



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, October 13, 2020

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-20:093](#) Minutes for the Finance Committee meeting on September 29, 2020.

Attachments: [MINUTES](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-20:042](#) AN ORDINANCE TO WAIVE BIDS AND PURCHASE IWORKQ SYSTEMS AND
AVOLVE SAAS SOLUTION BY THE PLANNING DEPARTMENT

Sponsors: Planning

Attachments: [Avolve SaaS Agreement Exhibit 2 SOW - City of Jonesboro, AR 2020-10-07 \(de](#)
[iWorQ Jonesboro Agreement PWCD 10022020](#)
[iWorQ Sole-Source Letter Jonesboro](#)
[Jonesboro, AR - PNow Budgetary Pricing 2020-10-08 \(delivered\) v2](#)

RESOLUTIONS TO BE INTRODUCED

[RES-20:162](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL
01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT
WHITAKER

Sponsors: Code Enforcement and Finance

Attachments: [816 Hoover](#)

[RES-20:163](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1014 S.
CULBERHOUSE, PARCEL 01-144192-21300, JONESBORO, ARKANSAS 72401,
OWNED BY CHARLES NOELL JR.

Sponsors: Code Enforcement and Finance

Attachments: [1014 S. Culberhouse](#)

RES-20:164 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1020 HOPE, PARCEL 01-144173-04400, JONESBORO, ARKANSAS 72401, OWNED BY GARY TOOMBS

Sponsors: Code Enforcement and Finance

Attachments: [1020 Hope](#)

RES-20:165 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1302 RAINS, PARCEL 01-144191-30600, JONESBORO, ARKANSAS 72401, OWNED BY JANICE MOORE

Sponsors: Code Enforcement and Finance

Attachments: [1302 Rains](#)

RES-20:166 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2009 CLARK, PARCEL 01-144272-07800, JONESBORO, ARKANSAS 72401, OWNED BY ANN HOUSE

Sponsors: Code Enforcement and Finance

Attachments: [2009 Clark](#)

RES-20:167 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2229 S. CARAWAY, PARCEL 01-144291-05000, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION

Sponsors: Code Enforcement and Finance

Attachments: [2229 S. Caraway](#)

RES-20:168 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, PARCEL 01-144272-24200, JONESBORO, ARKANSAS 72401, OWNED BY KENNETH & DENA BRADWAY

Sponsors: Code Enforcement and Finance

Attachments: [2501 Mary Jane](#)

RES-20:169 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2507 BROOKE MCQUEEN, PARCEL 01-144333-08800, JONESBORO, ARKANSAS 72404, OWNED BY KYLE D. HALL

Sponsors: Code Enforcement and Finance

Attachments: [2507 Brooke McQueen](#)

RES-20:170 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2700 SOUTHWEST SQUARE, PARCEL 01-144302-31700, JONESBORO, ARKANSAS 72401, OWNED BY

SULLIVAN INVESTMENT PROPERTY LLC

Sponsors: Code Enforcement and Finance

Attachments: [2700 Southwest Square](#)

RES-20:171 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2714 W. MATTHEWS, PARCEL 01-143143-00400, JONESBORO, ARKANSAS 72401, OWNED BY WILLIAM HAL FEILD

Sponsors: Code Enforcement and Finance

Attachments: [2714 W. Matthews](#)

RES-20:172 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN

Sponsors: Code Enforcement and Finance

Attachments: [500 Allen](#)

RES-20:173 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1660 N. CHURCH, PARCEL 01-144071-00900, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION

Sponsors: Code Enforcement and Finance

Attachments: [1660 N. Church](#)

RES-20:174 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 719 W. MONROE, PARCEL 01-143134-18400, JONESBORO, ARKANSAS 72401, OWNED BY DALTON MASHBURN

Sponsors: Code Enforcement and Finance

Attachments: [719 W. Monroe](#)

RES-20:175 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREFIGHTERS PENSION PLANS

Sponsors: Finance

RES-20:176 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Finance

RES-20:177 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Sponsors: Finance

RES-20:178 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO RECEIVE GRANT FUNDING OF \$2,664,809 FROM THE CORONAVIRUS RELIEF FUND

Sponsors: Grants, Finance and Mayor's Office

Attachments: [Coronavirus Relief Fund Program Sub-Recipient Agreement](#)
[Cares Act Exec Certification](#)

RES-20:179 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK INTO AN AGREEMENT WITH UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR A \$2,000,000 GRANT AWARD

Sponsors: Grants, Engineering, Finance and Mayor's Office

Attachments: [EDA Grant, RD Award Letter City of Jonesboro 08-01-05393](#)
[EDA Grant, CD-450 City of Jonesboro 08-01-05393_RD Signed](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-20:093 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/1/2020 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on September 29, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [MINUTES](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on September 29, 2020.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, September 29, 2020

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Joe Hafner

3. Approval of minutes

[MIN-20:084](#)

Minutes for the Finance Committee meeting on August 25, 2020.

Attachments: [MINUTES](#)

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

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and LJ Bryant

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-20:038](#)

AN ORDINANCE TO PROVIDE FOR CITY ATTORNEY RETIREMENT BENEFITS

Sponsors: Mayor's Office

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

Aye: 5 - Charles Coleman; Ann Williams; John Street; David McClain and LJ Bryant

[ORD-20:039](#)

AN ORDINANCE TO PROVIDE FOR RETIREMENT BENEFITS FOR ELECTED OFFICIALS

Sponsors: Mayor's Office

A motion was made by Councilperson David McClain, seconded by Councilperson John Street, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

RESOLUTIONS TO BE INTRODUCED

[RES-20:141](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 317 NORTH SECOND STREET, PARCEL 01-144182-17500, JONESBORO, ARKANSAS 72401, OWNED BY MARSHALL MOONEY

Sponsors: Code Enforcement and Finance

Attachments: [317 N. Second](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:142](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 409 NORTH FISHER, PARCEL 01-144181-10500, JONESBORO, ARKANSAS 72401, OWNED BY JOSHUA GAMBILL.

Sponsors: Code Enforcement and Finance

Attachments: [409 Fisher](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:143](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN

Sponsors: Code Enforcement and Finance

Attachments: [500 Allen](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:144](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER

Sponsors: Code Enforcement and Finance

Attachments: [816 Hoover](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:145](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1100 E. WASHINGTON, PARCEL 01-144173-13000, JONESBORO, ARKANSAS 72401, OWNED BY DOROTHY HESTER

Sponsors: Code Enforcement and Finance

Attachments: [1100 E. Washington](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:146](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2203 GLENWOOD, PARCEL 01-144302-17900, JONESBORO, ARKANSAS 72401, OWNED BY ERIC GRIGGS

Sponsors: Code Enforcement and Finance

Attachments: [2203 Glennwood](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:147](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, PARCEL 01-144272-24200, JONESBORO, ARKANSAS 72401, OWNED BY KENNETH & DENA BRADWAY

Sponsors: Code Enforcement and Finance

Attachments: [2501 Mary Jane](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:148](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3519 E. NETTLETON, PARCEL 01-144213-00100, JONESBORO, ARKANSAS 72401, OWNED BY

HAGGENMACHER BETTY ANN IRREVOCABLE TRUST

Sponsors: Code Enforcement and Finance

Attachments: [3519 E. Nettleton](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:149](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3806 SCHOOL ST, PARCEL 01-144272-16500, JONESBORO, ARKANSAS 72401, OWNED BY MELVIN & PAULETTE WESSELL

Sponsors: Code Enforcement and Finance

Attachments: [3806 School](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:150](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3809 GRIFFIN, PARCEL 01-144272-16400, JONESBORO, ARKANSAS 72401, OWNED BY M&M GLOBAL ENTERPRISES LLC

Sponsors: Code Enforcement and Finance

Attachments: [3809 Griffin](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:151](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4304 RACE, PARCEL 01-144271-19900, JONESBORO, ARKANSAS 72401, OWNED BY CHARLES CONYERS

Sponsors: Code Enforcement and Finance

Attachments: [4304 Race](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:152](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 202 LAMESA, PARCEL 01-143103-02600, JONESBORO, ARKANSAS 72401, OWNED BY STEPHEN GILLIAM

Sponsors: Code Enforcement and Finance

Attachments: [202 Lamesa](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:153](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 309 SECOND STREET, PARCEL 01-144182-17700, JONESBORO, ARKANSAS 72401, OWNED BY JOHNNY MEADOWS

Sponsors: Code Enforcement and Finance

Attachments: [309 Second](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:154](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT TO PROCEED WITH THE DELTA REGIONAL AUTHORITY (DRA) FOR FUNDS FOR THE "TECHNOLOGY PARK OPPORTUNITY ZONE LEAD RAIL EXPANSION PROJECT"

Sponsors: Grants and Engineering

Attachments: [DRA Award Agreement](#)
[DRA Grant Agreement](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:155](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE NATIONAL HISTORICAL PUBLICATIONS AND RECORDS COMMISSION, ACCESS TO HISTORICAL RECORDS; ARCHIVAL PROJECTS GRANT

Sponsors: Grants

Councilmember David McClain asked, what is the significance of this resolution? Brandon Shrader, Supervisor of Urban Parks and Cemeteries for the City of Jonesboro said, the grant would allow us to take some of our older burial records from the Knights of Pythia's Cemetery, and convert those to a digital platform for easier online search access for the public, and the staff. Mr. Shrader went on to explain the history behind

the Knights of Pythia's chapters that came to be in the State of Arkansas. The Knights of Pythias Cemetery was founded in the City of Jonesboro in 1901 and is the oldest known African American Cemetery in the city. Parks Director Danny Kapales said this came about when Mr. Shrader contacted a Professor at the University of Cincinnati to see if they would be interested in helping with the project. Arkansas State University will help guide this effort in historical data research as well, not only for the Knight of Pythias but for all of the cemeteries that the City of Jonesboro owns.

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:156](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS, INC TO UTILIZE 2ND FLOOR OFFICE SPACE IN THE MUNICIPAL CENTER

Sponsors: Mayor's Office and Finance

Attachments: [CUSI Lease Agreement](#)
[email from mdowning 9292020](#)

Chairman Joe Hafner stated that an updated lease agreement was received today regarding the CUSI lease of the second floor of the Municipal Building. The change in the lease agreement would be that they would give a twelve month notice in case they needed to vacate the space for social distance purposes. City Attorney Carol Duncan said that she did review that and she was fine with the change in the lease agreement. For clarification it just gave CUSI a twelve month opt-out and did not change anything else in the lease. Chairman Joe Hafner said this is in the amount of \$9,568 a month. Councilmember John Street did ask City Attorney Carol Duncan just for clarification purposes, you are okay with the lease? City Attorney Carol Duncan said, yes.

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:157](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAMS (OJP), UNITED STATES DEPARTMENT OF JUSTICE (DOJ), JAG LOCAL FUNDS

Sponsors: Grants, Police Department and Finance

Attachments: [JAG Local Grant notice and agreement](#)

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-20:158](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE SUNDERLAND FOUNDATION FOR A DONATION TOWARD CONSTRUCTION OF THE VETERANS VILLAGE OUTREACH CENTER

Sponsors: Grants, Mayor's Office and Finance

Attachments: [Sunderland Foundation Grant for the Veterans Village Business & Community Press Release - Sunderland Foundation \(002\)](#)

Councilmember David McClain asked if this would name the Outreach Center. Community Development Director, Regina Burkett said, no, this is just a donation.

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

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

5. Pending Items

6. Other Business

Chairman Joe Hafner gave an update on the sales tax results for September. The combined city, and county sales tax was \$3,159,405, which is \$361,320, or 12.9% more than September of 2019, and about 13% more than budgeted for 2020 year to date. Year to date for 2020 is \$1.4 million or 5.7% more than 2019 year to date and \$1.3 million or 5% more than budget. The on-line sales tax continues to have a very positive impact on our sales tax. We get about 70% of what the county receives for e-commerce tax, and for June through September the amount of e-commerce sales tax was \$541,255, which is about \$139,000 than that same time period in 2019. We have really been surprised at how sales taxes has performed since the tornado.

Councilmember Dr. Charles Coleman talked about the beautification clean-up that will take place this Saturday, October 3, 2020. There may be some alternative solutions to help the disabled/handicap individuals with getting their items curbside for pick-up. Those individuals will have to have a written statement proving their handicap. There will be another beautification clean-up date set for October 10, 2020. That will take place in the Scenic Hills area of the city.

Councilmember Dr. Charles Coleman explained that October 6, 2020 is National Night Out for the City of Jonesboro. The event will be held at University of Lions Park, because of the COVID Pandemic this will be a drive-through event. Information packets will be given out from different businesses in the city. The event will start at 4:00 p.m. and go through 7:00 p.m., City Attorney Carol Duncan asked Chairman Joe Hafner to remind everyone that the meetings that are scheduled for Tuesday, October 6th have been moved to Thursday, October 8th.

7. Public Comments

Chief of Staff Mike Downing explained that there will also be a Nominating and Rules Meeting called for Thursday, October the 8th. Mr. Downing also said that it has been the custom for Council to move the meeting that will be held on election night to the next Thursday after the election. So, November 3rd meetings will be going to November 5th.

Chief of Staff Mike Downing explained that we have reached the six month mark on the tornado. Having driven around town and looked at where we are on the recovery from

the tornado, there are properties that have done a lot of good work in their clean-up efforts. But, there is still a lot of properties that have not begun clean-up efforts, there are still a number of properties that have not applied for permits. I would like to have the advice of the council/committee members on something that the Administrative Staff have been talking about. We waived the permit fees for tornado victims up to this point. We are suggesting as of November 1, 2020 that we will go back to imposing the normal permit fees. We also think that we should notify property owners that have not applied for a building permit that had that kind of damage, informing them that they need to get a building permit by January 1, 2021. The property that I drove by today is in horrible condition and poses a blight impact to the adjacent property, and is a danger to the citizens that live in that neighborhood.

Councilmember Dr. Charles Coleman asked about properties that are on Redwolf Boulevard, he said there are a couple of places over there that really look bad. Have those property owners been notified? Chief of Staff Mike Downing said, I don't know if they have been notified, we haven't gotten to that point. I guess what I am suggesting is that we begin that notification process. We don't want to seem like we are prematurely notifying people that have been effected by a natural disaster, on the other hand it has been six months and there are several properties that are dangerous and it needs to be addressed.

Chairman Joe Hafner said that he understands, and he has had citizens reach out to him concerned over some properties that were next door to them that still have not begun clean-up efforts. I feel that notification does need to start, but in a compassionate way. If there is a hardship that is keeping someone from applying for a building permit then we should have measures in place to consider the hardship reasons. Councilmember Dr. Charles Coleman said, how does a business like Cheddar's have a hardship when they are a national chain? Councilmember Joe Hafner said I am not necessarily talking about a business. Councilmember David McClain said maybe like a residential place. I know my neighbor is going back and forth with their insurance company.

City Attorney Carol Duncan said, we have those things built in on our Boarding ordinance. So, I think we could follow a similar procedure to boarding and tarping ordinance, and say the Building Inspector has the ability to grant more time that is still having trouble with things like insurance. Councilmember Coleman said I can understand that as well for residential areas. But a commercial business or industry should notify us of the issue they may be having. I do not think it is in-proper for us to start notifying citizens of our concerns. It is our obligation to the City of Jonesboro to make sure we are doing everything we can to keep the citizens updated and informed on this issue. Chairman Hafner said, I agree.

Chief of Staff Mike Downing said, to summarize, here is what I am proposing, and if you think it is appropriate I can bring a resolution to the Public Works Committee on October 8th. I don't know that I have to do a resolution but, in order to make sure that both the council and the public are informed I am thinking it might be best to do it. So, November 1st we will start imposing the normal permit fees, in mid-October we would notify property owners that have not yet applied for a building permit that they will need to do so by January 1st, unless they can document an acceptable reason of why they can't, otherwise we will start the boarding ordinance or condemnation process depending on the circumstances. For property owners that have debris they will have to adequately clean it by January 1st, or we will clean it and then impose the leans on it just like the ones you've heard tonight. Those are the things that we would start implementing in mid-October.

Councilmember John Street asked if that would apply to the Turtle Creek Mall as well. I get all kinds of questions from citizens about why aren't we doing something with the mall area. It is not doing anything to promote business around it. Has anybody heard any reasonable excuse on why the mall has not at least gone in there and started tearing out the damaged area? Chief of Staff Mike Downing said that he did talk with the mall owners a week or so ago, and they are still negotiating with their Insurance Company, and their lease holders. Some have went bankrupt like JC Penney. JC Penney was actually bought out by the mall owners, Brookfield Properties. There are several companies that are considering alternative plans. The mall is a little bit of a different story because they own the property within the mall, speculation is that they may re-configure it but nothing has been permanently set. Councilmember Street said he understands, and as long as we can make as much information publicly known it is better to do so. The citizens are curious and want to know what we are doing to help move that process forward in the mall area.

