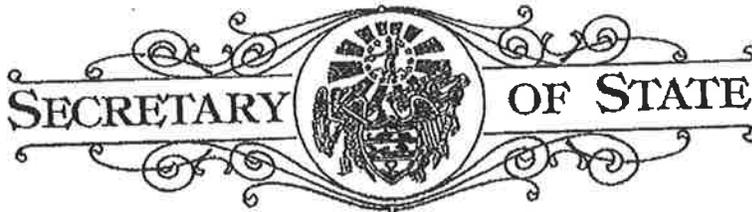
ARTICLES OF INCORPORATION OF ARGENTA DOWNTOWN COUNCIL

The undersigned, who is a citizen of the United States, being of full age and desiring that he be incorporated and a charter issued to him and his associates and successors pursuant to Act 1147 of the 1993 Arkansas General Assembly, as amended (A.C.A. §4-33-101, et seq.), known as the Arkansas Nonprofit Corporation Act of 1993 (the "Act"), does hereby certify:

1. Name. The name of the Corporation is "**ARGENTA DOWNTOWN COUNCIL**".
2. Statement of Classification. This Corporation is a Mutual Benefit Corporation.
3. Duration. The period of duration is perpetual.
4. Exempt status. The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profit of the Corporation is distributable to, or inures to the benefit of, its directors or officers except to the extent permitted under the Act. Notwithstanding any other provision of this certificate, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) (the "Code").
5. Purposes. The purposes for which the Corporation is to be formed are for purposes within the meaning of Section 501(c)(6) of the Code and in this connection to further the economic development of Downtown North Little Rock, Arkansas and its environs and to promote and assist the growth and development of business concerns, including small business concerns, in said area, and to acquire, preserve and distribute information concerning business conditions and business practices and to do all other things necessary and incident to carrying out any of the foregoing. And to these ends to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise any property, real, personal, tangible or intangible, or any undivided interest therein, without limitation as to amount or value; to sell, convey, or otherwise dispose of any such property and to invest, reinvest, or deal with the principal or the income thereof in such manner as, in the judgment of the directors, will best promote the purpose of the Corporation without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, this Articles of Incorporation, the Bylaws of the Corporation, or any laws applicable thereto. To do any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof, but not for the pecuniary profit or financial gain of its directors or officers except as permitted under the Act.
6. Powers. As means of accomplishing the foregoing non-profit purposes, the Corporation shall have the following powers:

IRS DOES NOT REQUIRE AN ORGANIZATION TO HAVE A DESIGNATION LETTER FOR A 501(c)(6) ORGANIZATION. CONTRIBUTIONS ARE NOT TAX DEDUCTIBLE.

STATE OF ARKANSAS



Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

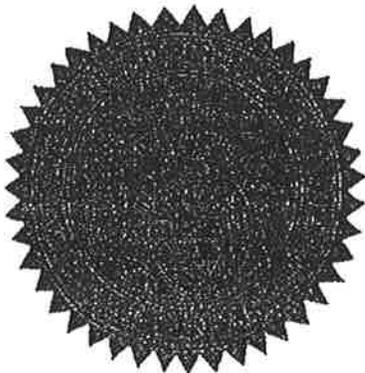
Articles of Incorporation

of

ARGENTA DOWNTOWN COUNCIL

filed in this office December 17, 2007 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.

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 17th day of December 2007.



Charlie Daniels

Secretary of State

(a) To accept, acquire, receive, take and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree or otherwise, for any of its objects and purposes, any property, both real and personal, of whatever kind, nature or description, and wherever situated.

(b) To sell, exchange, convey, mortgage, lease, donate, transfer or otherwise dispose of, any such property, both real and personal, subject to such limitations as may be prescribed by law.

(c) To borrow money, and from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the Corporation for any of the purposes of the Corporation and to secure the payments of any such obligation by mortgage, pledge, deed or other instrument.

(d) To own franchises and hold permits of every kind and character, and to do any and all acts or things permitted under §4-33-302 of Arkansas Code of 1987 Annotated, and to exercise such other powers which are now or hereafter may be conferred by law upon a corporation organized for the purposes hereinabove set forth; or necessary or incidental to the powers so conferred, or conducive to the attainment of the purposes of the Corporation.

(e) This Corporation shall not authorize or issue any capital stock, being a non-profit corporation, and shall have such officers and directors subject to these Articles as may be provided for in the By-Laws.

7. Membership. This Corporation shall have members according to guidelines established by the Directors and the By-Laws.

8. Income and distribution. No part of the income of the Corporation shall inure to the benefit of any member, trustee, director, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

9. Initial Registered Office and Initial Registered Agent. The address of the Corporation's initial registered office is 500 Main Street, Suite A, North Little Rock, Arkansas 72114. The name of its initial registered agent at such address is John Gaudin.

10. Incorporator. The name, places of residence and post office of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
John Gaudin	401 Main Street, Suite 200 North Little Rock, AR 72114

11. Initial Directors. The names and addresses of those persons who are to act as directors until the election of their successors, and who shall be subject to all of the provisions of the aforementioned Act relating to directors; and who shall constitute the number of directors of the Corporation until changed by the By-Laws are:

<u>Name</u>	<u>Address</u>
John Gaudin	401 Main Street, Suite 200 North Little Rock, AR 72114
Jason Fallis	301 Main Street, Suite 200 North Little Rock, AR 72114
G. Robert Hardin	500 Main Street, Suite A North Little Rock, AR 72114
John Crow	409 West Fifth Street North Little Rock, AR 72114
Harold Tenenbaum	301 Main Street North Little Rock, AR 72114
Greg Nabholz	301 Main Street North Little Rock, AR 72114
Tom Marr	217 West Fifth Street North Little Rock, AR 72114
Scott Miller	214 West Fifth Street North Little Rock, AR 72114
Larry Pennington	419 Main Street North Little Rock, AR 72114
Kelly Conley	One Riverfront Place North Little Rock, AR 72114
Donna Hardcastle	2716 Lakewood Village North Little Rock, AR 72116
Jim Jackson	58 Carmel Drive Little Rock, AR 72212
Brian Converse	115 East Broadway North Little Rock, AR 72114

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of December,
2007.

INCORPORATOR:



John Gaudin