Councilmember Dr. Charles Coleman said that he thinks we need to bring it to the Public Works Committee along with the resolution if it is okay with Councilmember John Street. Councilmember John Street said, that would be fine. Councilmember David McClain asked if it needed to go to Public Safety or Public Works. City Attorney Carol Duncan asked where we send condemnations. Councilmember McClain said Public Safety. Attorney Duncan said, I would send it to the same committee that we send condemnations to, that way we are consistent. That has been something that has been coming up recently. City Attorney Carol Duncan said, I have told Councilmember McClain that I would like for us to work on some guidelines so everybody is clear on what goes to what committee. But, I would just send this to which ever one makes decisions on building and safety. Councilmember Coleman said I agree with that.

Councilmember Dr. Charles Coleman explained that he had already talked to Chief of Staff Mike Downing about this. Beverly Parker and the rest of the Beautification Committee are coming up with some great ideas to continue to help keep the community clean-up going. I think there should be some kind of fund available for that committee to purchase clean-up items, such as trash-grabbers and gloves. I just think it is kind of strange to have a Beautification Committee and not have some sort of fund to help in purchasing essential items. I would like for Mr. Downing to look into that and talk with the Mayor about it.

8. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson David McClain, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-20:042	Version:	1	Name:	AN ORDINANCE TO WAIVE BIDS AND PURCHASE IWORKQ SYSTEMS AND AVOLVE SAAS SOLUTION BY THE PLANNING DEPARTMENT
Type:	Ordinance	Status:			To Be Introduced
File created:	10/8/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO WAIVE BIDS AND PURCHASE IWORKQ SYSTEMS AND AVOLVE SAAS SOLUTION BY THE PLANNING DEPARTMENT				
Sponsors:	Planning				
Indexes:	Contract, Waive competitive bidding				
Code sections:					
Attachments:	Avolve SaaS Agreement Exhibit 2 SOW - City of Jonesboro, AR 2020-10-07 (delivered) iWorQ Jonesboro Agreement PWCD 10022020 iWorQ Sole-Source Letter Jonesboro Jonesboro, AR - PNow Budgetary Pricing 2020-10-08 (delivered) v2				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE BIDS AND PURCHASE IWORKQ SYSTEMS AND AVOLVE SAAS SOLUTION BY THE PLANNING DEPARTMENT

WHEREAS, the city is in need of enhancing the plan review process, permit tracking, code enforcement data, fire inspection data, stormwater permit tracking and other information by several city departments; and,

WHEREAS, the price for the purchase of software for permit management, code enforcement, fire inspection management, stormwater permit management, capital asset management, and TextMyGov from iWorkQ Systems is a one-time cost of \$27,000, and the annual recurring support costs is \$45,500 for a total of \$72,500; and,

WHEREAS, the purchase of the IWorkQ software will replace the functions of a software system that the Engineering Department has previously purchased which will save \$25,000 per year starting in 2021; and
WHEREAS, the price for the purchase of plan review software “PaperlessNow SaaS” from Avolve Software is a one-time cost of \$35,250 and no annual recurring support costs.

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

Section 1: The Mayor and City Clerk may execute agreements to purchase the referenced software and related training.

Section 2: The sum of \$107,750 will be paid from the 2020 budget of the Planning Department.

Section 2: That the City Council, in accord with the terms of A.C.A. Section 14-58-303, states that bidding in this matter is not practical since it is a uniquely designed platform and hereby waives the requirement of

competitive bidding.



AVOLVE SOFTWARE CORPORATION Software as a Services Agreement

This agreement ("Agreement") is made this _____ ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and City of Jonesboro, AR ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training.

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.

- a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
- b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in

its sole discretion, modify the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (x) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.
- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements

of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.

- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
 - 1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC")) (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third-party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third-party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third-party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD-PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 - 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://docs.microsoft.com/en-us/partner-center/agreements>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement") , (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at <https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit

Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and usernames to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or username. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and usernames. Avolve will act as though any electronic communications it receives under such passwords, usernames, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, usernames, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.
- l. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or

corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

- m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

- 2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, at Customer's cost, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term "Data Security Breach" shall mean any of the following occurring in connection with Customer Data in connection with Customer's and its Users' authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A (3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. "Customer Data" refers to the data provided by the Customer that resides in the Customer's Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor's hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer's right to use the Avolve SAAS Solution for any reason other than Customer's uncured material breach, for the first thirty (30) calendar days following termination or expiration, Customer may request in writing that Avolve provide a copy of Customer's then-current Customer Data and, for no additional cost, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After this time period has expired, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve's audit shall be paid by Customer if the audit results indicate usage in excess of the authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. Fees.

- a. Implementation SOW and Additional Storage Fees. The Implementation SOW includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services, which, unless set forth otherwise in the Implementation SOW, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
- b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
- c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes (“Tax(es)”) now or hereafter levied, all of which shall be for Customer’s account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, Customer shall reimburse Avolve for such amounts.
3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Except as otherwise provided in any SOW, UPON THE EXPIRATION OF THE INITIAL TERM, THE SUBSCRIPTION TERM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS EACH EQUAL TO TWELVE (12) MONTHS, AT AVOLVE’S THEN CURRENT FEES FOR CUSTOMER’S THEN CURRENT USAGE, UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION C(3). Avolve will provide notice of non-renewal or a notice of the fees due for each Renewal Term at least sixty (60) days prior to the commencement of the Renewal Term. If a notice of fees is provided, it will be in the form of an invoice. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. Customer may elect not to renew a Subscription Term by providing notice to Avolve at least thirty (30) days prior to the commencement of the Renewal Term.
4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure

such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement.

5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement of other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

- b. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. Except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to Section C (7) (a), Avolve's aggregate, cumulative liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees received by Avolve under this Agreement (which fees may have been received by Avolve from Financing Company or directly from Customer). Such fees reflect and are set in reliance upon this limitation of liability. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

- 9. Notices: Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:



If to Avolve:
Mr. Jay Mayne

CFO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:
Customer Contact Name
Title
City of Jonesboro, AR
300 South Church
Jonesboro, AR 72401

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile.
11. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder.
12. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
13. Assignment. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
14. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.
15. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
16. Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW. Notwithstanding the foregoing, if any part of the Avolve Support SLA or SOW expressly states that it shall control over the Agreement, it shall so control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

City of Jonesboro, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA) SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve’s current support process and service level commitments (“Support”) are defined below.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledgebase are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours. Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly</p>

Severity Level	Definition	Response Time	Resolution Commitment
			addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.</p>
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted, and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve's support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the “Unsupported Issues”).

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/modification, policies and/or procedures.
- Problems caused by Customer’s custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer’s Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer’s network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer’s Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve’s then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer’s Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve’s providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve’s technical support personnel reasonable, remote access capabilities into Customer’s systems. Upon Avolve’s request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment



Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution Available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;
- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;

- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts.
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.

EXHIBIT 2 – Form of Implementation SOW



Electronic Document Management & Collaboration Solution

City of Jonesboro, AR
("Customer")
Proposed Statement of Work
September 29, 2020



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252

Phone: 602.714.9774 www.avolvesoftware.com

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Setup** of a **Production and Test Environment** and the implementation of **One (1)** Best in Class **Building** plan review process. The goal is to implement **ProjectDox**, **Online Applicant Services (OAS)** and an **Advanced** permitting system integration for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Setup

Offsite | Remote

Setup of a single environment for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan and communication plan are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **Software Acceptance Date**.

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the City to perform an initial onboarding for the application with the project team and gather configuration requirements to complete the design for the Best in Class (BIC) Building Combo workflow process. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance services afforded the project may be leveraged for work identified as outside the scope of the project.

- ProjectDox Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for iWorQ Systems includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed
 - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.

- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Offsite | Remote

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions, functional system and integration testing on the application, workflow, and overall process before meeting with the customer to conduct a review of the designed process and the start of UAT. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured working ProjectDox and OAS applications
 - Three (3) OAS forms: (1) Paper to Electronic, (2) Base, (3) Advanced
 - One Advanced Widget Validation
 - No payment processor integration
 - One Building workflow
 - Advanced Integration

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting consists of two sprints for testing each lasting 5 business days that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide application training in advance of UAT and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any identified issues in the Tracking Log document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

During this phase the production environment will be setup. Upon approval of the user acceptance tested application the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

1 Person | Onsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **12** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Community Outreach (TES-OUT). This demonstration/lecture session is targeted for the design community and is intended to be conducted for larger audiences (25+) to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased

Quantity	Course Name	Est. Length
1	Introduction to ProjectDox	3 hrs.
1	Workflow & Markup for Plan Reviewers	6 hrs.
1	Workflow and Project Administration for Coordinators	8 hrs.
1	System Administration	4 hrs.
1	Community Outreach	1-2 hrs.

Launch/Project Close Out

1 Person |Offsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5-business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members



over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by the Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.
4. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the System Implementation Guides (standard end user document(s) that accompany each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.
5. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 359 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
6. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
7. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
8. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
9. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.
10. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
11. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.



12. Work will not begin until an executed copy of all paperwork is complete. Work will begin as soon as possible at which Avolve resources and Customer resources are available or as otherwise agreed to.
13. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
14. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
15. All training classes unless otherwise noted are limited to 12 persons maximum per class

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design.*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$7,500.00 and will be invoiced to customer as incurred. Due to COVID-19 restrictions, Avolve employee travel is not currently permitted. However, as the situation changes and travel is again permitted, the Avolve Project Manager assigned to City will work with the City Project Manager to evaluate travel options.

PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

This is a preliminary deliverable and payment schedule that is subject to change based on discussions to occur post the kick-off of the project, provided that both the City and Avolve Software agree to the new terms in writing.

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MSO	Contract Execution	First Year SaaS costs / On Premise Software	Contract Signature	100%
MSO	Contract Execution	20% Services	Contract Signature	20%
MS1	Project Kickoff	Project kick off meeting complete and initial environment installed	<ul style="list-style-type: none"> Project Kick Off Meeting Conducted Project team can log into installed environment Sign Off Acceptance 	5%
MS2	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Building Process	<ul style="list-style-type: none"> Delivered CRD Sign off Acceptance Document 	20%
MS3	Deliver functional ProjectDox application for Building Process	Deliver and review the design as defined in the CRD document.	<ul style="list-style-type: none"> UAT scheduled for Process 1 Sign off Acceptance Document 	15%
MS3	Design and Deliver functional OAS application forms	Design and deliver OAS application forms as specified in sales order.	<ul style="list-style-type: none"> Application forms delivered Sign off Acceptance Document 	15%
MS4	User Acceptance Test	User Acceptance Testing for Building Process Complete Delivered Second Environment	<ul style="list-style-type: none"> User Acceptance Testing confirms requirement as agreed to in the CRD Sign Off Acceptance Document 	10%
MS5	Training	Conduct End User Training Conduct Administration Training	Sign Off Acceptance	10%
MS6	Training	Conduct Rollout Training	Sign Off Acceptance	5%
MS7	Launch/Go-Live	Building Review process general availability launch	Process is launched	0%
MS12	Assurance Services		Per Signed Agreement/Change Order	As Used
Total Services				100%

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

AUTHORIZED SIGNATURES

Avolve Software Corporation

By: _____

Name: _____

Title: _____

Date: _____

City of Jonesboro, AR


By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: CHANGE REQUEST FORM



Avolve Software Change Request Form
City of Somewhere

/

GENERAL INFORMATION					
Change Request # (CR)					
Project/City/County					
Requestor Name					
Description of Change	<i>[Enter a detailed description of the change being requested]</i>				
Date Submitted					
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High	<input type="checkbox"/> Required	
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>				
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>				
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>				
Comments/Considerations	<i>[Enter additional comments]</i>				
Attachments/References					

ESTIMATES		
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>
Comments/Recommendations		
PM Approval Signature		
Date Signed		
IDS Approval Signature		
Date Signed		

CITY OF SOMEWHERE AUTHORIZATION	
Customer Approval Signature	
Date Signed	

Avolve Software 01/01/2015

Page 1 of 1

To be provided separately



Service Agreement for Jonesboro, AR



Community Development & Public Works Software

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Executive Summary

Thank you for your interest in iWorQ Systems! We have been providing government software solutions since 2001 and serve more than 1,600 customers throughout the United States and Canada. We lead the industry in delivering hosted web-based solutions and were the first vendor in this market to provide a fully web-based system.

Since cities and counties often have limited capital budgets, we lease our applications so that our clients are not confronted with large capital investments and our annual support and maintenance fees do not increase year to year. We have found that this payment method allows agencies to plan for growth in a cost-conscious way.

To access our applications all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We are confident our solution can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We also provide additional access through our Citizen Engagement Tools and web portal for internal staff and citizens.

Thank you again for considering iWorQ, we will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

Best Regards,

A handwritten signature in black ink, appearing to read "Adam Laing". The signature is fluid and cursive, with the first name "Adam" and last name "Laing" clearly distinguishable.

Adam Laing
Vice President

Sole-Source Contract

Our software is a uniquely designed platform that enables us to provide you a sole source contract. Our platform provides our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or development background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ability to add fields on the fly and to be able to report against them without having to hire a technical resource or pay a 3rd party vendor can save a substantial amount of time for Cities/Counties, which reduces the total cost of ownership with the iWorQ platform. The ease of steps and manner in which iWorQ allows you to configure the application is unlike any other platform in this market. iWorQ is the sole vendor/supplier/distributor/provider of our services and is available as a sole source product.

Application Description

iWorQ software solutions and professional services together provide a seamless fit for Jonesboro software project. Having implemented over 1,600 customer agencies and configuring a unique fit for each one provides our team the experience and background required to ensure a successful implementation for your city.

iWorQ's browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. We can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide your workers access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ's hosted solution provides a smooth transition from your current database and paper driven systems, because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources.

Since iWorQ's applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.

Project Initiation and Management

Throughout the history of our company, iWorQ's success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that all of our team members are in sync. During the planning phase, our project teams meet to analyze how

each department operates today, and how you would like your new system to work going forward. Based on our discussions, we create a project plan, agree on major milestones, and set a project schedule. The project plan will also address communications, managing risk and change management.

Throughout the project, iWorQ will hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, guaranteeing that the project moves along smoothly.

iWorQ has standard documentation to record decisions made during the project. These documents list tasks, person responsibilities, and target dates, etc.

Developing Specific Deliverables for Your Project

The iWorQ team works with your subject matter experts (that you assign) during the initiating and planning phases to determine what deliverables to customize for your solution (e.g., reports, documents, templates, and dashboards etc.). After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your project team for user acceptance.

Figure 1.1

Name	Amount	Units	Rate	Multiplier	Total
Billy Madison	5.00	Hours	16.75	1.00	83.75
Michael Smith	5.00	Hours	26.30	1.00	131.50
					Total 215.25

UPDATE EMPLOYEE

The screenshot shows iWorQ's Mobile HTML 5 Interface making access in the field easy to use, which includes the ability to easily track labor, materials, inventory, and equipment from any cellular or wifi enabled device.

Figure 1.2

Design Permit Report

Save Group By Calculate Style Refresh Run

Add Fields

Permit Information

- + Permit #
- + Permit Date
- + Assigned To
- + Permit Type
- + Expiration Date
- + Applicant Name
- + Applicant Address
- + City, State, Zip
- + Phone Number
- + Status
- + Description
- + Valuation
- + Square Feet
- + TEST LOOKUP
- + TEST LOOKUP2

Contractor

- + Primary Contractor

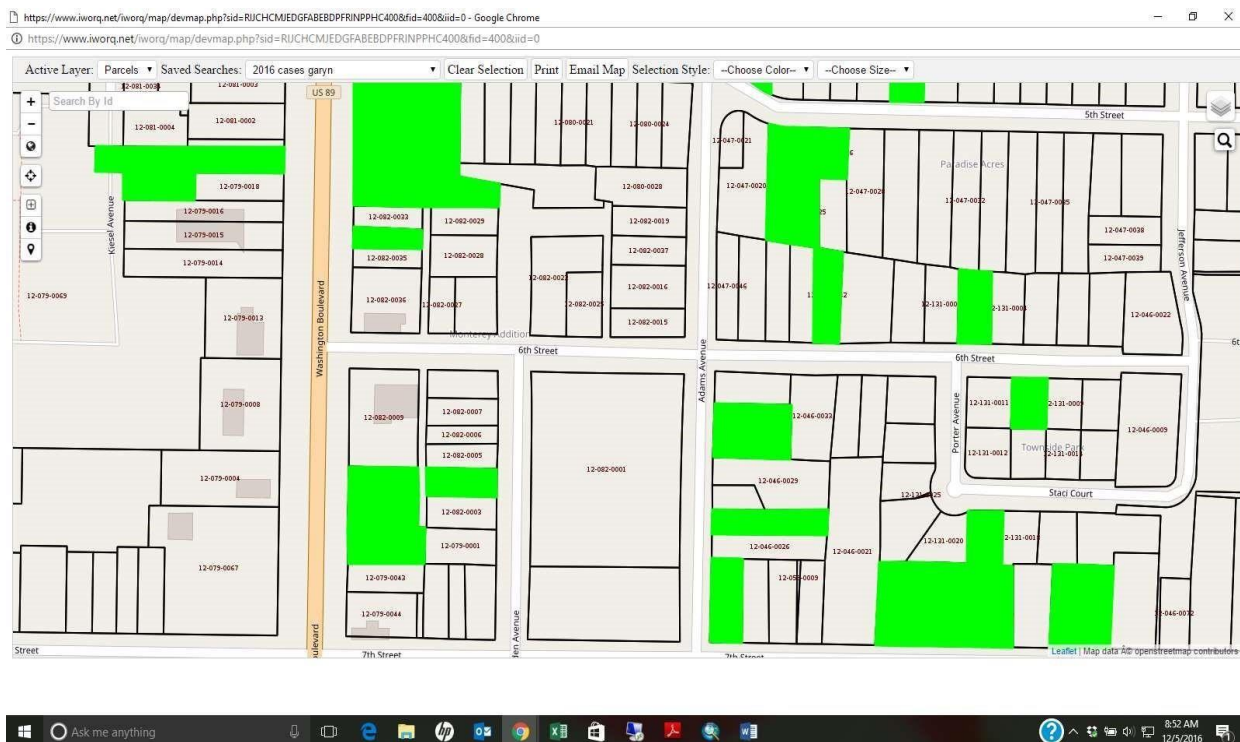
Report Title: Permit Report **Query Date:** Permit Date

Column	Field	Width	Format	Sum	Sort Order	Sort Type	
1	Permit #	1	Numeric		Add		↓ ↑ ✕
2	Permit Date	1	Date		Add		↓ ↑ ✕
3	Assigned To	1	Text		Add		↓ ↑ ✕
4	Permit Type	1	Text		Add		↓ ↑ ✕
5	Expiration Date	1	Date		Add		↓ ↑ ✕

Total Fields: 5

iWorQ's report builder provides a user interface that only requires a user to simply click on the "+" button below to instantly report on desired input. This enables you to add new fields when desired and create adhoc and saved reports for both Work Orders and Permits.

Figure 1.3



Map above shows Responsive interface- Showing the parcel layer with highlighted parcels. The map is showing the permits issued last year. User can select, display, and edit data directly from the map for Code Violations or specific types of permits and applications.

Implementation Phases

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. iWorQ Account Managers will provide training and weekly calls during setup. iWorQ Account Managers will provide weekly summary emails to document the progress of the implementation. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

- *Initiation Phase*
- *Planning Phase*
- *Executing Phase*
- *Closing Phase*

Initiation Phase

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should determine what staff members (from your agency) will assist with the project. We ask you to submit data in an electronic format (*.xls, *.mdb, *.bak, etc.) that allow us to import data into iWorQ. iWorQ Account Managers will walk you through this process.

Planning Phase

During the Planning phase, the iWorQ Account Manager work with your implementation team to define how processes at your Agency work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both teams follow this plan during the executing phase.

Executing Phase

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build

data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members. The implementation will go live in less than 60 days (based on a typical implementation)

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary, for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon Pembroke go-live goals and staff availability.

Go Live

After the configuration, iWorQ will train each of your staff members. During our training, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of file folders that need to be entered). Instructors will provide the training online. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.

Closing Phase

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our iWorQ customer support team, who will support you going forward and as long as you are a customer.

Training

Your administrator and other individuals you designate receive training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

These trainings are described in further detail below:

Administrator Training: Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools.

Configuration: During the configuration phase, your administrators make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

Go-Live Training: Prior to Go-Live, every user on the system will receive training pertinent to their role type on the system. We provide unlimited training during implementation and after Go-Live via conference calls, webinars, or online screen share and we offer an annual, national users' conference to learn new and advanced skills.

Jonesboro	Quote creation: 10/2/2020
Po Box 1845, Jonesboro, AR 72403	Prepared by: Adam Laing and Lindsay Brooks

1. QUOTE

Jonesboro - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 55,515

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited letters and documents configured through iWorQ's template library and 6 custom letters 6 custom forms for Portal Home Premium Data (25MB Uploads & 250 GB Storage) iWorQ online credit/debit card processing integrated with Payroc. GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update property details weekly. Annual fees are \$500 per layer (currently includes 2 layers) <i>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</i>	\$17,000	Annual
Fire Inspection Management – track inspections, upload attachments (i.e. pictures, video, etc.), and track to Property Includes customized automated reminder letters and online renewal.	\$3,000	Annual
Financial Export – (Permit Management) iWorQ will export financial payments or monies received into the iWorQ system on a nightly basis to an FTP site maintained by the City of Jonesboro. <i>*Any refunds or adjustments would be done manually as part of a reconciliation process.</i>	\$2,000	Annual
<u>Public Works Applications and Services</u>		
Public Works Package (Asset) Package includes: *Work Management *Sign Management	\$13,500	Annual

<p>*Pavement Management * CA Sidewalk Management</p> <p>-Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work and asset(s) by location using OpenStreetMap -Work order scheduling and templates -Track labor, inventory, parts, and material -Track MUTCD, condition, reflectivity, etc. -Track sidewalks, ramps, etc. -Track pavement condition, distress, treatments, etc.</p> <p>GIS RestServices -iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute details weekly. Annual fees are \$500 per capital asset application.</p> <p><i>*Note: If configuration changes (i.e. Name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.</i></p>		
<p>Stormwater Package Package includes: *Work Management *SWPP Permit Management *Capital Asset Management</p> <p>- Available on any computer, tablet, or mobile device using Chrome browser - Track work orders and maintenance history for MS4 compliance - Track location using asset management with OpenStreetMap - Issue permits (SWPP) - Track inspections and compliance - Manage and reduce illicit discharge - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms.</p>	\$6,000	Annual
ANNUAL TOTAL	\$41,500	
Setup, training, and system configuration	\$26,000	Once
Total Due (iWorQ)	\$ 67,500	
GRAND TOTAL DUE (iWorQ and TextMyGov)	\$ 72,500	

1.1.Notes

- 1- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- This quote cannot be disclosed or used to compete with other companies.
- 3- This agreement is valid for 30 days.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated.

1.2 ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request.

Bluebeam Integration - iWorQ integration with Bluebeam Studio Prime. <i>*Studio Prime is required for integration and all Bluebeam products will need to be purchased directly from Bluebeam or authorized distributor/dealer.</i>	Included	Annual
Licensing – track business, animal, liquor, rental, and other license types. Includes customized automated reminder letters and online renewal.	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Interactive Voice Response (IVR) – used by contractors to schedule inspections via telephone.	\$1,000	Annual
3 Additional letters/forms	\$500	Annual
iWorQ Facilities Package – Manage facilities and track work orders, assets, materials, employee costs, and maintenance schedules.	Price based on Population	Annual
Asset Management – price based on population and assets to be tracked	Quote required	Annual

**Additional services are subject to setup fees which are 2/3 of the annual cost.*

2. TextMyGov QUOTE

- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 52,521

<u>TextMyGov Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Package includes: TextMyGov (TMG) Application *Smart texting solution enabling your citizens to text your City/County with questions, service requests, inspection requests, and more. *TMG will reply to citizens with automated responses to answer questions, provide links to your website, and to notify your citizens with upcoming events such as council meetings, elections, road closures, etc. -3 Short codes are provided enabling your citizens to opt-in for topics they are interested in. Once opted-in citizens will receive notifications from your City/County based on areas of interest. -Phone Number assigned to your City/County -Includes 50,000 texts annually -Image uploads via text messaging iWorQ Citizen Engagement (TMG Integration with iWorQ) -Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and mobile applications for Android and iOS. -Integrated with TMG enabling text service requests, inspection requests, code enforcement complaints, and Fleet service requests integrated with iWorQ applications.	\$4,000	Annual
ANNUAL TOTAL	\$4,000	
Setup, training, and system configuration	\$1,000	Once
Total Due (TMG)	\$5,000	

2.1. Notes

- 1- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days. The invoice will come from TextMyGov. (Please request a W9)
- 2- Terms of this agreement is a 3-Year Term. Customer reserves the rights to cancel this agreement with 30-day written notice after the initial 3-Year Term.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated
- 5- Customer agrees to publish TextMyGov Widget on City Website.

2.2 ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request.

Each additional text bundle – 50,000 texts	\$400	Annual
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3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial 3-year term, by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

5. SET-UP & BILLING INFORMATION

**Please fill out all fields to ensure our team can reach the implementation & billing contacts*

5.1 Public Works Implementation Contacts

Primary Contact _____ Title _____

Phone _____ Cell _____

Email _____

Additional Contact(s) _____ Title _____

Phone _____ Cell _____

Email _____

5.2 TextMyGov Implementation Contacts

Primary Contact _____ Title _____

Phone _____ Cell _____

Email _____

Additional Contact(s) _____ Title _____

Phone _____ Cell _____

Email _____

5.3 Billing information

Billing Contact _____ Phone _____ Cell _____

Email _____ Prefer to receive invoice by email? Yes ☐ No ☐

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____

Is the billing information for TextMyGov the same as iWorQ Systems? Yes ☐ No ☐

If no, please specify:

Billing Contact _____ Phone _____ Cell _____

Email _____ Prefer to receive invoice by email? Yes ☐ No ☐

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

_____	_____	_____
(Phone)	(Mobile)	(Email)
_____	_____	_____
(Signature)	(Print Name & Title)	(Date)



October 2, 2020

Derrel Smith
Jonesboro
Po Box 1845
Jonesboro, AR 72403

Dear Derrel,

Thank you for your interest in iWorQ solutions. iWorQ Systems has been providing community development and public works software solutions for more than 19 years and serve more than 1,600 agencies throughout the United States and Canada. iWorQ System's was the first in this market to provide a web-based solution to local government. The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine the best device to utilize inside the office or in the field.

We are confident in providing a solution that will improve your internal and customer communication as well as increase your responsiveness to your customers while reducing time and effort from your staff. We accomplish this by streamlining your processes through our applications and enabling customers and citizens to engage with your office through our mobile app and our web portal for online payments, requests for permits, submittals, and more.

Our software is a uniquely designed platform that enables us to provide you a sole source contract. Our platform provides our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or development background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ability to add fields on the fly and to be able to report against them without having to hire a technical resource or pay a 3rd party vendor can save a substantial amount of time for Cities/Counties, which reduces the total cost of ownership with the iWorQ platform. The ease of steps and manner in which iWorQ allows you to configure the application is unlike any other platform in this market. iWorQ is the sole vendor/supplier/distributor/provider of our services and is available as a sole source product.

Thank you for this opportunity,

A handwritten signature in black ink, appearing to read "A. Laing".

Adam Laing, Vice President of Business Development



PaperlessNow SaaS

PaperlessNow SaaS*	\$15,000
PaperlessNow Monthly Project Fee @ \$50/Project	
PaperlessNow Setup & Training	\$15,075
Assurance Services (23 hours of services)	\$5,175
PaperlessNow Total	\$35,250



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:162	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	816 Hoover				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 816 HOOVER, PARCEL 01-144181-14800, JONESBORO, ARKANSAS 72401, OWNED BY ROBERT WHITAKER

LEGAL DESCRIPTION: Lot 3, Block 1 of Dixon's Third Addition to the City of Jonesboro, Arkansas, subject to all easements of record.

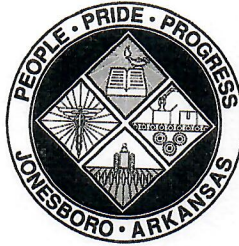
WHEREAS, ROBERT WHITAKER, the owner of record, was properly notified of a code violation at 816 HOOVER, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 816 HOOVER, JONESBORO, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 07-21-20

To: Tosha Moss

Property Address: 816 Hoover APN# 01-144181-14800
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Robert Whitaker
256 Camilla, Unit 502
Memphis, Tn. 38104

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Robert Whitaker
256 Camilla, Unit 502
Memphis, TN 38104

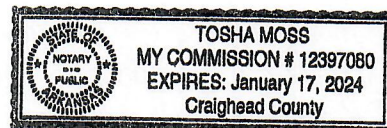
RE: 816 Hoover, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 9 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 9 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/08/2020

TO: Robert Whitaker
256 Camilla, Unit 502
Memphis, TN 38104

In regards to property located at 816 HOOVER
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/17/2020. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Robert Whitaker
256 Camilla #502
Memphis, TN 38104



FOREVER / USA

7019 1120 0000 4160 6152

U.S. Postal Service
CERTIFIED MAIL® RECEIPT *ES*
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To *Robert Whitaker*

Street and Apt. No. or PO Box No. *256 Camilla #502*

City, State, ZIP+4® *Memphis, TN 38104*

PS Form 3800, April 2015 PSN 7530-02-000-9047

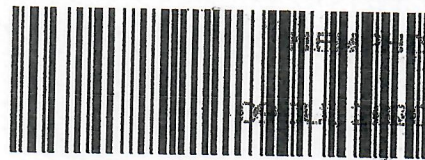
Postmark Here *JUL 09 2020*

USPS

See Reverse for Instructions



City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403



7019 1120 0000 4160 6152

Robert Whitaker
256 Camilla #502
Memphis TN 38104

NIXIE 381 DC 1 0007/29

RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD

ANK
 72403184545

EC: 72403184545 *0747-05549-0





Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Robert Whitaker
256 Camilla #502
Memphis, TN 38104

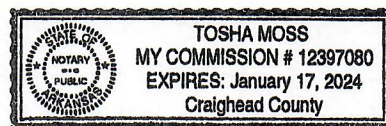
RE: 816 Hoover, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063706

BILL TO
Robert Whitaker 256 Camilla #502 Memphis, TN 38104

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						2,349.58
July 2020 Code Enforcement Charges Parcel #01-144181-14800:						
Filing Fee- 816 Hoover	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 816 Hoover	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 816 Hoover	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Robert Whitaker
Customer No: 015487
Account No: 0034222 - Mowing account 816 Hoover APN#01-144181-14800

DUE DATE	INVOICE NO
7/31/2020	0063706

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 2,524.58

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Robert Whitaker
256 Camilla #502
Memphis, TN 38104*



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:163	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 1014 S. CULBERHOUSE, PARCEL 01-144192-21300, JONESBORO, ARKANSAS 72401, OWNED BY CHARLES NOELL JR.
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1014 S. CULBERHOUSE, PARCEL 01-144192-21300, JONESBORO, ARKANSAS 72401, OWNED BY CHARLES NOELL JR.				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	1014 S. Culberhouse				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1014 S. CULBERHOUSE, PARCEL 01-144192-21300, JONESBORO, ARKANSAS 72401, OWNED BY CHARLES NOELL JR.

LEGAL DESCRIPTION: Part of Lot or Block 26 of Knight's Second Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning 72 ½ feet North of the Southwest Corner of said Lot or Block 26; thence running East 109 2/3 feet; thence run North 72 ½ feet; thence run West 109 2/3 feet; thence run South 72 ½ feet to the point of beginning

WHEREAS, Charles Noell Jr., the owner of record, was properly notified of a code violation at 1014 S. Culberhouse, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

The city should proceed with placing a lien on the property located at 1014 S. Culberhouse, Jonesboro, AR 72401.



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Charles Noell Jr.
407 Ridgecrest
Jonesboro, AR 72401

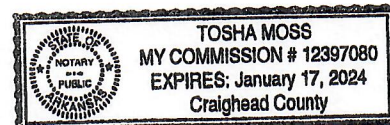
RE: 1014 S. Culberhouse, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7 day of July, 2020.

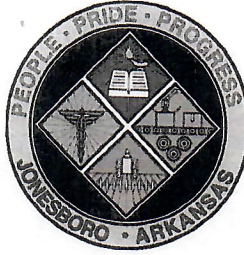
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 7 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/06/2020

TO: NOELL CHARLES EDWARD JR
407 Ridgecrest
JONESBORO, AR 72401

In regards to property located at

1014 S CULBERHOUSE
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the property is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/13/20. If the issue is not corrected by the date listed, the City will mow and weed eat the property using an outside contractor, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Robinson, Aaron

870-351-2572

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Charles Noel Jr
407 Riggscrest
Jonesboro AR 72401



7019 0160 0000 8545 2730

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent To

Charles Noell Jr
407 Ridgecrest
Jonesboro AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL



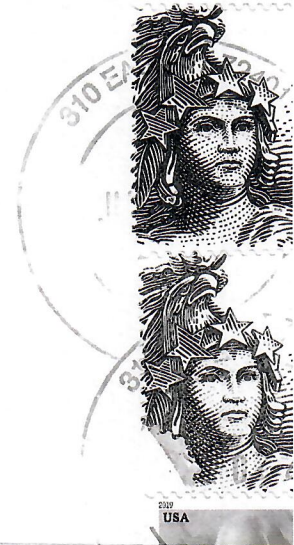
7019 0160 0000 8545 2730



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

UTF
7-8
C7
AT

Charles Noell Jr
407 Ridgecrest
Jonesboro AR 72401



NIXIE 381 DC 1 0007/11

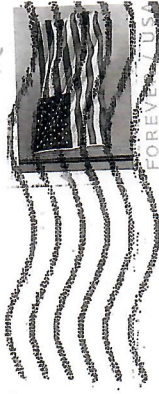
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
72403>1845

BC: 72403184545 *1247-06457-1



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



MEMPHIS TN 380

07 JUL 2020 PM 11

Charles Noel Jr
407 Riggcrest
Jonesboro AR 72401

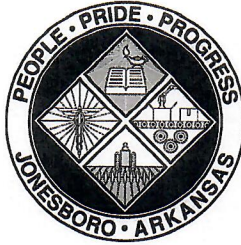
5/17/17
1-28

NIXIE 381 02 1 0007/23/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

7399155155

BC: 72403184545 #0547-01871-07-45



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-21-2020

To: Tosha Moss

Property Address: 1014 S Culberhouse Parcel# 01-144192-21300
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Charles E JR Noell
407 Ridgecrest St
Jonesboro, Ar 72401-5836

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Charles Noell Jr
407 Ridgecrest
Jonesboro, AR 72401

RE: 1014 S. Culberhouse, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

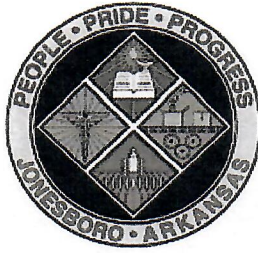
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063708

BILL TO
Charles E Noell Jr 407 Ridgecrest St Jonesboro, AR 72401

DUE DATE
7/31/2020

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 175.00

July 2020 Code Enforcement Charges Parcel #01-144192-21300:

Filing Fee- 1014 S Culberhouse	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 1014 S Culberhouse	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 1014 S Culberhouse	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 175.00 0.00 0.00 175.00

If payment is not made within (30) days.
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.

Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Charles E Noell Jr
Customer No: 021404
Account No: 0035214 - Mowing Account - 1014 S Culberhouse Parcel#01-1441

DUE DATE	INVOICE NO
7/31/2020	0063708

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 350.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Charles Noel Jr.
407 Ridgcrest Rd.
Jonesboro, AR 72401*

7202 0090 0000 7686 1594

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CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at www.usps.com

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Extra Services & Fees (check box, add fee or appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or P.O. Box No.

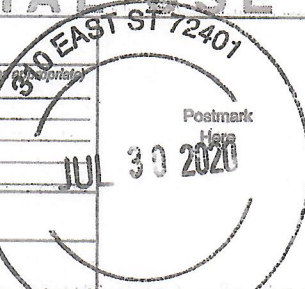
City, State ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Charles Noel Jr
407 Ridgcrest At
Jonesboro, AR 72401

USPS



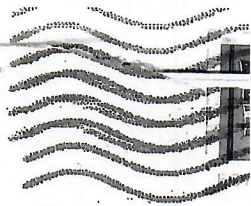
City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

MEMPHIS TN 380

30 JUL 2020 PM 2 L

01 AUG 2020 PM 3 L



Charles Noel Jr
407 Ridgcrest Rd.
Jonesboro, AR 72401

deceased,
RETURN TO SENDER

NIXIE

081 SE 1

0208/15/2

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

72401-5535C
72403-1845

BC: 72403184545

*0047-05400-00-





Legislation Details (With Text)

File #:	RES-20:164	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 1020 HOPE, PARCEL 01-144173-04400, JONESBORO, ARKANSAS 72401, OWNED BY GARY TOOMBS
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1020 HOPE, PARCEL 01-144173-04400, JONESBORO, ARKANSAS 72401, OWNED BY GARY TOOMBS				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	1020 Hope				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1020 HOPE, PARCEL 01-144173-04400, JONESBORO, ARKANSAS 72401, OWNED BY GARY TOOMBS

LEGAL DESCRIPTION: Lot 4 and the East 15 feet of Lot 3 in Block 1 of Patrick's Addition to the City of Jonesboro, Arkansas.

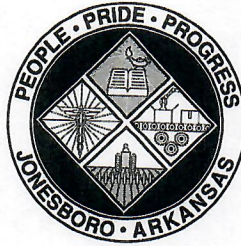
WHEREAS, Gary Toombs, the owner of record, was properly notified of a code violation at 1020 Hope, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$275.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 1020 Hope, Jonesboro, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-15-2020

To: Tosha Moss

Property Address: 1020 Hope Parcel# 01-144173-04400
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Gary Toombs
1020 Hope
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 160.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 275.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Gary Toombs
3010 Middlefield
Jonesboro, AR 72401

RE: 1020 Hope, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 1 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 1 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/30/2020

TO: GARY TOOMBS
3010 MIDDLEFIELD
JONESBORO, AR 72401

In regards to property located at 1020 HOPE
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVERGROWN GRASS AND WEEDS WHICH MUST BE MOWED. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by JULY 10TH, 2020. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO MOW THE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Cooley, David

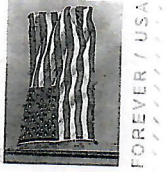
Code Enforcement Officer

Cell 870-926-1404



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Gary Toombs
3010 Middlefield
Jonesboro, AR 72401



7020 0090 0000 7686 2751

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JONESBORO, AR 72401 72401

EXTRA SERVICES & FEES

Certified Mail Fee	\$2.55
Extra Services & Fees (check box, add fee for appropriate service)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.95
Total Postage and Fees	\$6.95

Postmark Here
0405 11
07/01/2020
USPS

Sent To
Gary Toombs
Street and Apt. No., or PO Box No.
3010 Middlefield
City, State, ZIP+4®
Jonesboro, AR 72401

PS Form 3800, April 2013 PSN 7530-02-000-1047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gary Toombs
3010 Middlefield
Jonesboro, AR 72401



9590 9402 5310 9154 4754 02

2. Article Number (Transfer from service label)

7020 0090 0000 7686 2751

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X GT SD

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

CV-19

C. Date of Delivery

7-2-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

1020 Hope

Domestic Return Receipt



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Gary Toombs
3010 Middlefield
Jonesboro, AR 72401

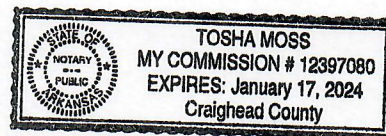
RE: 1020 Hope, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

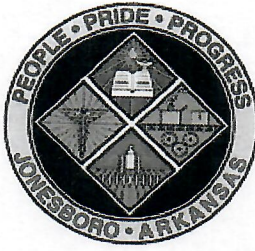
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/15/2020	0063695

BILL TO
Gary Toombs 3010 Middlefield Dr Jonesboro, AR 72401

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE

PREVIOUS OUTSTANDING BALANCE

5,367.43

July 2020 Code Enforcement Charges Parcel #01-144173-04400:

Filing Fee- 1020 Hope	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 1020 Hope	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 1020 Hope	1.00	160.00	160.00	0.00	0.00	160.00

INVOICE TOTAL: 275.00 0.00 0.00 275.00

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
7/31/2020	0063695

Customer Name: Gary Toombs
Customer No: 018683
Account No: 0034705 - Mowing Acct 1020 Hope #01-144173-04400

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 275.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 5,642.43

INVOICE BALANCE: \$275.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

*Gay Toombs
3018 Middlefield
Jonesboro, AR 72401*



7020 0090 0000 7686 1655

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OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

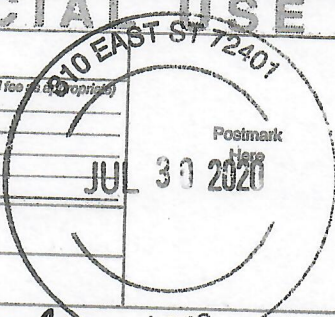
\$

Sent To

Gary Toombs USPS
 Street and Apt. No., PO Box No.
3010 Middlefield
 City, State, ZIP+4®
Jonesboro, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gary Toombs
3010 Middlefield
Jonesboro, AR 72401



9590 9402 5989 0062 9654 54

2. Article Number (Transfer from service label)

7020 0090 0000 7686 1655

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X M *Neel*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

GT *075*

C. Date of Delivery

7/31

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:165	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 1302 RAINS, PARCEL 01-144191-30600, JONESBORO, ARKANSAS 72401, OWNED BY JANICE MOORE
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1302 RAINS, PARCEL 01-144191-30600, JONESBORO, ARKANSAS 72401, OWNED BY JANICE MOORE				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	1302 Rains				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1302 RAINS, PARCEL 01-144191-30600, JONESBORO, ARKANSAS 72401, OWNED BY JANICE MOORE

LEGAL DESCRIPTION: Lot 2 in Block 6 of R.L. Hayes' Addition to the City of Jonesboro, Arkansas

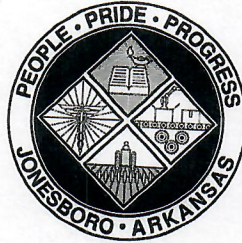
WHEREAS, Janice Moore, the owner of record, was properly notified of a code violation at 1302 Rains, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

The city should proceed with placing a lien on the property located at 1302 Rains, Jonesboro, AR 72401.



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date ; 07-09-2020

To: Tosha Moss

Property Address: 1302 Rains Parcel# 01-144191-30600
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Janice Moore
PO Box 1243
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Janice Moore
P.O. Box 1243
Jonesboro, AR 72401

RE: 1302 Rains, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 24 day of June, 2020.

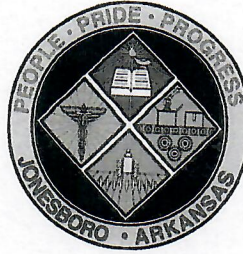
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 24 day of June, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



CITY OF JONESBORO
CODE ENFORCEMENT

DATE: 06/23/2020

TO: Janice Moore
P.O Box 1243
JONESBORO, AR 72401

In regards to property located at

1302 RAINS
JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property is overgrown and needs to be mowed. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 06/29/20. If the issue is not corrected by the date listed, the City will mow and weed eat the property using an outside contractor, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

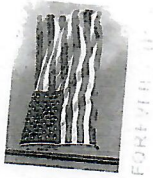
Robinson, Aaron

870-351-2572

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Janice Moon
P.O. Box 1243
Jonesboro AR 72401

7019 0160 0000 8545 2709

U.S. Postal Service
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OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent to Janice Moore

Street and Apt. No., or PO Box No. P.O. Box 1243

City, State, ZIP+4® Jonesboro AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: JUN 24 2020
 EAST ST 72401
 USPS

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><u>Janice Moore</u> <u>P.O. Box 1243</u> <u>Jonesboro AR 72401</u></p> <p>9590 9402 5212 9122 3610 95</p> <p>2. Article Number (Transfer from service label)</p> <p><u>7019 0160 0000 8545 2709</u></p>		<p>A. Signature</p> <p>X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><u>JUL 10 2020</u></p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>Mail Restricted Delivery AR</p>	

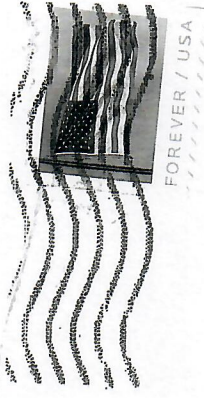
PS Form 3811, July 2015 PSN 7530-02-000-9053 1302 Rains Domestic Return Receipt



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

30 JUL 2020 PM 2 L



Janice Moore
P.O. Box 1243
Jonesboro, AR 72401

MIAMI 301 DE 1 000117/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSEE
UNABLE TO FORWARD

72403-1243

BC 72403-1243 000117/20



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Janice Moore

P.O. Box 1243

Jonesboro, AR 72401

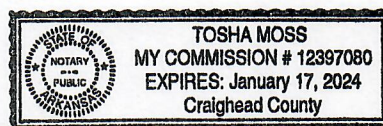
RE: 1302 Rains, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

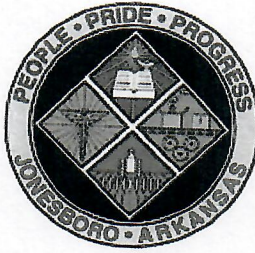
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/9/2020	0063696

BILL TO
Janice Moore PO Box 1243 Jonesboro, AR 72401

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
July 2020 Code Enforcement Charges Parcel #01-144191-30600:						
Filing Fee- 1302 Rains	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 1302 Rains	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 1302 Rains	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Janice Moore
Customer No: 021559
Account No: 0035234 - Mowing Acct 1302 Rains Parcel#01-144191-30600

DUE DATE	INVOICE NO
7/31/2020	0063696

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 175.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



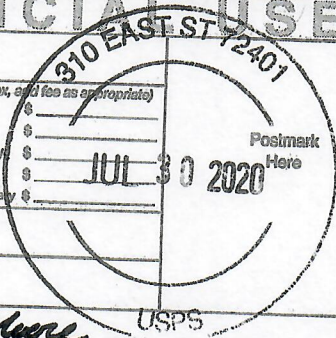
City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Janice Moore
P.O. Box 1243
Jonesboro, AR 72461*

7020 0090 0000 7686 1587

U.S. Postal Service	
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For delivery information, visit our website at www.usps.com ®.	
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Certified Mail Fee	\$
Extra Services & Fees (check box, and fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	<i>Annice Moore</i>
Street, Apt. No., or PO Box No.	<i>P.O. Box 1243</i>
City, State, ZIP+4®	<i>Abilene, TX 79401</i>
PS Form 3800, April 2015 PSN 7530-02-000-9047	
See Reverse for Instructions	





Legislation Details (With Text)

File #:	RES-20:166	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2009 CLARK, PARCEL 01-144272-07800, JONESBORO, ARKANSAS 72401, OWNED BY ANN HOUSE
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2009 CLARK, PARCEL 01-144272-07800, JONESBORO, ARKANSAS 72401, OWNED BY ANN HOUSE				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2009 Clark				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2009 CLARK, PARCEL 01-144272-07800, JONESBORO, ARKANSAS 72401, OWNED BY ANN HOUSE

LEGAL DESCRIPTION: Lots 1, 2 and 3 of Duncan's Subdivision of Lot 13 of Thorn's Addition to the City of Jonesboro, formerly Town of Nettleton, Arkansas

WHEREAS, Ann House, the owner of record, was properly notified of a code violation at 2009 Clark, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$275.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

The city should proceed with placing a lien on the property located at 2009 Clark, Jonesboro, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 7-21-2020

To: Tosha Moss

Property Address: 2009 Clark Parcel # 01-144272-07800
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Ann House
7417 Braemar Ter
Colleyville, Tx 76034-7330

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Clean up	\$ 160.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 275.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Ann House
7417 Braemar
Colleyville, TX 76034

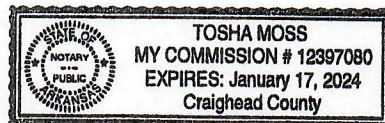
RE: 2009 Clark, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7 day of July 2020.

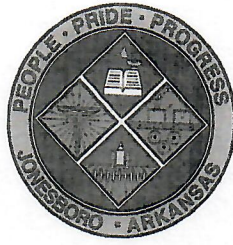
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 7 day of July 2020.

Tosha Moss
Notary Public



My commission expires: Jan 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/06/2020

TO: Ann House
7417 BRAEMAR
Colleyville, TX 76034

In regards to property located at 2009 CLARK
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVERGROWN GRASS AND WEEDS WHICH MUST BE MOWED. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by JULY 17TH, 2020. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO MOW AND TRIM THE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Cooley, David

Code Enforcement Officer

Cell 870-926-1404



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

ANN HOUSE
7417 BRAEMAR
COLLEYVILLE, TX 76034



7020 0090 0000 7686 2782

U.S. Postal Service
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OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$
 Sent To Ann House
 Street and Apt. No., or PO Box No. 7417 Braemar
 City, State, ZIP+4® Colleyville, TX 76034

Postmark
 JUL 07 2020

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>ANN HOUSE 7417 BRAEMAR COLLEYVILLE, TX 76034</p> <p> 9590 9402 5985 0062 5329 88</p> <p>2. Article Number (Transfer from service label) 7020 0090 0000 7686 2782</p>	<p>A. Signature X</p> <p><input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>HL DOW-CD-19</u> C. Date of Delivery <u>7-11-20</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		

PS Form 3811, July 2015 PSN 7530-02-000-9053

2009 Clark Domestic Return Receipt



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Ann House
7417 Braemar
Colleyville, TX 76034-7330

RE: 2009 Clark, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063698

BILL TO
Ann House 7417 Braemar Colleyville, TX 76034-7330

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						155.00
July 2020 Code Enforcement Charges Parcel #01-144272-07800:						
Filing Fee- 2009 Clark	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2009 Clark	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2009 Clark	1.00	160.00	160.00	0.00	0.00	160.00
INVOICE TOTAL:			275.00	0.00	0.00	275.00

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Ann House
Customer No: 019520
Account No: 0034926 - Mowing Acct 2009 Clark #01-144272-07800

DUE DATE	INVOICE NO
7/31/2020	0063698

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 275.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 430.00

INVOICE BALANCE: \$275.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Ann House
7417 Braemar
Colleyville, TX 76034-7330*

7020 0090 0000 7686 1648

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

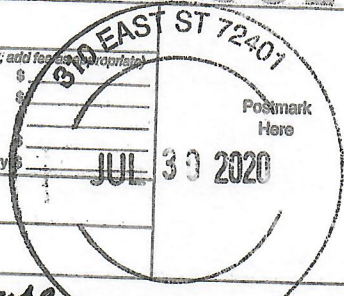
For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box; add fees as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage \$
 Total Postage and Fees \$

Sent To Ann House
 Street and Apt. No. or PO Box No. 7417 Braemar
 City, State, Zip Colleyville, TX 76034-7330

PS Form 3800, April 2015 PSN 7530-02-000-3047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X <u>Ann House</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to: <u>Ann House</u> <u>7417 Braemar</u> <u>Colleyville, Tx 76034-7330</u></p>		<p>B. Received by (Printed Name) <u>Ann House</u></p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label) <u>7020 0090 0000 7686 1648</u></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery </div> <div> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>		<p>2009 clerk Domestic Return Receipt</p>	



9590 9402 5989 0062 9654 47



Legislation Details (With Text)

File #:	RES-20:167	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2229 S. CARAWAY, PARCEL 01-144291-05000, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2229 S. CARAWAY, PARCEL 01-144291-05000, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2229 S. Caraway				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2229 S. CARAWAY, PARCEL 01-144291-05000, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION

LEGAL DESCRIPTION: Lot 1 in Block 4 of Vance's 2nd Addition to Jonesboro, Arkansas, as shown by Plat in Plat Cabinet "A" Page 10 at Jonesboro, Arkansas, subject to Bill of Assurance in Deed Record 285, Page 203 at Jonesboro Arkansas and subject to easements as shown on said Plat.

WHEREAS, Realty Income Corporation, the owner of record, was properly notified of a code violation at 2229 S. Caraway, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 2229 S. Caraway, Jonesboro, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-21-2020

To: Tosha Moss

Property Address: 2229 S Caraway Parcel# 01-144291-05000
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Reality Income Corporation
ATTN: Portfolio MGMT
11995 El Camino Real
San Diego, Ca 92130-2539

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

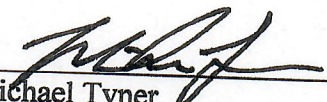
870-933-4658

AFFIDAVIT

Realty Income Corporation
Attn: Portfolio Mgmt
11995 El Camino Real
San Diego, CA 92130

RE: 2229 S. Caraway, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 6 day of July, 2020.

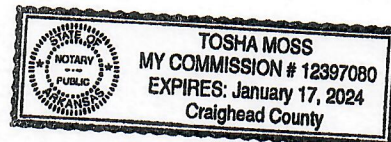


Michael Tyner
Jonesboro Code Enforcement

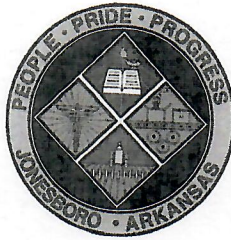
Subscribed and sworn to before me the 6 day of July, 2020.

Tosha Moss

Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/02/2020

TO: REALTY INCOME CORPORATION
ATTENTION: PORTFOLIO MGMT
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

In regards to property located at 2229 S CARAWAY RD
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVER GROWN GRASS AND WEEDS WHICH MUST BE MOWED (INCLUDING THE DITCH) AND THE TRASH CANS ON THE PROPERTY ARE FULL WITH TRASH FALLING OUT ON TO THE GROUND AND BLOWING. THE TRASH NEEDS TO BE PICKED UP, TRASH CANS EMPTIED, AND ALL TRASH HAULED TO THE LANDFILL. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by JULY 16TH, 2020. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO CLEAN UP THE PROPERTY, MOW AND TRIM THE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

- Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-3 - Trash/Littering
3. Sec. 30-5 - Unsightly or Unsanitary Conditions

Cooley, David

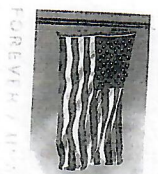
Code Enforcement Officer

Cell 870-926-1404



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

REALTY INCOME CORPORATION
ATTENTION: PORTFOLIO MGMT
11995 EL CAMINO REAL
SAN DIEGO, CA 92130



7020 0090 0000 7686 2775

U.S. Postal Service
CERTIFIED MAIL® RECEIPT *DL*
 Domestic Mail Only

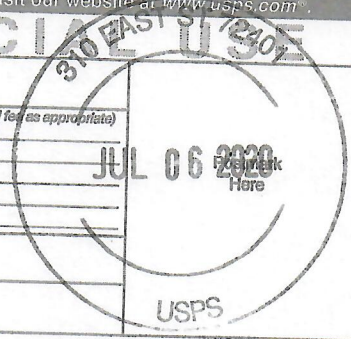
For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box; add fees as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To
Realty Income Corp. Attn: Portfolio Mgmt
 Street and Apt. No., or PO Box No.
11995 El Camino Real
 City, State, ZIP+4®
San Diego CA 92130


PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1
REALTY INCOME CORPORATION
ATTENTION:PORTFOLIO MGMT
11995 EL CAMINO REAL
SAN DIEGO, CA 92130


 9590 9402 5985 0062 5329 57

2. Article Number (Transfer from service label)

7020 0090 0000 7686 2775

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)
11995

C. Date of Delivery
06 JUL 2020

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403


870-933-4658

AFFIDAVIT

Reality Income Corporation
Attn: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92130-2539

RE: 2229 S. Caraway, Jonesboro, AR 72404

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.


Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063699

BILL TO
Reality Income Corporation ATTN: Portfolio MGMT 11995 El Camino Real San Diego, CA 92130-2539

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
July 2020 Code Enforcement Charges Parcel #01-144291-05000:						
Filing Fee- 2229 S Caraway	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2229 S Caraway	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2229 S Caraway	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Reality Income Corporation
Customer No: 021560
Account No: 0035236 - Mowing Acct 2229 S Caraway Parcel#01-144291-05000

DUE DATE	INVOICE NO
7/31/2020	0063699

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 175.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Reality Income Corp.
Attn: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92120-2539*

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only *2229 S. Caraway*

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

310 EAST ST 72401

Stamp: JUL 30 2020
 Date

USPS

7020 0090 0000 7686 1556

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Send To
Reality Income Corp. Attn Portfolio Mgt
11995 El Camino Real
San Diego, CA 92130-2539

PS Form 3800, April 2, 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Reality Income Corp.
Attn: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92130-2539

2. Barcode

 9590 9402 5989 0062 9653 48

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent
☐ Addressee

B. Received by (Printed Name)
ANDERSON

C. Date of Delivery
8/3

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (\$500)	



Legislation Details (With Text)

File #:	RES-20:168	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, PARCEL 01-144272-24200, JONESBORO, ARKANSAS 72401, OWNED BY KENNETH & DENA BRADWAY
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, PARCEL 01-144272-24200, JONESBORO, ARKANSAS 72401, OWNED BY KENNETH & DENA BRADWAY				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2501 Mary Jane				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2501 MARY JANE, PARCEL 01-144272-24200, JONESBORO, ARKANSAS 72401, OWNED BY KENNETH & DENA BRADWAY

LEGAL DESCRIPTION: Lot 23, Block "D" of Fairview Acres East, An Addition to the City of Jonesboro, Arkansas, as shown by Plat in Deed Record 158 Page 24, subject to easements shown on recorded Plat.

WHEREAS, Kenneth & Dena Bradway, the owner of record, was properly notified of a code violation at 2501 Mary Jane, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 2501 Mary Jane, Jonesboro, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 07-21-2020

To: Tosha Moss

Property Address: 2501 Mary Jane Parcel # 01-144272-24200
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kenneth L and Dena Broadway
P O Box 2211
Jonesboro, AR 72402

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Clean up	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenneth Bradway
P.O. Box 2211
Jonesboro, AR 72402

RE: 2501 Mary Jane, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 8 day of July, 2020.

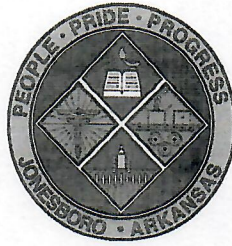
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 8 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/07/2020

TO: KENNETH L BRADWAY
P O BOX 2211
JONESBORO, AR 72402

In regards to property located at 2501 MARY JANE
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVERGROWN GRASS AND WEEDS WHICH MUST BE MOWED. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by JULY 17TH, 2020. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO MOW AND TRIM THE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Cooley, David

Code Enforcement Officer

Cell 870-926-1404



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

KENNETH L BRADWAY
P O BOX 2211
JONESBORO, AR 72402



7020 0090 0000 7686 2805

U.S. Postal Service
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Domestic Mail Only

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Total Postage and Fees

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Sent To

Kenneth L Bradway

Street and Apt. No., or PO Box No.

Po Box 2211

City, State, ZIP+4®

Jonesboro AR 72402

PS Form 3800, April 2015 PSN 7500-02-000-9047

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City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



KENNETH L BRADWAY
P O BOX 2211
JONESBORO, AR 72402





City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380
30 JUL 2020 PM 2 L

FOREVER / USA

-R-T-3- 724032047-1X 009 08/10/20

RETURN TO SENDER
UNABLE TO FORWARD
RETURN TO SENDER

72402-221111





Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenneth & Dena Broadway
P.O. Box 2211
Jonesboro, AR 72402

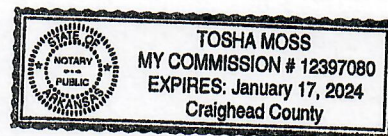
RE: 2501 Mary Jane, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

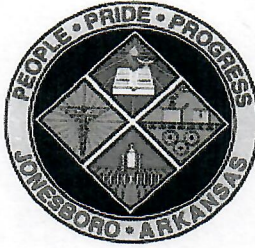
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063700

BILL TO
Kenneth L & Dena Broadway PO Box 2211 Jonesboro, AR 72402

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						730.00
July 2020 Code Enforcement Charges Parcel #01-144272-24200:						
Filing Fee- 2501 Mary Jane	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2501 Mary Jane	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2501 Mary Jane	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kenneth L & Dena Broadway
Customer No: 017754
Account No: 0034548 - Mowing Acct- 2501 Mary Jane #01-144272-24200

DUE DATE	INVOICE NO
7/31/2020	0063700

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 905.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Kenneth & Dena Broadway
P.O. Box 2211
Jonesboro, AR 72402*

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Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent to

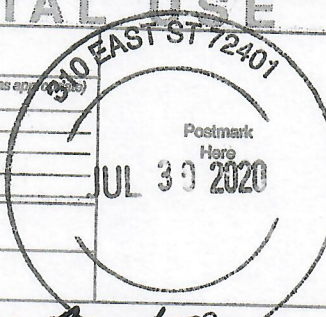
Kenneth & Dena Broadway

P.O. Box 2211

Jonesboro, AR 72402

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 0090 0000 7686 1662



Legislation Details (With Text)

File #:	RES-20:169	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2507 BROOKE MCQUEEN, PARCEL 01-144333-08800, JONESBORO, ARKANSAS 72404, OWNED BY KYLE D. HALL
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2507 BROOKE MCQUEEN, PARCEL 01-144333-08800, JONESBORO, ARKANSAS 72404, OWNED BY KYLE D. HALL				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2507 Brooke McQueen				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2507 BROOKE MCQUEEN, PARCEL 01-144333-08800, JONESBORO, ARKANSAS 72404, OWNED BY KYLE D. HALL

LEGAL DESCRIPTION: Lot 4 in Block "E" of Caraway Place, Phase Two, Jonesboro, Arkansas, as shown by Plat in Plat cabinet "B" Page 71 at Jonesboro, Arkansas, Subject to Bill of Assurance in Deed Record 383 Page 82, and Amended Bill of Assurance recorded in Deed Record 384 Pages 80 and 637 in the records of the Jonesboro District of Craighead County, Arkansas, and to easements as shown on the recorded Plat. Subject to all matters of record or fact. Such property believed to have the physical address of 2507 Brooke McQueen, Jonesboro, Arkansas.

WHEREAS, Kyle D. Hall, the owner of record, was properly notified of a code violation at 2507 Brooke McQueen, Jonesboro, AR 72404, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

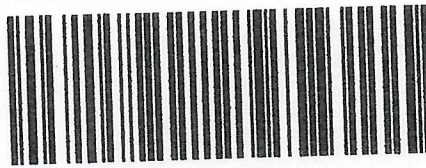
WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 2507 Brooke McQueen, Jonesboro, AR 72404.



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



7018 1130 0001 5036 2367



USA

Handwritten: 11/18/21
11/16/25

Kyle D. Hall
2507 Brooke McQueen
Jonesboro, Ar 72404

NIXIE

381 FE 1

0005/27/

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF

BC: 72403184545

*1247-00296-27

724031845



7018 1130 0001 5036 2367

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Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

\$

Total Postage and Fees

\$

Sent To

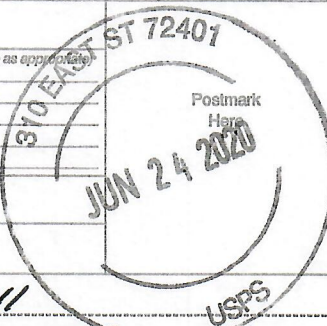
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Handwritten: Kyle D Hall
2507 Brooke McQueen
Jonesboro, Ar 72404





Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403


870-933-4658

AFFIDAVIT

Kyle D. Hall
2507 Brooke McQueen
Jonesboro, AR 72404

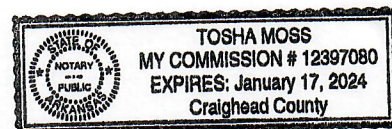
RE: 2507 Brooke McQueen, Jonesboro, AR 72404

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 24 day of June, 2020.


Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 24 day of June, 2020.


Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/23/2020

TO: Kyle D. Hall

2507 Brooke McQueen

Jonesboro, Arkansas 72404

In regards to property located at 2507 BROOKE MCQUEEN
JONESBORO, AR 72404 .

Our records show that you own the property listed above. We have observed that the grass and weeds are overgrown. We are sending this letter and allowing you the chance to correct the violation that is mentioned below by 7-03-2020. If the issue is not corrected by the date listed, the City will mow and weed eat and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs


Mcquay, Mike

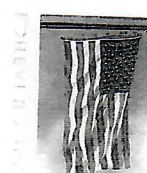
(870)351-4258

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Kyle D. Hall
2507 Brooke McQueen
Jonesboro, Ar 72404





CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-09-20

To: Tosha Moss

Property Address: 2507 Brooke McQueen APN# 01-144333-08800
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kyle D Hall
2507 Brooke McQueen
Jonesboro, Ar 72404

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

JUL 30 2020

Postage

Total Postage and Fees

Sent To

Kyle Hall

Street and Apt. No., or PO Box No.

2507

City, State, ZIP+4®

Brook McGinn

Honolulu, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kyle D. Hall
2507 Brooke McQueen
Jonesboro, AR 72404

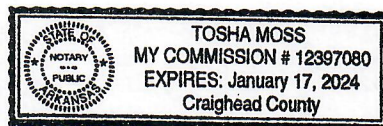
RE: 2507 Brooke McQueen, Jonesboro, AR 72404

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/9/2020	0063707

BILL TO
Kyle D Hall 2507 Brooke McQueen Jonesboro, AR 72404

DUE DATE
7/31/2020

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 175.00

July 2020 Code Enforcement Charges Parcel #01-144333-08800:

Filing Fee- 2507 Brooke McQueen	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2507 Brooke McQueen	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2507 Brooke McQueen	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 175.00 0.00 0.00 175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kyle D Hall
Customer No: 021306
Account No: 0035197 - Mowing Account #01-144333-08800

DUE DATE	INVOICE NO
7/31/2020	0063707

Please remit payment by the due date to:

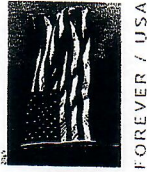
City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 350.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Kyle Hall
2507 Burke McQueen
Jonesboro, AR 72404*



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:170	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2700 SOUTHWEST SQUARE, PARCEL 01-144302-31700, JONESBORO, ARKANSAS 72401, OWNED BY SULLIVAN INVESTMENT PROPERTY LLC
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2700 SOUTHWEST SQUARE, PARCEL 01-144302-31700, JONESBORO, ARKANSAS 72401, OWNED BY SULLIVAN INVESTMENT PROPERTY LLC				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2700 Southwest Square				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2700 SOUTHWEST SQUARE, PARCEL 01-144302-31700, JONESBORO, ARKANSAS 72401, OWNED BY SULLIVAN INVESTMENT PROPERTY LLC

LEGAL DESCRIPTION: Lot 14 of Southwest Square Addition to the City of Jonesboro, Arkansas, as shown by Plat in Plat Cabinet "B" page 53 at Jonesboro, Arkansas, subject to Bill of Assurance recorded in Deed Record 362 page 298 and to easements as shown on recorded plat

WHEREAS, Sullivan Investment Property LLC, the owner of record, was properly notified of a code violation at 2700 Southwest Square, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 2700 Southwest Square, Jonesboro, AR 72401



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 07-21-20

To: Tosha Moss

Property Address: 2700 Southwest Square APN# 01-144302-31700
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Sullivan Investment Property LLC
704 County Road 620
Jonesboro, Ar 72404-8686

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Sullivan Investment Property LLC
704 CR 620
Jonesboro, AR 72404

RE: 2700 Southwest Dr., Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 8 day of July, 2020.

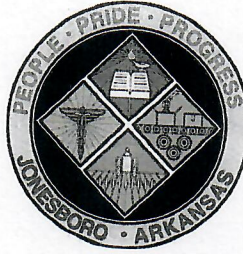
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 8 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/07/2020

TO: Sullivan Investment Property LLC
704 County Road 620
Jonesboro, AR 72404

In regards to property located at

2700 Southwest
Jonesboro, AR 72401

Our records show that you own the property listed above. We have observed that the property is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/14/20. If the issue is not corrected by the date listed, the City will mow and weed eat the property using an outside contractor, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Robinson, Aaron

870-351-2572

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Sullivan Investment Property LLC
704 County Road 620
Jonesboro AR 72404

7019 0160 0000 8545 2754

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☐ Adult Signature Required \$
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JUL 08 2020

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

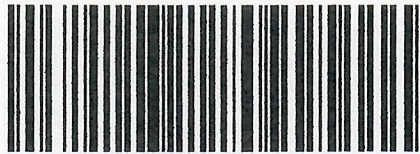
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See Reverse for Instructions

Sullivan Investment Property LLC
 704 County Road 620
 Jonesboro AR 72404

CERTIFIED MAIL



7019 0160 0000 8545 2754



City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403

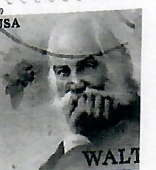
7-14
 7-24
 UNCLASIFIED

Sullivan Investment Property LLC
 704 County Road 620
 Jonesboro AR 72404

10¢



USA



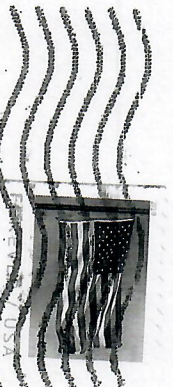
WALT



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

08 JUL 2020 PM 3 L



MTK
Sullivan Investment Property LLC
704 County Road 630
Jonesboro AR 72404

NIXIE

381 DE 1

0007/15/20

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

72403-00911-25-35

BC: 72403184545

*1247-00911-25-35



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

30 JUL 2020 PM 2 L



MTK

Sullivan Investment Property LLC
704 CR 630
Jonesboro, AR 72404-81086

NIXIE

381 DE 1

0008/08/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

72403-00911-25-35

BC: 72403184545

*1247-00911-25-35



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☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postage \$
Total Postage and Fees \$

Postmark Here
JUL 30 2020

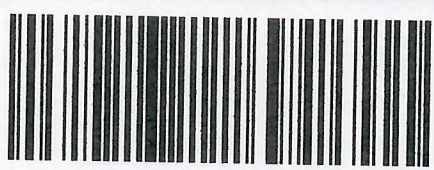
310 EAST ST 72401

Sent to
Sullivan Investment Property LLC
Street and Apt. No., or PO Box
704 CR 620
City, State ZIP+4®
Jonesboro, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



7020 0090 0000 7686 1570

ANK

Sullivan Investment Property LLC
704 CR 620
Jonesboro, AR 72404-8686



NIXIE 381 DC 1 8805/04/

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANK
72403-1845

EC: 72403184545 *1247-04801-04



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Sullivan Investment Property LLC
704 CR 620
Jonesboro, AR 72404-8686

RE: 2700 Southwest Square, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

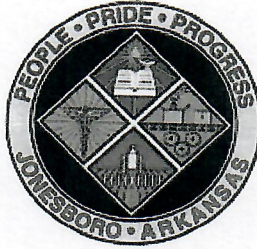

Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.


Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063701

BILL TO
Sullivan Investment Property LLC 704 County Road 620 Jonesboro, AR 72404-8686

DUE DATE
7/31/2020
BALANCE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
July 2020 Code Enforcement Charges Parcel #01-144302-31700:						
Filing Fee- 2700 Southwest Sq	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2700 Southwest Sq	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2700 Southwest Sq	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.



Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
7/31/2020	0063701

Customer Name: Sullivan Investment Property LLC
Customer No: 021561
Account No: 0035237 - Mowing Acct 2700 Southwest Square APN#01-144302-

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 175.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



*Sullivan Investment Property LLC
704 CR 680
Jonesboro, AR 72404-8686*



Legislation Details (With Text)

File #:	RES-20:171	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 2714 W. MATTHEWS, PARCEL 01-143143-00400, JONESBORO, ARKANSAS 72401, OWNED BY WILLIAM HAL FEILD
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2714 W. MATTHEWS, PARCEL 01-143143-00400, JONESBORO, ARKANSAS 72401, OWNED BY WILLIAM HAL FEILD				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	2714 W. Matthews				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2714 W. MATTHEWS, PARCEL 01-143143-00400, JONESBORO, ARKANSAS 72401, OWNED BY WILLIAM HAL FEILD

LEGAL DESCRIPTION: A part of SW 1/4 of SW 1/4 of SW 1/4 of Sec 14, T14N, R3E, Craighead County, Arkansas, more particularly described as follows: Commencing at Southwest Corner of said Sec.14 thence North 87°13' East along Section line 376.7 feet to Point of Beginning Proper, thence North 660.0 feet North to line of Southwest Quarter of Southwest Quarter of Southwest Quarter of said Section 14; thence North 87°13' East along said North line 287.7 feet; thence South 208.7 feet to South line of said Section 14; thence South 87°13' West along said South line 78.5 feet to Point of Beginning Proper, containing 3.350 acres, more or less, as shown on plat and survey prepared by Associated Engineering Co., Inc., of Jonesboro, AR dated 8-20-86.

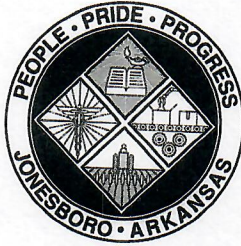
WHEREAS, William Hal Feild, the owner of record, was properly notified of a code violation at 2714 W. Matthews, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 2714 W. Matthews, Jonesboro, AR 72401



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-09-2020

To: Tosha Moss

Property Address: 2714 W Matthews Parcel# 01-143143-00400
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: William Hal Feild
828 W Cherry
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

William Feild
828 W. Cherry
Jonesboro, AR 72401

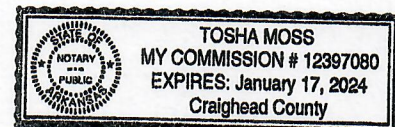
RE: 2714 W. Matthews, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 12 day of June, 2020.

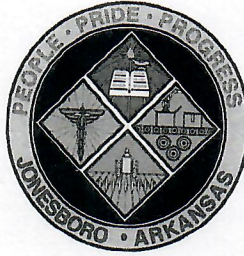
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 12 day of June, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 06/11/2020

TO: William Hal Feild
828 W Cherry
Jonesboro, AR 72401

In regards to property located at

2714 W MATTHEWS
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the property is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 06/18/20. If the issue is not corrected by the date listed, the City will mow and weed eat the property using an outside contractor, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Robinson, Aaron



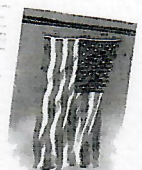
870-351-2572

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

William Earl
828 W. Cherry
Jonesboro AR 72401



7019 0160 0000 8545 2655

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only AL

For delivery information, visit our website at www.usps.com.

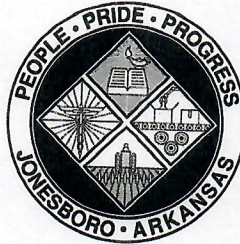
OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Postmark Here

Sent to
William Feild
Street and Apt. No., or PO Box No.
828 W. Cherry
City, State, ZIP+4®
Jonesboro AL 37401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>[Signature]</u> C. Date of Delivery <u>JUN 17 2020</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to: <u>William Feild</u> <u>828 W. Cherry</u> <u>Jonesboro AL 37401</u></p> <p>9590 9402 5212 9122 3610 40</p>	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input checked="" type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Mail</td><td></td></tr><tr><td><input type="checkbox"/> Mail Restricted Delivery</td><td></td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Mail		<input type="checkbox"/> Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Mail																	
<input type="checkbox"/> Mail Restricted Delivery																	
<p>2. Article Number (Transfer from service label) <u>7019 0160 0000 8545 2655</u></p>																	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p><u>2714 W. Matthews</u> Domestic Return Receipt AL</p>																	



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date ; 07-09-2020

To: Tosha Moss

Property Address: 2714 W Matthews Parcel# 01-143143-00400
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: William Hal Feild
828 W Cherry
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fee	\$ 100.00
Filing Fee	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Michael McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

William Hal Feild
828 W. Cherry
Jonesboro, AR 72401

RE: 2714 W. Matthews, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/9/2020	0063702

BILL TO
Williams Hal Feild 828 W Cherry Jonesboro, AR 72401

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE

PREVIOUS OUTSTANDING BALANCE

0.00

July 2020 Code Enforcement Charges Parcel #01-143143-00400:

Filing Fee- 2714 W Matthews	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 2714 W Matthews	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 2714 W Matthews	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 175.00 0.00 0.00 175.00

If payment is not made within (30) days.
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Williams Hal Feild
Customer No: 021562
Account No: 0035238 - Mowing Acct 2714 W Matthews Parcel#01-143143-004

DUE DATE	INVOICE NO
7/31/2020	0063702

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 175.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

*William Hal Feild
828 W. Cherry
Jonesboro, AR 72401*



U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

PS Form 3811, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William Hal Feild
828 W. Cherry
Jonesboro, AR 72401



9590 9402 5989 0062 9653 62

2. Article Number (Transfer from carrier label)

7020 0090 0000 7686 1563

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ Agent

☐ Addressee

C. Date of Delivery

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

PS Form 3811, July 2015 PSN 7530-02-000-9053

2714 W. Matthews

Domestic Return Receipt



Legislation Details (With Text)

File #:	RES-20:172	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	500 Allen				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 500 ALLEN, PARCEL 01-144181-30100, JONESBORO, ARKANSAS 72401, OWNED BY KENNY COLEMAN

LEGAL DESCRIPTION: Lot 1, Block 13 of Meyer's Addition to the City of Jonesboro, being part of the Northwest Quarter of the Northwest Quarter of Section 18, Township 14, Range 04.

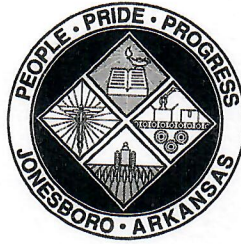
WHEREAS, KENNY COLEMAN, the owner of record, was properly notified of a code violation at 500 Allen, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 500 Allen, Jonesboro, AR 72401.



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 07-21-20

To: Tosha Moss

Property Address: 500 Allen APN# 01-144181-30100
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kenny Coleman
209 Miller
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenny Coleman
209 Miller
Jonesboro, AR 72401

RE: 500 Allen, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 9 day of July, 2020.

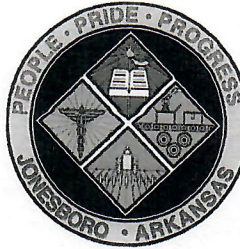
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 9 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/08/2020

TO: Kenny Coleman
209 Miller Street
Jonesboro, AR 72401

In regards to property located at 500 ALLEN
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the grass is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/17/2020. If the issue is not corrected by the date listed, the City will mow, weed eat, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Kenny Coleman
209 Miller
Jonesboro, AR 72401

FOREVER / USA

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total Postage and Fees

\$

Sent To

Kenny Coleman
Street and Apt. No., or PO Box No.

209 Miller

Jonesboro, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL



7019 1120 0000 4160 6169



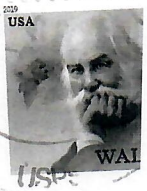
City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Kenny Coleman
209 Miller
Jonesboro, AR 72401

7-10-2018 LC
7-15
7-25

10c





City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

30 JUL 2020 PM 11



WTC

Kenny Coleman
209 Miller
Jonesboro, AR 72401

NIXIE 381 DE 1 0008/12/

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

72401-2053C
72401-2053

BC: 72403184545 *0547-07703-30
|||



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

MEMPHIS TN 380

09 JUL 2020 PM 3 L



Kenny Coleman
209 Miller
Jonesboro, AR 72401

NIXIE 381 PE 1 0007/22

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

.. 9400921247203350

72401-2053C
72401-2053

BC: 72403184545 *0747-05217-0
|||



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 07-21-20

To: Tosha Moss

Property Address: 500 Allen APN# 01-144181-30100
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Kenny Coleman
209 Miller
Jonesboro, Ar 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

7020 0090 0000 7686 1624

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent To

Kenny Coleman

Street and Apt. No. or P.O. Box

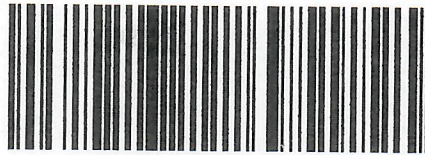
209 Miller

City, State, ZIP+4®
Jonesboro, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL®



7020 0090 0000 7686 1624



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

ANK

Kenny Coleman
209 Miller
Jonesboro, AR 72401

10c

USA

NIXIE

381 DC 1

0005/

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANK

BC: 72403184545

*1247-04802

724031845





Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Kenny Coleman
209 Miller
Jonesboro, AR 72401

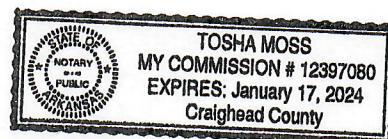
RE: 500 Allen, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

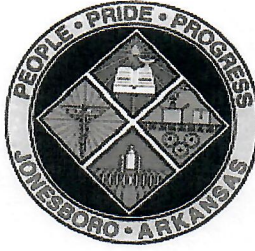
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063704

BILL TO
Kenny Coleman 209 Miller Jonesboro, AR 72401

DUE DATE
7/31/2020
BALANCE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,040.00
July 2020 Code Enforcement Charges Parcel #01-144181-30100:						
Filing Fee- 500 Allen	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 500 Allen	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 500 Allen	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			175.00	0.00	0.00	175.00

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Kenny Coleman
Customer No: 010839
Account No: 0035084 - Mowing Acct #01-144181-30100

DUE DATE	INVOICE NO
7/31/2020	0063704

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

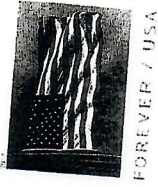
Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 1,215.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

*Kenny Coleman
209 Miller
Jonesboro, AR 72401*





Legislation Details (With Text)

File #:	RES-20:173	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 1660 N. CHURCH, PARCEL 01-144071-00900, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1660 N. CHURCH, PARCEL 01-144071-00900, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	1660 N. Church				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1660 N. CHURCH, PARCEL 01-144071-00900, JONESBORO, ARKANSAS 72401, OWNED BY REALTY INCOME CORPORATION

LEGAL DESCRIPTION: Lot 1 of Sam BG Properties, LLC, Replat of part of Lots 43-52, Block 5, Wilson's Second Addition, Jonesboro, Arkansas, as shown by Plat in Plat Cabinet "C", Page 223 and Document Number JB2012R-005688 at Jonesboro, Arkansas

WHEREAS, Realty Income Corporation, the owner of record, was properly notified of a code violation at 1660 N. Church, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$215.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 1660 N. Church, Jonesboro, AR 72401.



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

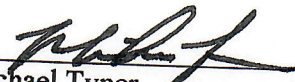
870-933-4658

AFFIDAVIT

Reality Income Corporation
Attn: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92130-2539

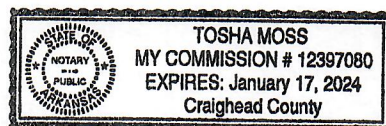
RE: 1660 N. Church, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

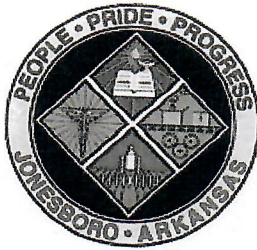

Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063697

BILL TO

Reality Income Corporation
ATTN: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92130-2539

						DUE DATE
						7/31/2020
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
July 2020 Code Enforcement Charges Parcel #01-144071-00900:						
Filing Fee- 1660 N Church	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 1660 N Church	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 1660 N Church	1.00	100.00	100.00	0.00	0.00	100.00
INVOICE TOTAL:			215.00	0.00	0.00	215.00

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
7/31/2020	0063697

Customer Name: Reality Income Corporation
Customer No: 021560
Account No: 0035235 - Mowing Acct 1660 N Church Parcel#01-144071-00900

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total: 215.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 215.00

INVOICE BALANCE: \$215.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



FOREVER / USA

*Reality Income Corp.
Attn: Portfolio MGMT
11995 El Camino Real
San Diego, CA 92130-2539*

7020 0090 0000 7686 1532

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only *1660 N. Church*

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
 \$

Extra Services & Fees (check box, add fee if appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

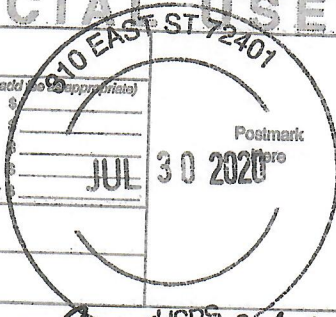
Postage
 \$

Total Postage and Fees
 \$

To
Reality Income Corp Attn: portfolio mgmt
11995 El Camino Real
San Diego, CA 92130-2539

City, State, ZIP+4®
San Diego, CA 92130-2539

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Reality Income Corp.
Attn: portfolio mgmt
11995 El Camino Real
San Diego, CA 92130-2539



9590 9402 5989 0062 9653 55

2. Article Number (Transfer from service label)

7020 0090 0000 7686 1532

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

ANDERSON

C. Date of Delivery

8/3

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

1660 N. Church

Domestic Return Receipt



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Realty Income Corporation
Attn: Portfolio Mgmt
11995 El Camino Rd
San Diego, CA 92130

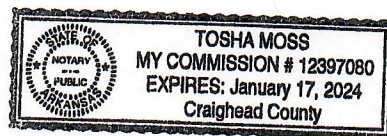
RE: 1660 N. Church, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 2 day of July, 2020.

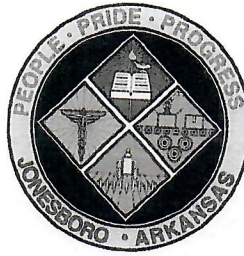
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 2 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/01/2020

TO: Realty Income Corporation ATTN: Portfolio Mgmt
11995 El Camino Real
San Diego, CA 92130

In regards to property located at 1660 N CHURCH Street (Dollar General)
JONESBORO, AR 72401.

Our records show that you own the property listed above. We have observed that the grass behind the business is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/13/2020. If the issue is not corrected by the date listed, the City will send a contractor to bush hog lot, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs

Schmett, Eric

(870)351-2813

Code Enforcement Officer



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

Realty Income Corporation
ATTN: Portfolio Management
11995 El Camino Real
San Diego, CA 92130



7020 0090 0000 7686 2959

U.S. Postal Service
CERTIFIED MAIL® RECEIPT ES
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Sent Realty Income Corporation
Street and Apt. No., or PO Box No. 11995 El Camino Real
City, State, ZIP+4® San Diego, CA 92130

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

310 EAST ST 72401
JUL 02 2020
Postmark Here

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <u>X</u></p> <p>B. Received by (Printed Name) <u>TMS</u></p> <p>C. Date of Delivery <u>JUL 02 2020</u></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>Is delivery address different from item 1? <input type="checkbox"/> Yes or delivery address below: <input type="checkbox"/> No</p>
<p>Realty Income Corporation ATTN: Portfolio Management 11995 El Camino Real San Diego, CA 92130</p>	
<p>Barcode: 9590 9402 5212 9122 3613 47</p> <p>2. Article Number (transfer from service label) 7020 0090 0000 7686 2959</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053 1660 N church Domestic Return Receipt</p>	

3. Service type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®
- red Mail
red Mail Restricted Delivery
r \$500



Legislation Details (With Text)

File #:	RES-20:174	Version:	1	Name:	MUNICIPAL LIEN ON PROPERTY LOCATED AT 719 W. MONROE, PARCEL 01-143134-18400, JONESBORO, ARKANSAS 72401, OWNED BY DALTON MASHBURN
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 719 W. MONROE, PARCEL 01-143134-18400, JONESBORO, ARKANSAS 72401, OWNED BY DALTON MASHBURN				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	719 W. Monroe				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 719 W. MONROE, PARCEL 01-143134-18400, JONESBORO, ARKANSAS 72401, OWNED BY DALTON MASHBURN

LEGAL DESCRIPTION: The West Half of Lot 4 in Block "C" of Nisbett's Addition to the City of Jonesboro, Arkansas.

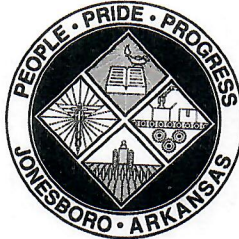
WHEREAS, Dalton Mashburn, the owner of record, was properly notified of a code violation at 719 W. Monroe, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement office corrected the code violation using city funds in the amount of \$175.00; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-15-903.

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

1. The city should proceed with placing a lien on the property located at 719 W. Monroe, Jonesboro, AR 72401.



CITY OF JONESBORO

Code Enforcement

Request For Invoice

Date: 07-21-20

To: Tosha Moss

Property Address: 719 W Monroe APN# 01-143134-18400
Jonesboro, AR 72401

Need to send the following charges to this person.

Property Owner: Dlaton Mashburn
6516 Rustic Lane
N Little Rock, Ar 72118

<u>ITEMS</u>	<u>AMOUNTS</u>
Mowing & Trim Yard	\$ 60.00
Admin Fees	\$ 100.00
Filing Fees	\$ 15.00
<hr/>	
Total	\$ 175.00

Thank you,

Mike McQuay
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Dalton Mashburn
6516 Rustic Ln
North Little Rock, AR 72118

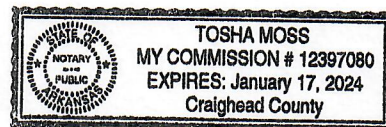
RE: 719 W. Monroe, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 7 day of July, 2020.

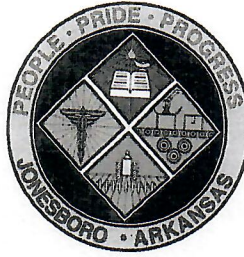
Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 7 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 07/06/2020

TO: MASHBURN DALTON T
6516 RUSTIC LANE
N LITTLE ROCK, AR 72118

In regards to property located at

719 W MONROE AVE
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the property is overgrown. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by 07/13/20. If the issue is not corrected by the date listed, the City will mow and wed eat the property using an outside contractor, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section 1. Sec. 30-5 - Overgrown Grass, Weeds, Vines, or Low hanging Limbs
2. Sec. 30-5 - Unsightly or Unsanitary Conditions

Robinson, Aaron

870-351-2572

Code Enforcement Officer



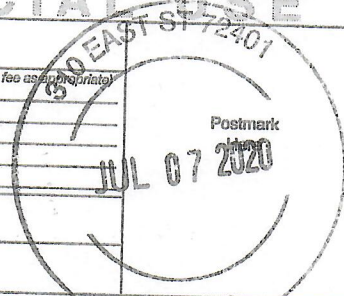
City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403



Dalton Mashburn
6516 Rustic Lane
North Little Rock AR 72118

7019 0160 0000 8545 2747

FIRST CLASS SERVICE	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Dalton Mashburn	
Street and Apt. No., or PO Box No.	
6516 Rustic Lane	
City, State, ZIP+4®	
N Little Rock AR 72118	
PS Form 3800, April 2015 PSN 7530-02-000-9047	
See Reverse for Instructions	





Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

Dalton Mashburn
6516 Rustic Lane
Little Rock, AR 72118

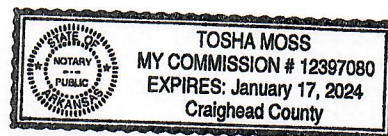
RE: 719 W. Monroe, Jonesboro, AR 72461

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 30 day of July, 2020.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 30 day of July, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



DATE	INVOICE NO
7/21/2020	0063705

BILL TO
Dalton Mashburn 6516 Rustic Lane Little Rock, AR 72118

DUE DATE
7/31/2020
BALANCE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE

1,310.00

July 2020 Code Enforcement Charges Parcel #01-143134-18400:

Filing Fee- 719 W Monroe	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee- 719 W Monroe	1.00	100.00	100.00	0.00	0.00	100.00
Mowing- 719 W Monroe	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 175.00 0.00 0.00 175.00

If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.


Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Dalton Mashburn
Customer No: 020515
Account No: 0035098 - Mowing Account #01-143134-18400

DUE DATE	INVOICE NO
7/31/2020	0063705

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

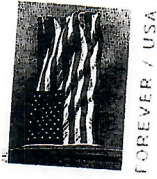
Invoice Total: 175.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 1,485.00

INVOICE BALANCE: \$175.00
AMOUNT PAID: _____



City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

*Dalton Maskbun
6516 Rustic Ln
Little Rock, AR 72118*



U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee each time)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sender

Dalton Mashburn USPS

Street and Apt. No., or P.O. Box No.

6516 Rustic Ln

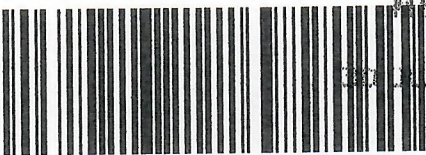
City

Little Rock, AR 72118

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL



MEMPHIS TN 380

JUL 30 2020 PM 2 L

7020 0090 0000 7686 1617

City of Jonesboro
 Office of Code Enforcement
 P.O. Box 1845
 Jonesboro, AR 72403



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Dalton Mashburn
6516 Rustic Ln
Little Rock, AR 72118



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Legislation Details (With Text)

File #:	RES-20:175	Version:	1	Name:	LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREFIGHTERS PENSION PLANS
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREFIGHTERS PENSION PLANS				
Sponsors:	Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREFIGHTERS PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and,

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and,

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and,

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #:	RES-20:176	Version:	1	Name:	LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX				
Sponsors:	Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and,

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law.

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

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property, the taxes are at the rate of 2 mills on the dollar, and on all personal property, excepting household goods, the rate is 2 mills on the dollar.



Legislation Details (With Text)

File #:	RES-20:177	Version:	1	Name:	LEVY A ONE HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS				
Sponsors:	Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404, to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and,

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and,

WHEREAS, the above law requires an annual levy be made by the City council, and certified to the county clerk; and,

WHEREAS, The City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods; and,

WHEREAS, the city has consolidated administration of its policemen's pension and relief fund with the Arkansas Local Police and Fire Retirement System.

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:178	Version:	1	Name:	AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO RECEIVE GRANT FUNDING OF \$2,664,809 FROM THE CORONAVIRUS RELIEF FUND
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO RECEIVE GRANT FUNDING OF \$2,664,809 FROM THE CORONAVIRUS RELIEF FUND				
Sponsors:	Grants, Finance, Mayor's Office				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Coronavirus Relief Fund Program Sub-Recipient Agreement Cares Act Exec Certification				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO RECEIVE GRANT FUNDING OF \$2,664,809 FROM THE CORONAVIRUS RELIEF FUND

WHEREAS, the City of Jonesboro has been allocated a grant for approximately \$2,664,809 from the Coronavirus Relief Fund (CRF) created by the State of Arkansas and managed by the Arkansas Department of Finance and Administration (DFA); and

WHEREAS, All CRF Program funds (and each CRF Request) are subject to section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, The State of Arkansas and the DFA are authorized to rely upon this certification as a material representation made by the City of Jonesboro in connection with each CRF Request; and

WHEREAS, The State of Arkansas and the DFA are authorized to rely upon this certification as a material representation made by the City of Jonesboro Participant in connection with each CRF Request; and

WHEREAS, the CRF grant is 100% funded and therefore is no cost to the City of Jonesboro.

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

SECTION 1: The City of Jonesboro will enter into an agreement with the Arkansas Department of Finance and Administration (DFA) regarding the receipt of the Coronavirus Relief Fund.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City of Jonesboro City Council to execute all documents necessary to effectuate this agreement.

Arkansas Department of Finance and Administration

Coronavirus Relief Fund Program Sub-Recipient Agreement For Municipalities and Counties

DEFINITIONS

- A. "Authorized Agents" shall mean those persons authorized to legally bind the Municipality or County and designated with such authority on Attachment A.
- B. "Authorized User" shall mean an administrative person who is allowed access to the system for date entry, documentation upload and other clerical functions.
- C. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- D. "Designation of Authority" shall have the meaning set forth in Articles V and VII of this Agreement.
- E. "Events of Default" shall have the meaning set forth in Article XVII of this Agreement.
- F. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- G. "FEMA" shall mean the Federal Emergency Management Agency.
- H. "Final Expense Report" shall mean a report which lists all expenditures made by a Municipality or County using CRF Funds and which contains a statement executed by a Representative that there are no other outstanding commitments or obligations for which reimbursement will be sought under this Agreement.
- I. "Funds" shall mean any CARES Act, Coronavirus Relief Funds (CRF) funds advanced or transferred to the Municipality or County for reimbursement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- J. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Municipality or County or Sub-sub-Recipient to carryout part of a Federal program per 2 C.F.R. §200.74.
- K. "Representative" shall refer to the individual set forth in Article V of this Agreement authorized by the Municipality or County to act on behalf of the Municipality or County.
- L. "Request for Reimbursement" shall have the meaning set forth in Article VII of this Agreement.
- M. "STATE" shall mean the State of Arkansas.
- N. "Subaward" shall mean an award provided by a Municipality or County to a Sub-sub-recipient to carry out part of a Federal Award received by the Municipality of County per 2 C.F.R. §200.93.
- O. "Sub-sub-Recipient" shall mean a non-Federal entity, such as a local entity, that receives a subaward from a Municipality or County to carry out part of a Federal program per 2 C.F.R. §200.93.

SUBAWARD INFORMATION

The following Agreement information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Municipality or County name:

Municipality or County unique entity identifier:

Federal Award Date:

Name of Federal Awarding Agency:
Name of Pass-through entity:
Catalog of Federal Domestic Assistance (CFDA) Number and Name:

ARTICLE I REPRESENTATIONS

A. The Municipality or County represents that it is fully qualified and eligible to receive the Coronavirus Relief Funds (CRF).

B. The Municipality or County certifies that it has the legal authority to receive the Funds under this Agreement and it certifies that the undersigned person has the authority to legally execute and bind the Municipality or County to the terms of this Agreement.

C. The Municipality or County, by its decision to receive the Funds, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the STATE, the Federal Awarding Agency, or any other STATE or Federal agencies with audit, regulatory, or enforcement authority.

D. The STATE received the Funds from the Federal government, and the STATE has the authority to transfer such Funds to the Municipality or County under the terms and conditions outlined herein.

E. The STATE, as the Pass-through entity for the Funds, reserves the right to demand that the Municipality or County comply with all applicable Local, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used in accordance with Section 601(a) of the Social Security Act as implemented in the CRF Guidance.

ARTICLE II RESPONSIBILITIES

A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized most effectively and efficiently to respond to and recover from COVID-19.

B. Both the STATE and the Municipality or County are expected to remain in compliance with the US Treasury CRF Guidance, the US Treasury CRF FAQ, and the US Treasury OIG Memoranda, as outlined in Exhibits 1, 2, and 3 or as may be amended by the US Treasury from time to time. The STATE's reimbursement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality or County shall return any Funds received for such expenditure to the STATE in accordance with the provisions of Article X of this Agreement.

ARTICLE III TERMS OF AGREEMENT

A. This Agreement shall become effective upon its execution by both Parties and shall end upon formal notification by the US Treasury or its designee that the use of all Funds has been accounted for and accepted, unless terminated earlier as specified elsewhere in this Agreement.

B. The STATE may terminate this Agreement for cause after seven (7) days written notice sent to the Municipality or County by first-class mail or email. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, failure to comply with reimbursement or audit requirements and refusal by the Municipality or County to permit STATE access to any document, paper, letter, or other material subject to disclosure under applicable State laws, as amended. Upon such termination, the Municipality or County shall, within ten (10) days, return all unexpended Funds to the STATE.

C. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

D. In the event that this Agreement is terminated, and upon the Municipality or County's receipt of the notice of termination, the Municipality or County will not incur new expenditures with the expectation of such expenditures being reimbursed with Funds by the STATE.

ARTICLE IV LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

- A. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and
- C. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

ARTICLE V CONTACTS

The STATE 's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the State's 's liaison with the Municipality or County. As part of his/her duties. The Contract Manager for the STATE shall monitor, review, and document all activities and expenditures for which the Municipality or County requests reimbursement.

In addition, any notice or other communication required under this Agreement shall be in writing and sent to the address below. Notices shall be given by and to Paul Louthian on behalf of the State, and by and to the Municipality or County signatory, on behalf of the Municipality of County, or such designee as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

A. The STATE's Contract Manager for this Agreement is:

Name: Paul S. Louthian, CPA
Title: State Comptroller
Address: 1509 West Seventh Street, Suite 403
Little Rock, AR, 72201
Telephone: 501-682-1675
Email: CARESActIssues-PaulLouthian@dfa.arkansas.gov

B. The name and address of the Representative of the Municipality or County ("Representative") responsible for the administration of this Agreement is:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

C. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other Party in writing via letter or electronic mail. It is the Municipality or County's responsibility to authorize its users in the STATE's On-Line Portal (to be provided). Only the Authorized

Agent identified in Attachment A to this Agreement ("Designation of Authority") may authorize the addition or removal of Authorized Users.

ARTICLE VI ELIGIBLE EXPENDITURES

A. The Municipality or County may seek reimbursement under this Agreement for the following CRF eligible expenditures incurred during the period beginning March 1, 2020 and ending December 15, 2020:

1. FEMA Public Assistance (PA) local match eligible expenditures;
2. CRF eligible governmental operations expenditures as set out in Exhibit 1;
3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the STATE.

B. The Municipality or County shall return to the STATE any Funds for projects not completed by December 15, 2020 as required by Article X of this Agreement.

C. Requests for Reimbursement by the Municipality or County for (1) CRF eligible governmental operations expenditures, and (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the STATE shall be governed by the requirements and procedures set forth in Article VI (F) and (G) below.

D. Prior to the disbursement of any Funds, an Authorized Agent of the Municipality or County shall provide all documentation of expenditures for which reimbursement is requested to the STATE via the STATE's On-line Portal. The STATE will then review said documentation for sufficiency and costs for eligibility, and if the STATE determines that the expenditures are eligible for reimbursement, will reimburse the Municipality or County for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the STATE requires additional documentation to determine eligibility, the Authorized Agent for the Municipality or County shall timely provide such documentation upon written request from the STATE. If the STATE determines that the expenditures are not eligible for reimbursement, then no Funds will be disbursed to the Municipality or County for said expenditures.

E. If any expenditure for which the Municipality or County received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality or County shall return any Funds received from the STATE for such expenditure to the STATE in accordance with the provisions of Article X of this Agreement .

ARTICLE VII REQUESTS FOR REIMBURSEMENT

The STATE, subject to availability of Funds, will provide Funds on a cost reimbursement basis to the Municipality or County for eligible expenditures approved by the STATE.

A. Any request for reimbursement by the Municipality or County under this Agreement (a "Request for Reimbursement") must include a certification, signed by the Chief Executive of the Municipality or County, which reads as follows: "By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in this Agreement".

B. The Municipality or County must designate at least one (1) Authorized Agent to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality or County. Multiple Authorized Users may be designated on Attachment A that will be assigned to perform data entry, documentation upload or other clerical functions. Please note: Changes to Authorized Users must be made in writing via letter or electronic mail. Attachment A must be completed and submitted via letter or electronic mail to the STATE Contract Manager (see Article V).

C. The STATE will review all Requests for Reimbursement and only release Funds for eligible, documented expenditures.

D. The STATE reserves the right to require on an ongoing basis, including after the disbursement of Funds, any additional certifications and documentation it deems necessary to continue to verify the eligibility of expenditures for which the Municipality or County received Funds for reimbursement.

ARTICLE VIII PROCUREMENT

A. The Municipality or County shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal, State and local laws and regulations.

B. If the Municipality or County contracts with any Contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality or County must ensure that any agreement complies with all applicable law and ensure that the STATE and its employees and the Municipality or County and its employees are indemnified and held harmless from liability to third parties for claims asserted under such contract.

ARTICLE IX PAYMENTS

A. Requests for Reimbursement serve as invoices and shall include the supporting documentation for all costs of the project, services or expenditures in detail sufficient for a proper pre-audit

and post-audit thereof. The final Request for Reimbursement shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If Funds are not available to satisfy a Request for Reimbursement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the STATE's Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the STATE to make any further payment of Funds shall terminate, and the Municipality or County shall submit its final report within thirty (30) days of receiving notice from the STATE.

ARTICLE X REPAYMENT OF FUNDS

A. All returns or repayments of Funds due to the STATE under this Agreement are due no later than ten (10) days from the date of written notification by the STATE that such Funds are due, and shall be made payable to the order of "Arkansas Department of Finance and Administration" and be mailed directly to the Contract Manager (as stipulated in Article V).

B. If the payment is not received within ten (10) days, the Municipality or County understands and agrees that the STATE may withhold or offset Funds from the Municipal General or County General Distributions payable to the Municipality or County until the return or repayment of any/all Funds to the STATE under this Agreement are satisfied.

ARTICLE XI RECORDS

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the STATE, or any of the STATE's authorized representatives, (e.g. the Office of the Inspector General and Arkansas Legislative Audit), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality or County or any Contractors, subcontractors or consultant which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Municipality or County's personnel for the purpose of interview and discussion related to such documents.

B. As required by the STATE record retention requirements as set out at Ark. Code Ann § 25-18-604 and by the Treasury OIG Memoranda (Exhibits 3), the Municipality or County shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. The Municipality or County shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of Funds for a period of five (5) years after the last disbursement of Funds by the STATE. If any litigation or audit is initiated, or

claim made, before the expiration of the five (5)-year period, the records shall be retained until the litigation and all appeals, audit, or claim has been resolved.

D. As required by 2 C.F.R. §200.303, the Municipality or County shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the STATE designates as sensitive or the Municipality or County considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

E. The Municipality or County shall maintain all records for the Municipality or County and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

ARTICLE XII MONITORING

A. The STATE shall have the right to monitor the performance of the Municipality or County under this Agreement, as well as that of its Contractors, subcontractors and/or consultants who are paid from Funds provided under this Agreement.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by STATE staff, desk reviews and/or other procedures. The Municipality or County agrees to cooperate with any monitoring procedures/processes deemed appropriate by the STATE.

ARTICLE XIII AUDITS

A. The Municipality or County shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of Funds under this Agreement, the Municipality or County shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

D. In the event that the Municipality or County meets the \$750,000 aggregate threshold that requires a federal compliance audit, the completed audit must be uploaded by the Municipality or County into the State Portal.

1. If an audit shows that any Funds disbursed to the Municipality or County were not used by the Municipality or County in accordance with the terms and conditions of this Agreement, the Municipality or County shall return said Funds to the STATE in accordance with the provisions of Article X of this Agreement.
2. The Municipality or County shall cooperate with any audit requests conducted for the STATE or the Contractor by the Department of Inspector General, Arkansas Legislative Audit, or any Federal agency.
3. The Municipality shall have all federal compliance audits completed by an independent auditor, which is defined in Ark. Code Ann. § 17-12-301. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the STATE no later than nine (9) months from the end of the Municipality or County's fiscal year.
4. The Municipality or County shall send copies of the audit and any Management Letters issued by the auditor to the STATE's Contract Manager.

ARTICLE XIV MANDATED CONDITIONS

A. Execution of this Agreement constitutes a certification that the Municipality or County will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality or County must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality or County agrees to comply with the Americans with Disabilities Act (Public Law 101- 336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

C. The Municipality or County shall require that the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) that all such sub-subrecipients shall certify and disclose to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Municipality or County is unable to obtain and provide such certification, then the Municipality or County shall attach an explanation to this Agreement as to why not.

ARTICLE XV LOBBYING PROHIBITION

The Municipality or County certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Funds received by Municipality or County under this Agreement have been paid or will be paid, by or on behalf of the Municipality or County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any monies, other than Funds received by Municipality or County under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Municipality or County shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality or County shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XVI LIABILITY AND INDEMNIFICATION

The Municipality or County is solely responsible to the parties it deals with in carrying out the terms of this Agreement. To the extent and within the limitations of Ark. Code Ann. § 21-9-301, the Municipality or County shall be responsible for and agrees to indemnify and hold harmless and defend the STATE and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality or County, its officers, agents, employees, or subcontractors in its performance under this Agreement.

To the extent and within the limitations of Ark. Code Ann. § 21-9-301 and applicable state Statutes, as amended, the Municipality or County shall pay all claims and losses caused by the Municipality or Counties breach of this Agreement, and shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality or County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality or County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the STATE or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality or County agrees that it is not an agent of the STATE. Nothing herein shall be construed as consent by the STATE to be sued by third parties in any matter arising out of any contract.

ARTICLE XVII EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the STATE to make further payment of Funds shall terminate and the STATE has the option to exercise any of its remedies as set forth in Article XVIII:

- A. Any warranty or representation made by the Municipality or County in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality or County fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

ARTICLE XVIII REMEDIES

If an Event of Default occurs, then the STATE shall timely provide written notice of the Event of Default to the Municipality or County. If the Municipality or County fails to cure the Event of Default within seven (7) days after receipt of such notice from the STATE, the STATE may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality or County is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Municipality or County return to the STATE any Funds used for ineligible purposes.
- D. The Municipality or County agree that the STATE may set-off funds otherwise payable to the Municipality or County until the return or repayment of any Funds due to the STATE under this Agreement is satisfied.
- E. Debar the Municipality or County from consideration for award of purchases or contacts as permitted by federal and state law and regulation.
- F. Exercise any other rights or remedies which may be permitted by law or in equity.

No delay or omission to exercise any right, power, or remedy accruing to the STATE upon breach or violation by the Municipality or County under this Agreement, shall impair any such right, power or remedy of the STATE; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

ARTICLE XIX EXHIBITS AND ATTACHMENT

- A. All Exhibits and the Attachment to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits and Attachment, the language of the Exhibits and Attachment shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following Exhibits and Attachment:
 - 1. **Exhibit 1** - Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments - September 2, 2020;
 - 2. **Exhibit 2** - Coronavirus Relief Fund Frequently Asked Questions - Updated September 2, 2020; Later one should be referenced.
 - 3. **Exhibit 3** - Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements - July 2, 2020;

- a. **Addendum 3-1** - Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting Requirements Update - July 31, 2020;
4. **Attachment A** – Certification, and, where applicable, Designation of Authority.

ARTICLE XX NON-ASSIGNMENT OF AGREEMENT

Neither the STATE nor the Municipality or County may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

ARTICLE XXI LIMITATION ON RIGHTS OF OTHERS

The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

ARTICLE XXII BINDINGS ON SUCCESSORS

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

ARTICLE XXIII SEVERABILITY

If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

ARTICLE XXIV GOVERNING LAW

This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Arkansas, without regard to any conflicts of law principles, decisional

law or statutory provision that would require or permit the application of another jurisdiction's substantive law. Venue or location for any legal action arising under this Agreement will be in Pulaski County, Arkansas.

ARTICLE XXV ENTIRE AGREEMENT

This Agreement and its Exhibits and Attachment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

ARTICLE XXVI HEADINGS

Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

In acknowledgment of the mutual consideration herein, the parties hereby certify that they have read this entire Agreement and will comply with all of its requirements.

**ARTICLE XXVII
SIGNATURE AUTHORITY**

The Municipality or County certifies that it has the authority and approval from the governing body to execute this agreement and to request reimbursement from the STATE from the allocation of the CRF provided to the STATE for eligible expenditures. The Municipality or County also certifies that its Chief Executive, or designee, is authorized to sign "Attachment A" to this Agreement on behalf of the Municipality or County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective upon the last date set forth below.

By my signature below, I attest that I am authorized by the City Council/Commission or County Judge to execute any and all documents as required by the State in order to receive CARES Act funds.

Municipality or County

By: _____

Date: _____

Printed Name and Title: _____

Arkansas Department of Finance and Administration

By: _____

Date: _____

Printed Name and Title : _____

ATTACHMENT A
CORONAVIRUS RELIEF FUND ACCEPTANCE CERTIFICATION

I, _____, certify that I am the Chief Executive Officer (Chief Executive) of _____, Arkansas (Participant) and, on behalf of the Participant, I hereby certify, represent, warrant and agree that:

1. I have the authority to bind the Participant by this certification and to make each Coronavirus Relief Fund (CRF) Request seeking direct payment and/or reimbursement whether now or hereafter requested from the CRF Program created by the State of Arkansas and managed by the Arkansas Department of Finance and Administration (DFA); and

2. All CRF Program funds (and each CRF Request) are subject to section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

3. The State of Arkansas and the DFA are authorized to rely upon this certification as a material representation made by the Participant (and by me, as the Chief Executive Officer of the Participant) in connection with each CRF Request; and

4. Each CRF Request meets the CARES Act qualifications and requirements including but not limited to the following:

a. All expense payment and reimbursement requests only qualify if: (i) necessary expenditures directly incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) such are not being accounted for in the budget most recently approved as of March 27, 2020, for the Participant; and (iii) having been incurred during the period that begins March 1, 2020 and ends on December 15, 2020; and

b. Each CRF Request adheres to federal guidance issued or to be issued on what constitutes a necessary expenditure; and

c. Each CRF Request is submitted with appropriate documentation, including payroll records, invoices, sales receipts, etc.; and

d. CRF Program funds as made available by any CRF Request are not used as a revenue replacement for lower than expected tax or other revenue collections; and

e. CRF Program funds as made available by any CRF Request are not used to reimburse or pay expenditures for which any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) was received for the same expense.

5. Failure of any CRF Request to meet any CARES Act qualifications and requirements, or if there is any misrepresentation made by the Participant related to this certification, shall require, upon any request of the DFA, that the Participant repay to the State of Arkansas the related CRF Program funds.

ATTACHMENT A

6. To the extent that any CRF Request submitted by the Participant seeks to pay or reimburse any COVID-19 related expenses incurred by another political subdivision located within the same jurisdiction as the Participant, by this certification, the Participant is making the same certifications, representations, warranties and agreements as set forth above in regards to such a CRF Request and for which the Participant shall be fully and legally responsible.

I certify under the penalties of perjury that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

[Print Participant Name here]

By: _____

Signature: _____

Title: _____

Date: _____

STATE OF ARKANSAS)

)

COUNTY OF _____)

SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the [Title = Chief Executive Officer] of [Participant's Name], and I acknowledge the execution of the foregoing.

Witness my hand and Notarial Seal this ____ day of ____, 2020.

My Commission Expires:

Notary Public Residing in _____ County,
Arkansas

(Printed Signature)

IN ORDER TO HAVE ANY COVID-19 RELATED EXPENSES REIMBURSED, THIS FULLY EXECUTED AND NOTARIZED CORONAVIRUS RELIEF FUND ACCEPTANCE CERTIFICATION MUST BE E-MAILED AND SENT VIA U.S. MAIL TO THE FOLLOWING ADDRESS: E-mail Address: CaresActIssues-PaulLouthian@dfa.arkansas.gov

U.S. Mail: Arkansas Department of Finance and Administration
1509 West 7th Street, Suite 403
Little Rock, AR 72201



Legislation Details (With Text)

File #:	RES-20:179	Version:	1	Name:	AGREEMENT WITH UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR A \$2,000,000 GRANT AWARD
Type:	Resolution	Status:			To Be Introduced
File created:	10/7/2020	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK INTO AN AGREEMENT WITH UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR A \$2,000,000 GRANT AWARD				
Sponsors:	Grants, Engineering, Finance, Mayor's Office				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	EDA Grant, RD Award Letter City of Jonesboro 08-01-05393 EDA Grant, CD-450 City of Jonesboro 08-01-05393 RD Signed				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK INTO AN AGREEMENT WITH UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR A \$2,000,000 GRANT AWARD
WHEREAS, the City of Jonesboro has been awarded a grant for \$2,000,000 from the United States Department of Commerce's Economic Development Administration (EDA) for a rail expansion at the Craighead Technology Park, and

WHEREAS, the \$2,000,000 in project funding from the EDA shall be used on Phase 2 of the Jonesboro Industrial Lead Rail Expansion Plan ("Plan"); and

WHEREAS, the EDA funding shall be combined with funds received from the Delta Regional Authority (DRA) grant of \$509,090 with \$9,090 used for administration fees for the local match of the \$2,000,000, resulting in a total of \$2,500,000 for Phase 2 of the Plan; and

WHEREAS, the EDA funding is subject to the City of Jonesboro receiving the DRA grant; and

WHEREAS, the rail infrastructure improvements are projected to create 105 new jobs and retrain 405 jobs; and

WHEREAS, the EDA grant and DRA grant funds equal 100% of this project there will be no cost to the City of Jonesboro.

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

SECTION 1: The City of Jonesboro will enter into an agreement with the United States Department of Commerce's Economic Development Administration (EDA) regarding the \$2 million grant.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City of Jonesboro City Council to execute all documents necessary to effectuate this agreement.



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

In reply refer to:
EDA Award No. 08-01-05393

Mayor Harold Perrin
City of Jonesboro, AR
300 South Church St.
Jonesboro, AR, 72403-1845
hperrin@jonesboro.org

Dear Mayor Perrin:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved a Financial Assistance Award for \$2,000,000. This EDA investment will support the rail expansion at the City of Jonesboro Industrial Park.

Enclosed is the Financial Assistance Award. To accept the grant award, please sign the Financial Assistance Award document. Your signature may be completed either electronically with a secured system or in ink. The executed document must be returned electronically to Susan Geist at sgeist@eda.gov. Your signature indicates your acceptance of the terms and conditions for the grant award. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void."

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Jorge D. Ayala
Regional Director

Cc: Regina Burkett, Cody Shreve

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

RECIPIENT NAME

PERIOD OF PERFORMANCE

STREET ADDRESS

FEDERAL SHARE OF COST

\$

CITY, STATE, ZIP CODE

RECIPIENT SHARE OF COST

\$

AUTHORITY

TOTAL ESTIMATED COST

\$

CFDA NO. AND NAME

PROJECT TITLE

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (April 2019)

R & D AWARD

FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE

SPECIAL AWARD CONDITIONS

LINE ITEM BUDGET

2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS,
AS ADOPTED PURSUANT TO 2 CFR § 1327.101

48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES

MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.

OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE