



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, August 18, 2020

5:30 PM

Municipal Center

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### **PUBLIC SAFETY COMMITTEE MEETING AT 5:00 P.M.**

*Council Chambers, Municipal Center*

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

#### **2. PLEDGE OF ALLEGIANCE AND INVOCATION**

#### **3. ROLL CALL BY CITY CLERK DONNA JACKSON**

#### **4. SPECIAL PRESENTATIONS**

**COM-20:043** Update from Police Chief Rick Elliott on the Police Department and the Current Environment Across the Country

**Sponsors:** Police Department

#### **5. CONSENT AGENDA**

*All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.*

**MIN-20:074** MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 4, 2020

**Attachments:** [CC Minutes 08042020](#)

**RES-20:112** A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 18 (SOUTHWEST DRIVE)/MAIN STREET AND HIGHWAY 18 (E. HIGHLAND DRIVE)/W. HIGHLAND DRIVE

**Sponsors:** Engineering

**Attachments:** [Traffic Control Device Agreement - Hwy 18 SE Drive-Main Street and Hwy 18 E](#)

**Legislative History**

8/4/20	Public Works Council Committee	Recommended to Council
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**RES-20:113** A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 49 (STADIUM BLVD.) AND I-555 EAST BOUND OFF-RAMP

**Sponsors:** Engineering

**Attachments:** [Traffic Control Device Agreement - Hwy 49](#)

**Legislative History**

8/4/20	Public Works Council Committee	Recommended to Council
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**RES-20:115** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2020 ANNUAL BUDGET FOR ADDITIONAL CAPITAL IMPROVEMENT PROJECTS AND FIXED ASSET PURCHASES

**Sponsors:** Finance, Police Department, Engineering, Building Maintenance, Fire Department, Streets, Information Systems and Parks & Recreation

**Attachments:** [Mid-Year 2020 Budget Appropriations Request](#)  
[Letters of Support for Shooting Sports Complex 08102020](#)  
[Cap Imp and Fixed Asset Requests, 8-11-20 Finance Com. Brief](#)

**Legislative History**

8/11/20	Finance & Administration Council Committee	Recommended to Council
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*ITEMS REMOVED FROM THE CONSENT AGENDA*

**RES-20:111** A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BRIDGE LIGHTING

**Sponsors:** Engineering

**Legislative History**

8/4/20	Public Works Council Committee	Recommended to Council
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**RES-20:116** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM.

**Sponsors:** Grants

**Attachments:** [HCSI Subrecipient Agreement](#)

**Legislative History**

8/11/20	Finance & Administration Council Committee	Recommended to Council
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**RES-20:117** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR A PARKING LOT AND ENTRANCE ACCORDING TO THE 2020 ANNUAL ACTION PLAN

**Sponsors:** Grants

**Attachments:** [MOU for Recovery, Inc.](#)

**Legislative History**

8/11/20	Finance & Administration Council Committee	Recommended to Council
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**RES-20:118** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM

**Sponsors:** Grants

**Attachments:** [WENA Subrecipient Agreement](#)

**Legislative History**

8/11/20	Finance & Administration Council Committee	Recommended to Council
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## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

**ORD-20:030** AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS

**Sponsors:** Mayor's Office

**Legislative History**

8/4/20	Public Works Council Committee	Recommended to Council
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**ORD-20:032** AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR EMERGENCY STORM WORK TO REPAIR TRAFFIC SIGNALS AFTER THE MARCH 28, 2020 TORNADO.

**Legislative History**

8/11/20	Finance & Administration Council Committee	Recommended to Council
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## **7. UNFINISHED BUSINESS**

### *ORDINANCES ON SECOND READING*

**ORD-20:031** AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES OF JONESBORO, ARKANSAS, FROM C-3, GENERAL COMMERCIAL DISTRICT TO RS-7 SINGLE FAMILY RESIDENTIAL DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 3515 LONGCREST DRIVE AS REQUESTED BY CARLOS WOOD ON BEHALF OF B & T LAND COMPANY, LLC.

**Attachments:**    [Application](#)  
                          [Rezoning Plat](#)  
                          [Staff Summary - City Council](#)  
                          [Pictures of Rezoning Signs](#)  
                          [TURMAN LONGCREST REZONING-REV071020](#)  
                          [USPS Receipts](#)  
                          [Warranty Deed](#)

**Legislative History**

8/4/20                      City Council                      Held at one reading

**ORDINANCES ON THIRD READING**

**ORD-20:025**    AN ORDINANCE TO VACATE AND ABANDON A 40' DRAINAGE AND UTILITY EASEMENT LOCATED ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF JONESBORO CITY WATER AND LIGHT

**Attachments:**    [Abandonment concurrence - 2610 Nestle Way](#)  
                          [Notice](#)  
                          [Petition](#)  
                          [Plat](#)  
                          [utility letters](#)

**Legislative History**

7/21/20                      City Council                      Held at one reading  
8/4/20                      City Council                      Held at second reading

**8. MAYOR'S REPORTS**

**COM-20:041**    JULY 2020 FINANCIAL REPORTS

**Attachments:**    [Financial Overview July 2020](#)  
                          [Observations Regarding July 2020 Financial Statements](#)  
                          [Statement of Changes in FB, Required Reserve and STIP Balances Report July](#)  
                          [Deposit Collateralization Report July 2020](#)  
                          [Revenue Report July 2020.](#)  
                          [Expenditure Report July 2020](#)  
                          [Sales Tax Report \(Combined\) July 2020](#)  
                          [State Turnback Report \(Combined\) July 2020](#)

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes.*



**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-20:043    **Version:** 1    **Name:** Update from Police Chief Rick Elliott on the Police Department and the Current Environment Across the Country

**Type:** Other Communications    **Status:** To Be Introduced

**File created:** 8/13/2020    **In control:** City Council

**On agenda:**    **Final action:**

**Title:** Update from Police Chief Rick Elliott on the Police Department and the Current Environment Across the Country

**Sponsors:** Police Department

**Indexes:** Presentations

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Update from Police Chief Rick Elliott on the Police Department and the Current Environment Across the Country



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

<b>File #:</b>	MIN-20:074	<b>Version:</b>	1	<b>Name:</b>	MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 4, 2020
<b>Type:</b>	Minutes	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/5/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 4, 2020				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">CC Minutes 08042020</a>				

Date	Ver.	Action By	Action	Result
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MINUTES FOR THE CITY COUNCIL MEETING ON AUGUST 4, 2020



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, August 4, 2020

5:30 PM

Municipal Center

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### PUBLIC WORKS COMMITTEE MEETING AT 5:00 P.M.

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

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

#### 4. SPECIAL PRESENTATIONS

[COM-20:033](#)

Dr. Shane Speights, NYIT, to discuss research on the potential of the health impact of 5G technology

**Attachments:**

[City of Jonesboro Cell Towers](#)

[HWeinstock\\_5G email 07172020](#)

[Weinstock 5 email 08042020](#)

[Glover 5G email\\_08042020](#)

[Smith email 08042020](#)

[Kelley email 08042020](#)

[Weinstock 2 email 08042020](#)

[Weinstock email 08052020](#)

*Dr. Shane Speights gave a presentation that discussed the research of the health impact of 5G technology which is attached.*

*Councilmember Bobby Long said, thank you for your presentation. I didn't know a whole lot about this until a couple of weeks ago and it was brought to my attention by a constituent. I got with Mayor Perrin and we decided for public information and the safety of our city that we get this discussion going. I think you have shown that it is an important discussion to have. I think one of the things that I am not for sure that you mentioned, but it is my understanding that the FCC regulations on regulating cell phone uses has not been updated since 1996. So, it is 24 years old. So, there is virtually no regulation on this. When I was looking at this data, I really wasn't one way or the other, but I think that one of the things that I gathered from you and I want to get your opinion on this, is that it seems to me that there is so little data on this and there is a propensity for there to cause harm that it seems like me that one of the courses of action that we would need to do and I would ask the Mayor to consider this*

would be to put a map on our website as to where our 5G towers are so far in this city and identify where those towers are slated to go and also to review our IT policies as far as how we go about approving additional 5G towers whether it be through AT&T or Verizon. And, also, I think that some of those suggestions as far as limiting the further approval of 5G towers until more studies can be done or even until 2022 might be a good road to travel down, as well as if we decide to limit those towers until more studies are done and we can get a handle on exactly what we are doing to our city because one of the important things to realize is like Dr. Speights said before is that these towers, we require a lot of them. So, it is not just the radiation that you are getting from your cell phone, but it is the sheer number of 5G towers that is going to have to go up around this city because you have to have a line of sight for them to work. So, with the sheer number that is going to be emitting radiation 24/7, I think it would be wise for us to tread on this precaution and take precautionary measures until we can get a handle on what we are actually doing to our city and to the residents of our city. Would you agree with that Dr. Speights?

Dr. Speights said, that was a lot. Let me kind of paraphrase. I think that certainly a lot of cities are having this same debate and this same discussion and it is things like several of them as I mentioned in the presentation have kind of taken the wait and see approach. Again, this is non-ionizing radiation. Its' ability to penetrate the skin is not really founded. 5G is actually a higher frequency and as to your point, you have to have more of them because it doesn't just penetrate very far. It even, sometimes, doesn't penetrate through leaves and trees and rain and things like that so you have got to have more of them. So, that is where the caution or the question comes in, well, I have got to have more of them and I know that I have got all of these devices that are going to be communicating with it. And, that was one of the pieces that I ran into in the research was the sheer volume of devices that will be communicating on this type of platform, much more than we are using now from an ipad or an iphone or what have you. This that I go back to is the internet of things that basically communicates with everything whether it is a vending machine, there are a lot of things out there from a business standpoint and from a public use standpoint that would be communicating on these platforms. I can see where certain cities and locations would want to kind of do the wait and see. But, I will say to this point right now, and those different associations and societies including the FCC and the CDC, right now they don't have that scientific link to it causing actual cancer or harm or things like that. Most of those are in things that are rat studies or in petri dish studies or on bacteria or on things like that. And, so, we really just do not know, to be honest with you. It is hard for us to make a comment on 2G, 3G, and 4G and we are pretty much guessing on 5G because that technology has not been out at any length at all to make an educated guess on really. I am sorry that I can't be more concrete. This is certainly not a concrete issue on either side. Councilmember Long said, I think that would be a cause for caution because we can't be concrete one way or another and I am not really for sure if we want to expose that for the benefit of having our refrigerator tell us that we need to go buy eggs. You said 5G can't penetrate that far so if these towers were put high enough, what would be the radiation increase if they were put higher up? You said you didn't want a 4G tower put at ground level. Well, how far up does 5G tower have to be before it becomes relatively nonexistent to people on the ground? Dr. Speights said, I know where you are going with this and I don't really have the answer. That would be a technical question that I can't answer. I know that, again, through my reading one of the concerns is the 5G towers have to be lower. They almost have to be near a street lamp level is my understanding because they are weaker. They don't have a lot of power and so you have to have them closer to whoever the user is or the device is. I believe there is a minimum on the 4G towers of 150 feet that they have to be in the air. That non-ionizing radiation actually dissipates quickly as you get further away from the

tower. You mentioned something else which I think is already available. There is a website now where you can actually track, I think different towers that are within the city limits or within your geographic location. I actually went and looked myself to see how far away that my own home was from different towers and antennas and that sort of thing. So, that may already be publically available, I am not sure. Councilmember Long said, thank you. I do think it would be wise for us to review our IT policies until we get a better grasp on this 5G and know where those are going to be located and try to keep them away from schools.

City Attorney Carol Duncan said, it is actually in our Planning Department policies. We have that already. We have and we hired an expert actually. We hired an attorney or we didn't, City Water and Light hired an attorney because obviously it affects them as well. One of the things that the FCC required of cities and local utility companies is that we allow these to be coming on posts or poles that we already own, that was a requirement under the FCC. City Water and Light hired Jason Carter to help us draft our policy and we passed that about a year ago and we put every restriction that we were legally allowed to put under the federal law in it. We put as much control in as we could legally according to Jason Carter who does this statewide. City Water and Light obviously has interest in protecting their poles just as much as we have interest in making sure that somebody doesn't put it right in front of your picture window where you are looking out at the trees or whatever. So, we put as many restrictions I think as he said we were allowed under the federal law. But, it might be worth inviting Jason Carter to come and do a talk about what is and what is not allowable based upon what the federal government has given us.

Mayor Harold Perrin said, Councilmember Long, when you and I started our dialogue, probably a month ago I guess now, I called Jason Carter, who, again, drafted our ordinance and he represents all of the utilities and all of that stuff in Arkansas. He said he would be happy to come up to Jonesboro. What I thought we would do is that we would start with Dr. Speights and then we can bring in the one who actually drafted like Carol just mentioned, the ordinance so we can get right into the depth inside of that, but we will make sure that he covers what we want to hear in his presentation. Ms. Duncan said, and to be clear, he doesn't represent Verizon and AT&T and that kind of thing. He represents the people like cities and utility companies where Verizon and AT&T were going to be attempting to maybe force them to allow them to install on existing poles. It was to our benefit to have him here. He doesn't represent the actual 5G companies. Mayor Perrin said, and I can schedule that too. Councilmember Long said, I think that would be good. Also, I think that Dr. Speights had mentioned that there is also a website that people can go to see where those 5G towers are located and possibly where they are slated to go. I think that is something that would be good to have a link on our website. Mayor Perrin said, I think also too, if it were me, I would want all of the stuff that he talked about here on this PowerPoint. I am sure he would be glad to share that. Once we get that, we can send that out to all the councilmembers. Councilmember Long said, I appreciate that. Mayor Perrin said, that way it will give you every one of those and one night just start going down through and just pulling up and reading every one of them. Councilmember Long said, just to make it clear, I am not against 5G. I just want to make sure that what we are exposing our citizens to is safe and not only effective. Mayor Perrin said, I will make a note and Mike Downing will too that sometime tomorrow we will get Jason scheduled probably for the 18th, the next council meeting. But, I want to make sure that he understands what we are trying to get to so that when he comes up here from Little Rock, that he said that he would be glad to do that.

**Read**

[COM-20:039](#)

Presentation by Craig Light, City Engineer, on the status of construction projects.

**Attachments:**     [Construction Projects 8-3-20](#)

*City Engineering Director Craig Light gave a presentation update on the status of construction projects.*

*City Engineering Director Craig Light said, every Monday the Mayor holds a department head meeting where we go over our project lists and keep our sheets updated. Chief of Staff Mike Downing suggested that we present that list to the council tonight so you can see what we have going on. I believe the spreadsheet was sent out to everybody earlier today. I don't know if you have had a chance to look at it. I believe there were copies handed out here at the Municipal Center as well. I am not going to read through every item on here. But, the first set of projects are projects under construction. We have the Shooting Sports Complex, the Highway Department has a couple of jobs, the Hwy. 18 BNSF Overpass Project and the Caraway Road and Highland Drive Intersection Project. A couple of key things about those is that the Highway 18 overpass Project, they are planning on closing the Highland Drive railroad crossing next Tuesday and opening up the Watt Street bridge. And, so, traffic will be diverted over the bridge and then onto Cain Street. There will be a change in traffic pattern in that area next week. The Highway Department is preparing a press release on that which should go out on Thursday or Friday. That is going to be a big change in that area. We are going to have a bridge. Emergency services won't be blocked anymore by trains in that area. Actually, stage 4 of the project is the beginning of the overpass over Highland Drive over the railroad tracks there. That is pretty exciting. On the Caraway/Highland intersection, it is progressing along, but they do have a delay in getting their traffic signal equipment and it is about two months out. And, so, there may be some delays in that project as it proceeds. I think they are about finished up on the south side of the roadway. I think they will probably put down the rock or they have been putting down the rock and probably put asphalt and then they will move onto the north side of the roadway and start working on those northeast and northwest corners, but it will be some time before they get the temporary tract of the signals up and be able to do the changes inside the lanes. So, there is going to be a little bit of a delay on that because of equipment. Again, that is a Highway Department project. That is not one we are managing in-house. The Shooting Sports Complex Project at the top of the list, it is progressing well. I believe that we have a change order pending to have add some additional time to the project. If you will remember, when that project was originally bid we cut the shot curtain out of the project and we said we were going to try to find funds savings throughout the project to be able to fund the shot curtain and find a cheaper shot curtain. I believe we have achieved that. So, we are working on a change order that would reconcile the contract, get the shot curtain back in, and keep us below our original budget for the project. I have not seen the change order, but hopefully, there will be a deduction in the total contract amount plus we are going to get the shot curtain with that. So, that should be coming fairly soon. I talked to the architect about it yesterday afternoon about that.*

*The Veteran's Village Project is coming along well. I don't know if any of you have had a chance to drive by there, but they have got all of the foundations and slabs done except for one of the structures and they are preparing that now. They have actually started framing a few structures as well. So, it is starting to go vertical over there. They are making some progress on that project.*

*The next two projects currently underway are miscellaneous sidewalks and miscellaneous drainage. These are just projects that we do with the miscellaneous*

funds that the council has budgeted to us. On sidewalks, our next project is Aggie Road and then we will move over to East Street and we are going to try to get this downtown alley finally finished. City Water and Light is supposed to move in on the 10th to get their power lines final moves on those and get that one out of the way. We have a longer list of sidewalks. So, if anybody is interested in what our list looks like, we will be happy to provide that to you of ones that we want to get done this year. Basically, it is the list from our last lawsuit. We are going to go through there and try to get all of those completed before the end of this year. On miscellaneous drainage, again, we have an annual bid contract. They are working on a project over on Jefferson Avenue right now. They will move over to Amberwood Cove when that is done and then a small project out on Granite Pointe, Quail Ridge, Bennett Drive, but we just moved through that list as funds become available. So, some of those projects may carry over to the next budget cycle.

On the next page, there are projects that are funded, but are still in the design and planning phase. They are not ready to go to construction quite yet. We have been working on the Downtown to A-State Bike Trail Project, which is the Creath Street project that starts here at City Hall and goes down towards A-State. We are at 90% plans on it. We have 41 properties that we are going to have to acquire for that project. It is small slivers of frontage along the right-of-way. We are getting appraisals done on those now and then we will start going through the acquisition process for those pieces of property. So, that is the next phase on it. The University Heights Link Trail which is on the other side of the university, they have started the survey work on it to start the design process and get that thing ready to do. It will probably be another 18 months or so before it would go to construction as well. There is still some funding that we are still looking for to build that entire project. We have about a third of the funds we think it is going to take to actually build the entire project at this point.

The Railroad Spur out in the Industrial Park, we are reviewing the construction plans on that and it should have the agreement with the Federal Railroad Administration sometime this fall for the council to execute so we can actually put our hands on their \$2.3 million and actually start construction with that. That project is moving along well. Post Foods money is not available until October 1st, but Jonesboro Economic Development is moving forward with the acquisition of some property that we are going to need for the project so they are a contributor in the total cost of the project and the acquisition of the property was included in the grant in the total funding package so they are moving forward with acquisition now.

There are a lot of projects on this list and I don't intend to go through every one of them, but at the bottom of this page, you will see a list of a lot of ARDOT projects. These are the ones that if you will remember a few years ago, the city put in \$8.7 million that we put towards \$90 million in highway department construction projects. These are the projects that were from that original list and their current status. We have two of those that are going out to bid. Actually, tomorrow, those bids will open. The I-555, Highway 49 at Red Wolf interchange and improvements. The estimated cost is about \$7 million on it. The city's share is \$1.4 million and that \$1.4 million has been budgeted to spend this year on that project. So, assuming that the bids come in good and the Highway Department is ready to award, they will be expecting us to write that check to them for that \$1.4 million. The other project is the Southwest Drive, Main and Highland intersection. The bid opens tomorrow. The original estimated amount was \$1 million for that intersection improvement and that is what the city is obligated for. It is capped at \$1 million. So, anything above and beyond the \$1 million, the Highway Department is going to be picking up on that project. Hopefully, we see some good bids come in tomorrow on those. There are two other projects on here, the Highway 1B



*Project is set to bid in November of this year and the Highway 351/Airport Road Overpass project is set to bid in November of this year. So, there is going to be a lot of construction barrels up next year because we are still going to have the Highway 18 Project still going on and have the Interstate Project going. There is going to be a lot of construction continuing in Jonesboro for a while with the highway projects.*

*On the next page, we have some not funded, but council approved applications. These are grant funds applications projects that we are still trying to get developed in terms of getting some money in order to get them funded. We are looking at a 2nd Phase of our railroad spur project of about \$2.5 million to expand our storage capacity on the railroad out in the Industrial Park. For those of you that may or may not know, the city does own six miles of rail out in the Industrial Park that we manage and maintain. We are looking at enlarging that facility to better support the industry out there and allow them to grow. The other projects we have not heard if we have got the grants or not. I have put the dates on here for the MLK Trailhead Monuments. We should know around October if we have got funding. The Washington Trail will be around October. The A-State Link Bridge Trail is a build grant that we applied for and it is about \$8 million and that would be the overpass that would connect ASU to the Downtown Trail. So, we are hoping that the project gets funded, but we won't know until later in the year if it does. If it does, we will begin to hire a consultant to begin designing and moving that project forward. A couple of the other projects that we are working on that won't necessarily result in construction. We are in negotiations with a new track agreement with BNSF for the use of our track out in the Industrial Park. They want to make some changes to it and City Attorney Carol Duncan is helping with that. We are working through that issue. I am not sure exactly right now how good those negotiations are going. We are working on that one. Also, on here is the potential closing of two crossings, Fisher Street and Culberhouse. These are ones that the railroad have approached us about the possibility of closing those at grade crossings. We have been in conversations with them for some time about that. We have got some agreements that we have received and I don't think the Mayor is quite ready to bring that forward because the amount of money that they are offering is not where it should be yet.*

*We continue to work on our ADA Compliance audits. If you will remember, we hired an outside consultant after our last lawsuit to begin helping us develop a transition plan to get us into compliance with all of the ADA compliance. They have come in and trained a few people on sidewalk inspections. They have prepared a preliminary right-of-way transition plan. And, now, they are starting to move to the next which will be Joe Mack Campbell Park. They will go through and do a complete audit of Joe Mack Campbell Park and then, here at the Municipal Center. We only budgeted \$50,000 for this project for this year and it is slated for seven years. So, for the next seven years, we are going to spend \$50,000 trying to get ourselves into compliance. We would like to see if we can't accelerate that a little bit. It has kind of held us back this year. We feel like we could have gotten done a lot more if we just had the money to be able to do it. So, I think we are going to try to ask for a little bit more money next year, not the full allocation, but we would like to see some more so we can actually get some more facilities done and try to get this thing wrapped up. Seven years seems too long to work on one project like that. And, then the last is the Shooting Sports Complex Phase 2. The Phase 2 of that is our extension from Arkansas Game and Fish and Wildlife was that we have until September of next year to have the facility complete in terms with our agreement with them. That means that we can shoot trap, skeet, rifle, pistol, and archery and that we have some place to go to the bathroom. So, we are still going to need to find some sort of bathroom facilities out there to get those done before September of next year. Now, anything beyond that in terms of maintenance*

*buildings or clubhouses or range buildings can all be funded later. To meet the obligation of that original grant, we are going to have to provide bathroom facilities out there so that will be something that we will be asking for next budget cycle. That is the current list of projects. I didn't include asphalt projects on here because we have spent all of our asphalt money already this year. We also received some money for railroad maintenance and I didn't include that because we have already spent that money this year. If anybody has any questions specifically, I will try to answer them.*

*Councilmember Gene Vance asked, on the Shooting Sports Complex restroom facility, you are saying you haven't started design or anything at this time and you are going to wait until January for the new budget to design and build and open that facility before September, nine months, actually eight months if you do it by September 1st? Mr. Light said, we have some pavilions designed that include bathrooms and that is what we are planning on doing is just building those couple of pavilions with bathrooms. So, they are designed and ready to go to bid as soon as we know the funds are going to be available to do the contract. Councilmember Vance asked, should we be looking for those funds in the next month or two to let that get started? Mr. Light said, our current contract is probably going to be complete by the end of September. So, there is some construction window that will be left to be able to start doing some construction and not be in each other's way. So, if funds were made available, we would put it out to bid and get a contract started. Councilmember Vance said, I guess we need to ask Mr. Hafner to start looking for some money. Mayor Perrin said, Councilmember Vance, I think you are correct on that. If you remember a few weeks back, we said at the end of June, we were going to look and see how COVID and all of the sales tax and things have gone and then go back and look with all of the department heads and we have done that. I think that report is ready to go out tomorrow. We can certainly add that to the list so that would take care of what you are talking about. Good point. Councilmember Vance said, I would think that one project that has not been funded should be looked at as a priority on the new funding. Mayor Perrin said, right. They have done a great job, the department heads. I give them credit in meeting with Steve and with Mike and they have looked at that. Mike is going to send that out tomorrow. We went over it today. They have done a great job of asking for only what they need. I will report on sales tax and stuff in just a moment in my Mayor's report. Councilmember Joe Hafner said, Councilmember Vance is correct. There is a lot of this stuff that should have priority. As I mentioned at the last meeting, Steve and Mike have met with the department heads so it is just going to be a matter of prioritizing the new requests that we are going to get or the revisited requests and discussing it with the different department heads and coming up with a doable list. Whether it be police radios or a variety of other things, there are a lot of needs that we hopefully can address. There are the main ones. Mayor Perrin said, that has been done. When you get that tomorrow, that list where you have had many hours of department heads sitting down with Steve Purtee and with Mike Downing and going over that. I reviewed all of that today. Councilmember Vance said, I would also include that ADA compliance on that also.*

*Councilmember David McClain said, I know we have got a committee set up to fund raise on this and Craig highlighted that a little bit in his presentation. How much have we seen? Have they raised anything or have they started fundraising efforts? Councilmember Joe Hafner said, I know the committee has met once or twice so far, but they got a late start because of COVID. I think the Chief has a presentation he may be making at sometime regarding potential funding for the Shooting Range. I think COVID put that committee three or four months behind. Councilmember McClain asked, we don't know if the conversation has started yet? Mr. Light said, I believe there is a meeting this Thursday at 5:30 p.m. at Embassy Suites with the committee.*

Mayor Perrin said, I believe that this will be the third meeting that this committee has had and that is going to be on my Mayor's report. They are meeting this Thursday. Chief, do you want to add to that? Police Chief Rick Elliott said, yes, the committee has met in the past and we have some potential people lined up for naming rights in the fields. We don't have contracts in hand yet. We are still working out the details on what the fields will sell off for. Right now, we are looking at a yearly fee kind of like out at the ballparks. Say a trap field goes for \$50,000 or \$5,000 a year for ten years would be our contract. So, that is something that we are looking at. If you have a trap and skeet field, the combo fields, obviously it would be more because those fields cost more. In talking with committee members, we have donors you might say on the hook that want to and have committed to, but we do not have anything in writing just yet because we are still trying to firm up numbers on cost. I think at this meeting on Thursday, we will be a little bit closer to that. We are also talking about other partnerships with this project. We have to also take into consideration that CWL has been a great partnership in this project with what they are putting into it. So, we need to factor that also, the dollars that they have put into this as an in-kind donation. Mayor Perrin said, that is right. Thank you. We can put Craig's project list on the website, that will be no problem. What he is saying is that we have got these projects in construction now, these other projects are pending, and things that need to be done once things settle down, we will go back and pull back out again. You can see that they are pretty busy. Thank you very much.

Read

## **5. CONSENT AGENDA**

### *Approval of the Consent Agenda*

**A motion was made by Councilperson Chris Moore, seconded by Councilperson Bobby Long, to Approve the Consent Agenda. The motioned PASSED**

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

[MIN-20:068](#)

MINUTES FOR THE CITY COUNCIL MEETING ON JULY 21, 2020

**Attachments:** [CC Minutes 07212020](#)

**This item was passed on the consent agenda.**

[RES-20:101](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD PERRIN

**This item was passed on the consent agenda.**

Enactment No: R-EN-091-2020

## **6. NEW BUSINESS**

### *ORDINANCES ON FIRST READING*

[ORD-20:027](#)

AN ORDINANCE TO PERMIT THE SELECTION OF THE POSITION 1 COUNCIL MEMBER FROM EACH WARD TO BE VOTED ON BY ONLY THE CITIZENS OF THE WARD IN WHICH THEY SERVE

**Attachments:**    [Casteel Email 07262020](#)  
                          [Casteel 07262020](#)  
                          [Dougan 07272020](#)  
                          [crail 07282020](#)  
                          [Ivener email 08042020](#)  
                          [Pradeep email 08042020](#)  
                          [Taylor email 08042020](#)  
                          [Radin email 08042020](#)  
                          [Pradeep 2 email 08042020](#)

*Councilmember Bobby Long motioned, seconded by Councilmember Chris Moore, to suspend the rules and offer ORD-20:027 by title only. All voted aye.*

*City Attorney Carol Duncan said, so, I think what the Mayor had asked me to talk about is there was a question I believe at committee as far as when these ordinances would be required to be passed and filed with the County Clerk's office. The deadline for getting something on the November 3, 2020 election we believe, according to our election coordinator, you have to be 70 days prior. So, that deadline would be August 25, 2020. In order to get this through council and approved and ready to be filed at the County Clerk's office, the council would have two options. The first option would be to waive one of the readings which would be at the desire of the council and then you would finalize your vote on this on the 18th, which would give you plenty of time to get it on the general election of November 3, 2020 assuming that it passes. And, then the second option would be at some point for council to determine that they want to hold a special called meeting in order to accommodate three readings. But, that is the only possible way to complete this in time to get on the November 3rd election date if that is the desire of the council.*

*Councilmember Bobby Long said, with that being said, I want to move to postpone this ordinance temporarily until the second meeting in January 2021. Councilmember Chris Moore seconded the motion. The roll call vote: Aye-Vance, Moore, Gibson, Street, Johnson, Hafner, Long, McClain and Nay: Frierson, Coleman, Williams, Bryant. (8-4)*

*Mayor Harold Perrin said, this ordinance will come back for consideration on the 2nd council meeting of January 2021.*

**A motion was made by Councilperson Bobby Long, seconded by Councilperson Chris Moore, that this matter be Postponed Temporarily . The motion PASSED with the following vote.**

**Aye:** 8 - Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Bobby Long;Joe Hafner and David McClain

**Nay:** 4 - Ann Williams;Charles Frierson;Charles Coleman and LJ Bryant

[ORD-20:028](#)

AN ORDINANCE TO CALL AN ELECTION DURING THE 2020 GENERAL ELECTION ON THE ISSUE OF PERMITTING THE SELECTION OF THE POSITION 1 COUNCIL MEMBER FROM EACH WARD TO BE VOTED ON BY ONLY THE CITIZENS OF THE WARD IN WHICH THEY SERVE

*Councilmember John Street motioned, seconded by Councilmember Mitch Johnson, to suspend the rules and offer ORD-20:028 by title only. All voted aye.*

**A motion was made by Councilperson Gene Vance, seconded by Councilperson Bobby Long, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.**

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

[ORD-20:029](#)

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE DENNIS NEAL RESURFACING TO EPOXY RESIN FINISH FIVE SETS OF RESTROOMS AT CRAIGHEAD FOREST PARK FOR THE PARKS DEPARTMENT

**Attachments:**     [Craighead Forest Restrooms Estimate](#)

*Councilmember John Street motioned, seconded by Councilmember Bobby Long, to suspend the rules and offer ORD-20:029 by title only. All voted aye.*

*Councilmember John Street said, that was through Public Works and they emphasized the urgency of that project being done due to the use of the park and the lack of adequate facilities and they wanted to go ahead and get it done. This being a one type job, there wasn't anybody else to bid on it and that is why they are waiving the bidding process for it, but based on that and the urgency of the need, I would move that we suspend the rules and waive the second and third readings.*

*Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and waive the second and third readings. All voted aye.*

*Councilmember Mitch Johnson motioned, seconded by Councilmember John Street, to adopt the emergency clause. All voted aye.*

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

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

Enactment No: O-EN-030-2020

[ORD-20:031](#)

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES OF JONESBORO, ARKANSAS, FROM C-3, GENERAL COMMERCIAL DISTRICT TO RS-7 SINGLE FAMILY RESIDENTIAL DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 3515 LONGCREST DRIVE AS REQUESTED BY CARLOS WOOD ON BEHALF OF B & T LAND COMPANY, LLC.

**Attachments:**     [Application](#)  
                              [Rezoning Plat](#)  
                              [Staff Summary - City Council](#)  
                              [Pictures of Rezoning Signs](#)  
                              [TURMAN LONGCREST REZONING-REV071020](#)  
                              [USPS Receipts](#)  
                              [Warranty Deed](#)

Councilmember John Street motioned, seconded by Councilmember Chris Moore to suspend the rules and offer ORD-20:031 by title only. All voted aye. Councilmember Moore said, Mr. Mayor I would ask that ORD-20:031 be read on three separate occasions.

Held at one reading

## **7. UNFINISHED BUSINESS**

### **ORDINANCES ON SECOND READING**

#### **ORD-20:025**

AN ORDINANCE TO VACATE AND ABANDON A 40' DRAINAGE AND UTILITY EASEMENT LOCATED ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF JONESBORO CITY WATER AND LIGHT

**Attachments:**     [Abandonment concurrence - 2610 Nestle Way](#)  
[Notice](#)  
[Petition](#)  
[Plat](#)  
[utility letters](#)

Held at second reading

## **8. MAYOR'S REPORTS**

Mayor Harold Perrin reported on the following items:

On our sales tax, we did get those in at the end of July, on the City of Jonesboro, compared to last year, we are up \$362,899 or 3.3%. As compared to our budget, we are up \$193,262 or 1.7%. When you take in the county sales tax, as compared to last year, the previous period, it is up \$409,000 or 4.8%. As compared to the budget, our budget is up \$513,901 or 6.1%. The total combination of the city and the county as compared to last year, we are up \$772,682.36 or 3.9%. As compared to our budget, it is up \$707,000 or 3.6%. Again, that is good news with what we have gone through with COVID. I am real pleased. It is hard for me to believe, to be honest with you. I really thought that it would be going the other way, but thankfully it is not.

They announced today that the census has been extended until September 30, 2020. If any of you all have not gone in and done the census on your computer or whatever, they have extended that nationally until September 30, 2020. Let me remind you that every person that is counted is about \$3,000 per person for this city and this county. That is a lot of money when you take that on the census. As you all know, the census is only done every ten years. I would encourage you all to tell your friends and neighbors, please get on the census and get counted.

On August 18, 2020 at 2:00 p.m., we will have a groundbreaking for the Veteran's Village. Mark that on your calendar. We will put it on the website and all of that with the upcoming events.

On our small business emergency grant, if you all will remember in our HUD project in

*the Grants Department, we got \$362,000 that we can hand out in our grants to small business emergencies to help them for PPE, utilities, salary. There are a lot of things that you can do. It is very broad on what you can do. We have received seven applications for a total of only \$70,000. So, what we have done, we are going to extend that out until August 18, 2020 and I would ask Bill Campbell and others, let's get the word out more about this grant. This grant is here for our people here in our city and small business people. You can see \$70,000 off of that \$362,000, there is a lot of money left that we certainly want to put into the hands of our people that can help them pay for utilities or whatever. I encourage you to do that. I know that one of the media is here. So, Keith, if you would, put a hard sell on that, will you. We definitely want people to apply for this.*

*The Shooting Sports Complex will meet this Thursday at 5:30 p.m. at Embassy Suites.*

*The SkyCop Committee for cameras is going to meet. That committee will meet on Thursday, August 13, 2020 at 5:30 at First Community Bank.*

*Our skate park at Allen Park, hopefully we will start construction on that. That has been some time in the making in the design. We got it all done and construction out for bid. Construction on our new skate park at Allen Park will start this week.*

## **9. CITY COUNCIL REPORTS**

*Councilmember Chris Moore said, the Mayor turned the meeting over to me because one of the items is going to be a walk-on sponsored by all twelve members of the Jonesboro City Council. Tonight, the Public Works Committee met and pass unanimously a walk-on and I will offer this to the full council. It will be RES-20:114. Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to walk RES-20:114 onto the agenda. All voted aye.*

### **[RES-20:114](#)**

**A RESOLUTION FOR THE RENAMING OF MIRACLE LEAGUE PARK IN HONOR OF MAYOR HAROLD PERRIN**

*Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and walk on RES-20:114 onto the agenda. All voted aye.*

*Mayor Harold Perrin said, thank you. Councilmember Chris Moore said, Mr. Mayor, thank you for your service. Mayor Perrin said, thank you, thank you very much. Thank you very much. I am humbled and honored. Boy, you would never thought that I would be caught for words would you. But, thank you for the kids. I appreciate it. I appreciate it very much. Councilmember Moore said, all of your help and all of your service to this city Mr. Mayor. Mayor Perrin said, well, thank you, thank you.*

**A motion was made by Councilperson John Street, seconded by Councilperson Bobby Long, that this matter be Passed . The motion PASSED with the following vote:**

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

Enactment No: R-EN-092-2020

*Councilmember John Street said, Mayor, I would just echo what that says and God*

*Bless You for being the wonderful public servant that you have been and dedication to the city, locally and state wide and the nation for the boards that you have served. Thank you brother and we appreciate you. We will always be fond of everything you have done. You have advanced this city so far in the last twelve years. It is just unbelievable. I hope that we continue in that same vein. Mayor Perrin said, thank you.*

*Councilmember Mitch Johnson said, it has been an honor to serve with you Mr. Mayor. You are a great leader and you were very inspirational for me when I got on the city council and I am glad that we could do this for you. Mayor Perrin said, thank you sir. Thank you.*

*Councilmember LJ Bryant said, thanks for your service Mr. Mayor. Mayor Perrin said, thank you.*

*Councilmember Joe Hafner said, well deserved Mayor. Mayor Perrin said, thank you.*

*Councilmember Bobby Long said, Mr. Mayor, thank you so much for everything. You have meant a lot to me. Mayor Perrin said, thank you Bobby. Councilmember Long said, I really appreciate it also that the sales tax numbers that you gave before is not only a testimony to the strength of our community that you helped develop, but the tenacity of our business owners and just their unwillingness to lay over and let this thing just run roughshod over our city. So, thank everyone. I thank the Mayor and everyone for shopping local and thinking of our local proprietors and small businesses that make this city run. Mayor Perrin said, thank you.*

*Councilmember David McClain said, I echo everything. Mayor, thank you for everything you have done and I really appreciate you. Mayor Perrin said, thank you David.*

*Councilmember Chris Gibson said, I just want to say Mayor you have set the bar almost unachievably high for your successor, thank you for all that you have done. Mayor Perrin said, thank you sir.*

*Councilmember Ann Williams said, I have really loved working with you Mayor. It has been wonderful. Mayor Perrin said, thank you Ann.*

*Councilmember Chris Moore said, Mr. Mayor, the 22 years that I have been with you have been an honor and a pleasure. Thank you for your service. Mayor Perrin said, thank you, thank you Chris.*

*Councilmember Dr. Charles Coleman said, it has been a great honor. I echo what someone else said that bar is going to be a high bar to reach for whomever comes to that seat. I thank you for all that you have done for our city and for every individual in the city. Mayor Perrin said, thank you Dr. Coleman.*

*Councilmember Gene Vance said, Mayor, you have deserved all of the accolades tonight, but this doesn't mean you get to quit. You still have to be here until the end of this. I will say this, the first year that you and I were elected, those first two year terms, that four years was probably as rough on you and I as these last twelve years have, those were challenging times then just as they are now. Mayor Perrin said, right. Thank you Gene.*

*Councilmember Charles Frierson said, Harold, you know how much I appreciate you. I would just say Vaya con Dios. Mayor Perrin said, thank you Charles.*



*At approximately 6:47, Councilmember Dr. Charles Coleman stated that he needed to be excused for just a minute. This is at the 1:13:22 timestamp on the video.*

#### **10. PUBLIC COMMENTS**

*Patti Lack, 4108 Forrest Hill Road, I want to say thank you too to Mayor Perrin. It has been a pleasure to get to know you over the past years and I know we had a little conversation and it is going to be a pleasure to have you sit in the audience so you can see this side of what we see. So, you are more than welcome to sit on this side now. Mayor Perrin said, thank you very much. Ms. Lack said, you are welcome. I would just like to say a couple of things. Last week I attend the Nominating & Rules Committee meeting and that is when we were talking about having the proposed amendment for the ward and the city. When Bobby Long made the amendment... Councilmember Chris Moore said, as a point of order, you cannot discuss something that was already on the agenda tonight. Ms. Lack said, I will just skip to the chase then. It is difficult with using zoom to listen to what the votes are from this side. I would just like to recommend because it is nice to see everyone's smiling faces up here on the screen, but sometimes it is difficult to hear what the votes are. In order not to question this, because I do have a question because I thought it was one vote and it was really two votes on that. So, I would just like to recommend that from this point on since we use zoom, I would like to recommend that any item or any ordinance that all of you vote on until we stop using zoom that we do individual roll call. Because I think with the noise that is on there, it is difficult to understand when everybody says yes and maybe, sometimes, we don't always hear the no and the number of it. So, that is just one request that I would like to make. The second request that I would like to make is and I think this would be really helpful is that I think that we are getting a little bit better with the virus. You can see more things opening up. If whomever the head of the committee is whether it is Public Works or the Finance that that person is actually present here in the meeting room. I only say that because I think that it will look more professional. I think the person will have a lot more control of the meeting. You can see that things are set up and I think that today was an example of it of how we got a little late start with making sure that everything was working right. Also, too, that we are really consistent with asking for the public comment and for waiting and giving the phone number and having the people reply because that is one thing that I think we have. So, the thing of having individual roll call, for having the chairman here, and then also too is I think that you have noticed that in light of the banks and the post office and all of that is that they have these plastic screens here to divide the people. I hope that maybe we can work something out in the next couple of months because I don't know how long this virus is going to be, that maybe we can have more of the council people here because it is nice and encouraging to see your faces. It is nice to see your faces here. I think we need to start working on how we can start getting back a little bit to normal and having more participation. Thank you very much.*

*Councilmember Chris Moore said, Mr. Mayor, in regards to one of Patti's requests, I noticed the other night I was watching a council meeting and it was on public access and I don't know if it was Fayetteville or Conway, but on the overhead screen, as the councilmembers voted, there was a list of their names on the software program and it showed the vote on the screen overhead so that you could actually look and see even if you were on zoom. Mayor Perrin said, Jason, let's check that out. Ms. Lack said, I think that would be really helpful because I think when you hear it and you hear all of the background noise. Councilmember Moore said, the people at home and watching on zoom and us, we would be able to see the list and the yeas and nays. City Attorney Carol Duncan said, April has already checked into that if you want to let her speak. Councilmember Gene Vance said, one comment that I would have on that is we need*

to look at our lighting because the lights that are on right now are washing out the screen and from here we can't even see what is on the screen. Mayor Perrin said, okay, so noted. We will check that out. Deputy City Clerk April Leggett said, I do have a quote from our software system that requires a lot of extra money, but we can also use CARES money if that is a possibility. Councilmember Moore said, anything would be a possibility that we can consider. Mayor Perrin said, we will get with you tomorrow. Councilmember Moore said, I just noticed and I don't which city it was over on public access and I watched their city council meeting and how they conducted it. They conducted it relatively similar to us, but every vote, when the Mayor calls for the vote, every vote appears on the software program. Mayor Perrin said, Batesville is that way. And, that is good. That is a real good comment. Councilmember Mitch Johnson said, I would agree with councilmember Vance. I have watched a couple of these and it is really difficult. You can barely see the name and you really can't see anything else up there. Councilmember Joe Hafner said, I will add the money to the vote tracking to the money that Councilmember Vance charged me to find the other stuff. I will do my best. Obviously, the administration is going to have to help come up with the priorities. The Finance Committee gets to hear it. Mayor Perrin said, we will get on it tomorrow.

City Attorney Carol Duncan said, I just want to say because I don't get to talk when the council talks, but I sat in that room with you over in the old City Hall, one of the first meetings were we started talking about the Miracle League Park. Your vision for it from day one, I am not going to lie, I saw the numbers and what it was going to cost and how I thought we were never going to get this done, but you were so persistent with that and I am just very proud that the council made the decision to honor you in that way. It has been a pleasure. I feel like I have known you forever, but it has been a pleasure. Mayor Perrin said, thank you. I appreciate that Carol. Thank you very much. The kids enjoy it dramatically. The big thing about that is that kids that could not play and watched their brothers can now play. That is the whole thrust behind the Miracle League. Thank you very much.

Councilmember Bobby Long said, there was one other question. Are we still monitoring our Facebook live feed of this? Are we still monitoring that or are we still doing that? Chief of Staff Mike Downing said, we indicated months ago, I think we only asked for comments on Facebook live the first or second meeting because of the delay. So, we have email. We did get some email comments relative to the ward voting, but they became irrelevant because it was dropped. We are not taking comments through Facebook live. Councilmember Long said, okay, I have just had some people ask. City Attorney Carol Duncan said, there is just too much of a delay. Councilmember Long said, if we were still doing that I would ask that they put two minutes instead of one, but since we are not doing that, there is no reason to do that.

## **11. ADJOURNMENT**

**A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Joe Hafner, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Bobby Long;Joe Hafner;David McClain and LJ Bryant

**Absent:** 1 - Charles Coleman

\_\_\_\_\_ Date: \_\_\_\_\_

**Harold Perrin, Mayor**

**Attest:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Donna Jackson, City Clerk**



## Legislation Details (With Text)

<b>File #:</b>	RES-20:112	<b>Version:</b>	1	<b>Name:</b>	EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 18 (SOUTHWEST DRIVE)/MAIN STREET AND HIGHWAY 18 (E. HIGHLAND DRIVE)/W. HIGHLAND DRIVE
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	7/29/2020	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 18 (SOUTHWEST DRIVE)/MAIN STREET AND HIGHWAY 18 (E. HIGHLAND DRIVE)/W. HIGHLAND DRIVE				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Parking & Traffic				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Traffic Control Device Agreement - Hwy 18 SE Drive-Main Street and Hwy 18 E Highland-W Highland</a>				

Date	Ver.	Action By	Action	Result
8/4/2020	1	Public Works Council Committee		

A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 18 (SOUTHWEST DRIVE)/MAIN STREET AND HIGHWAY 18 (E. HIGHLAND DRIVE)/W. HIGHLAND DRIVE WHEREAS, the City of Jonesboro has received an Arkansas Department of Transportation Traffic Control Device Agreement; and,

WHEREAS, this Traffic Control Device Agreement is for the purposes of replacing a Traffic Control Device located at the intersection of Highway 18 (Southwest Drive)/Main Street and Highway 18 (E. Highland Drive)/W. Highland Drive; and,

WHEREAS, the City of Jonesboro believes said Agreement is for the use and benefit of the City of Jonesboro and all of its residents; and,

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorizes the execution of this agreement.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute said Traffic Control Device Agreement.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL DEVICE AGREEMENT**

AGREEMENT NO.: 1113

Date: 7/29/2020

Maintenance Authority: Jonesboro

Job No: 100872

DISTRICT No: 10 COUNTY: CRAIGHEAD

Street Name of primary local corridor:

Route No(s) : 18

Section: 4

Hwy. 18

**WHEREAS,**

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

**WHEREAS,**

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

**NOW THEREFORE,**

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Replace the traffic signal at the intersection of Highway 18 (Southwest Drive.)  
/Main Street and Highway 18 (E. Highland Drive)/W. Highland Drive.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

**Maintenance Authority:**

Jonesboro

**ARKANSAS DEPARTMENT  
OF  
TRANSPORTATION**

BY \_\_\_\_\_

Title: Mayor



Title:

Trinity D. Smith  
Engineer of Roadway Design

DATE \_\_\_\_\_

DATE

7-29-2020



## Legislation Details (With Text)

<b>File #:</b>	RES-20:113	<b>Version:</b>	1	<b>Name:</b>	EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 49 (STADIUM BLVD.) AND I-555 EAST BOUND OFF-RAMP
<b>Type:</b>	Resolution	<b>Status:</b>	Recommended to Council		
<b>File created:</b>	7/29/2020	<b>In control:</b>	Public Works Council Committee		
<b>On agenda:</b>	<b>Final action:</b>				
<b>Title:</b>	A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 49 (STADIUM BLVD.) AND I-555 EAST BOUND OFF-RAMP				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Parking & Traffic				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Traffic Control Device Agreement - Hwy 49</a>				

Date	Ver.	Action By	Action	Result
8/4/2020	1	Public Works Council Committee		

A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE LOCATED AT THE INTERSECTION OF HIGHWAY 49 (STADIUM BLVD.) AND I-555 EAST BOUND OFF-RAMP

WHEREAS, the City of Jonesboro has received an Arkansas Department of Transportation Traffic Control Device Agreement; and

WHEREAS, this Traffic Control Device Agreement is for the purposes of replacing a Traffic Control Device located at the intersection of Highway 49 (Stadium Blvd.) and I-555 East Bound Off-Ramp; and

WHEREAS, the City of Jonesboro believes said Agreement is for the use and benefit of the City of Jonesboro and all of its residents; and

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorizes the execution of this agreement.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute said Traffic Control Device Agreement.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL DEVICE AGREEMENT**

AGREEMENT NO.: 1112

Date: 7/29/2020

Maintenance Authority: Jonesboro

Job No: 100837

DISTRICT No: 10 COUNTY: CRAIGHEAD

Street Name of primary local corridor:

Route No(s) : 49

Section: 3

Hwy. 49

**WHEREAS,**

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

**WHEREAS,**

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

**NOW THEREFORE,**

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Replace the traffic signal at the intersection of Highway 49 (Stadium Blvd.)  
and I-555 East Bound Off-Ramp.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

**Maintenance Authority:**

Jonesboro

**ARKANSAS DEPARTMENT  
OF  
TRANSPORTATION**

BY \_\_\_\_\_

Title: Mayor



Title:

Trinity D. Smith  
Engineer of Roadway Design

DATE \_\_\_\_\_

DATE

7-29-2020



## Legislation Details (With Text)

<b>File #:</b>	RES-20:115	<b>Version:</b>	2	<b>Name:</b>	AMEND THE 2020 ANNUAL BUDGET FOR ADDITIONAL CAPITAL IMPROVEMENT PROJECTS AND FIXED ASSET PURCHASES
<b>Type:</b>	Resolution	<b>Status:</b>	Recommended to Council		
<b>File created:</b>	8/5/2020	<b>In control:</b>	Finance & Administration Council Committee		
<b>On agenda:</b>	<b>Final action:</b>				
<b>Title:</b>	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2020 ANNUAL BUDGET FOR ADDITIONAL CAPITAL IMPROVEMENT PROJECTS AND FIXED ASSET PURCHASES				
<b>Sponsors:</b>	Finance, Police Department, Engineering, Building Maintenance, Fire Department, Streets, Information Systems, Parks & Recreation				
<b>Indexes:</b>	Budget amendment				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Mid-Year 2020 Budget Appropriations Request</a> <a href="#">Letters of Support for Shooting Sports Complex 08102020</a> <a href="#">Cap Imp and Fixed Asset Requests, 8-11-20 Finance Com, Brief</a>				

Date	Ver.	Action By	Action	Result
8/11/2020	1	Finance & Administration Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2020 ANNUAL BUDGET FOR ADDITIONAL CAPITAL IMPROVEMENT PROJECTS AND FIXED ASSET PURCHASES WHEREAS, Resolution 19:201 adopted the 2020 City Budget; and

WHEREAS, there is a need for additional capital improvements and fixed asset purchases by several city departments; and

WHEREAS, the current level of reserve funds and cash flow of the 2020 budget are sufficient to provide for the additional funding of such capital improvements and fixed asset purchases.

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

Section 1: The 2020 capital improvement and fixed asset line items budget of Police, Engineering, Building Maintenance, Fire, Street, Information Technology and Parks will be increased in the total amount of \$3,371,050 as identified on Attachment A, and said sum shall come from unappropriated funds in the General Fund.



**ATTACHMENT A**

**City of Jonesboro**  
**Additional 2020 Budget Appropriations**

<b>Department</b>	<b>Fixed Asset/ Capital Improvement Description</b>	<b>Qty</b>	<b>Amount Requested</b>	<b>Notes:</b>
Fire	Repair the parking lot at Station #3 Radios	5	50,000	Just a section of the parking lot not the entire Replacement of remaining 5 of 12 total requested
			<b>20,000</b>	
Engineering	Trimble Data Collector		10,000	Will need to be replaced if it goes out
			<b>10,000</b>	
Building Maint	Maintenance Facility		350,000	Net property swap for upgraded Maint Facility
			<b>350,000</b>	
Police	Police vehicles (Kia)	2	40,000	New Kias for CID
Police	Drone with flir lighting	1	11,000	For night vision to prevent having to borrow one
Police	Portable Radios	162	717,111	Replace units net of trade
Police	Mobile Radios	143	642,189	Replace units net of trade
Police/IT	Toughbooks	20	74,000	Replacement & inventory held for police
			<b>1,484,300</b>	
Street	Gradall w/ bucket & mower Backhoe- Case 590 Super N	1	260,000	This price is net of trade-in estimate of \$38,500
			89,000	
			<b>349,000</b>	
IT	New phone system	1	160,000	Increasing occurrences of phones being hacked
			<b>160,000</b>	
Parks-JMC	Concrete Repairs- Walkways		10,000	Additional repairs & raising elevation of low areas
Parks-JMC	Irrigation and Pump House Upgrades		30,000	Due to being under water
Parks-JMC	Relocate Fuel Tanks		18,000	Relocate to shop & provide better security
Parks-JMC	Resurface Tennis Courts		14,000	Cost efficiency coordinating with Allen Park resurfacing
			<b>72,000</b>	

**ATTACHMENT A**

**City of Jonesboro**  
**Additional 2020 Budget Appropriations**

<b>Department</b>	<b>Fixed Asset/ Capital Improvement Description</b>	<b>Qty</b>	<b>Amount Requested</b>	<b>Notes:</b>
Parks- CFP	Lake Overlook		15,000	Main area that is used the most
Parks- CFP	Band Shell Update		30,000	For the band stage
Parks- CFP	Pier Repair		15,000	Pier in state of disrepair
			<b>60,000</b>	
Parks- Softball	Adult Entrance		30,000	To have the adult entrance match the youth fields
Parks- Softball	Flipping field #10		180,000	Upgrading field and realigning for efficiency of facility usage
			<b>210,000</b>	
Parks- Comm. Centers	Earl Bell Gym Light		10,000	Takes current light 20-30 mins to come on
Parks- Comm. Centers	Allen Park Tennis Court Resurfacing		84,000	Due to the concrete cracking
			<b>94,000</b>	
Parks- Miracle League	Miracle League Sign		25,000	Sign honoring Mayor Perrin approved by Council 8/4/20
			<b>25,000</b>	
Parks/Police	Shooting Complex Restrooms		500,000	Per Council discussion on 8/4/20
			<b>500,000</b>	
Engineering/HR	ADA Compliance Mitigation		50,000	Per Council discussion on 8/4/20
			<b>50,000</b>	
IT/City Clerk	Upgrade to Legistar on voting system		8,000	Per Council discussion on 8/4/20
			<b>8,000</b>	
<b>Total Cost Requested</b>			<b>3,442,300</b>	

**ATTACHMENT A**

**City of Jonesboro  
Additional 2020 Budget Appropriations**

<b>Recap</b>		
<b>Category</b>		<b>Amount Requested</b>
Police		1,484,300
Parks		961,000
Bldg Maintenance		350,000
Streets		349,000
Technology		168,000
Fire		70,000
Engineering		60,000
	<b>Total Cost Requested</b>	<b>3,442,300</b>

**Note: Fire, Engineering & Street requested vehicles through State Contract which will be included in 2021 budget requests due to unavailability in 2020**

REPRESENTATIVE

Monte Hodges

P. O. Box 773

Blytheville, Arkansas 72316-0773

870-763-4443 Business

870-763-1322 Residence

870-762-5312 FAX

monte.hodges@arkansashouse.org

DISTRICT 55

Counties:

Part Mississippi

Part Crittenden

COMMITTEES:

Revenue and Taxation

Sales, Use, Miscellaneous Taxes and

Exemptions Subcommittee

City, County and Local Affairs

Planning Subcommittee

Joint Committee on Public Retirement  
and Social Security Programs

Joint Budget



STATE OF ARKANSAS

*House of Representatives*

July 8, 2020

The Honorable Harold Perrin  
Mayor of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

Dear Mayor Perrin and City Council:

I am writing to respectfully ask you and the Jonesboro City Council to vote in support of the Jonesboro Shooting Complex. It appears the project has been stalled for the past five years, and now is the time to go forward. I have been informed that phase one is currently being constructed, and the same contractor will be able to complete the archery range, the trap and ski shoot, the gun range and the Pro Shop.

My support of moving the project forward is because such an action will be beneficial for Craighead, Mississippi and Crittenden Counties. I truly believe the repayment being delayed until late 2022 will give the complex time to make money prior to making the first payment.

For the reason of economic growth, I am asking for a favorable vote on the continuation and completion of the Jonesboro Shooting Complex.

Thank you for your time.

Sincerely,

A handwritten signature in blue ink that reads "Monte Hodges".

Monte Hodges  
State Representative  
District 55

MH/prs





STATE OF ARKANSAS

# House of Representatives

## REPRESENTATIVE

Johnny Rye  
1405 Easy Street  
Trumann, Arkansas 72472-1030

870-919-3690 Business  
johnny.rye@arkansashouse.org

## DISTRICT 54

### Counties:

Part Mississippi  
Part Poinsett

## COMMITTEES:

Public Transportation  
Vice Chairperson,  
Public Transportation and Rail  
Subcommittee

City, County and Local Affairs  
Finance Subcommittee

Joint Performance Review

Legislative Joint Auditing Committee

August 7th, 2020

From: Representative Johnny Rye

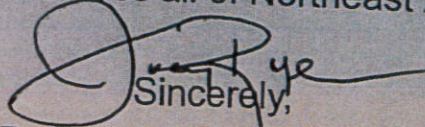
To: Honorable Harold Perrin, Mayor of Jonesboro  
The Jonesboro City City Council

Dear Mayor and Council,

The reason for my writing you today is concerning the Jonesboro Shooting Sports Complex. We know that there has been funding, set forth, for the complex. I want to encourage you all, to take another important step and fully fund this worthwhile and much needed project. This project, not only is an important part of Jonesboro, it also serves the Paragould, Harrisburg, Marked Tree, Bay and Trumann areas and the entire Northeast Arkansas areas.

Another area that is served by this complex is our youth and parents in our area. Many of our youth are taking part and learning about the safety of weapons. The youth learn how to shoot their firearms and they are also taught how to safely handle firearms.

I want to thank you for your time concerning this important project that serves all of Northeast Arkansas.

  
Sincerely,  
Representative Johnny Rye  
Arkansas District 54



To whom it may concern,

My name is Joey Glaub. My family and I enjoy shooting rifles, pistols, & shotguns.

I am also head coach of the Jonesboro Shooting Stars Youth Trap Team which competes in the Arkansas Youth Shooting Sports Program as well as the AIM division of the Amateur Trap Association. The kids of NEA deserve a safe place to practice what has become the fastest growing sport in Arkansas, trap shooting. We have 25 youth grades 6th-12th grade on our team. Our team is at the mercy of a parent, who's child once shot with us, but now has graduated out of the program, allowing us to shoot on their property. Each year our team is left wondering if we will still have a place to practice for the upcoming shooting season because the parent is just tired of us.

A shooting sports complex would ensure that we can continue the sport as well as expand the numbers of youth actively involved with our team. It would also allow participation to expand into other shooting disciplines as well.

Thank you for your consideration in helping to fund this project.

Joey Glaub – Head Coach Jonesboro Shooting Stars Youth Trap Team

677 HWY 91 W

Bono, AR. 72416

870-897-5256



Larry J. Smith  
618 Cox  
Memphis TN 38104  
901-299-9488

December 22, 2016

U.S. Army Corps, MD  
Attn. Josh Bright  
167 N. Main St. Room B-202  
Memphis TN 38103-1894

State Permits Branch, Water Division  
Ark. Dept. of Environmental Quality  
Attn. Lazendra Hairston  
5301 North Shore Drive  
Little Rock Ark 72118-5317

Re: Comments on MVM-2016-266 (JKB)

Thank you very much for the privilege to comment on this project. Jonesboro is proposing to build a full service public shooting sports complex. It has a proposed wetland impact of 8.3 acres and a 22.7 acre mitigation site. The mitigation proposed for this project appear to be more than adequate and quite generous.

My comments will fit better into the Public Interest Review box than anywhere else in the regulatory matrix. The unique nature of the project brings me to this conclusion. The tri state region of West TN, Western Arkansas and North Mississippi have no public full service shooting ranges. In West TN citizens are limited to one expensive private shooting club and a small unmanned 4 bay range East of Jackson TN in Natchez Trace State Park. Tennessee's Game and Fish Department, known as the TN Wildlife Resources Agency or TWRA has a wonderful indoor shooting range in Bartlett TN but can only accommodate pistols and is also quite expensive. In short, the need is great for a full service shooting area that can accommodate high powered rifles in this region. The fact that the hunting public provide a substantial amount of the funds to buy wetlands and other lands that are preserved for hunting and fishing can be balanced against the demise of 8.3 acres to provide a much needed service to the hunting public. The connection is clear, without convenient public, places to test and sight hunting weapons, hunting becomes less popular and will decline and those funds derived from hunting decline. Jonesboro

RECEIVED  
DEC 28 2016  
BY: ac

is a modest drive from the Memphis area, and will be heavily utilized by the Tri State residents. I have urged TWRA to provide West TN with a full service gun range with the more than ample Pittman Robertson Act funds over the last few years and they have begun the process to build a public skeet range near Bolivar TN. Again, still no place for the public to legally shoot long guns.

I want to thank Jonesboro for moving forward with this great project that will be a source of enjoyment for the 3 State region.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Smith". The signature is fluid and cursive, with the first name "Larry" being more prominent and the last name "Smith" following in a similar style. The signature is positioned to the right of the word "Sincerely,".

Larry J. Smith



July 13, 2020

Mayor Harold Perrin  
Mayor of Jonesboro  
300 S Church Street  
Jonesboro, AR 72401

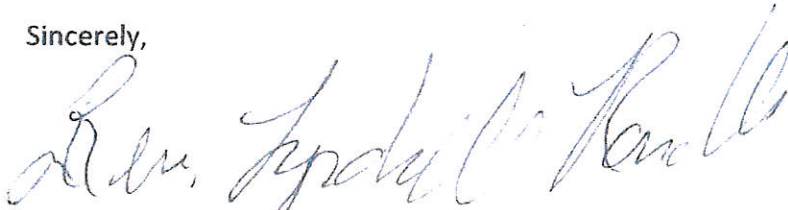
Dear Mayor Perrin,

I am writing this letter as a former Jonesboro resident and as a family and friend of many residents currently making their home in the area. Jonesboro has seen tremendous growth over the last few years and has become a place to visit and enjoy or to make a permanent home. I always enjoy coming back "home" to Jonesboro and seeing the city continue to build and grow.

I am writing this letter in support of the shooting sports complex. Being a coach in multiple sports at the high school and junior high level, I appreciate the growth of athletics facilities everywhere. All sports develop good citizenship, good moral character, and teamwork at every level of competition. It also develops and grows the local economy through the many streams of revenue that it creates including hotels, restaurants, fuel stations, and various entertainment locations.

I understand that the construction company who began the project is still available to complete the project. This is a very good thing in that they know and understand the landscape, motivation, and wishes of the area. A healthy Jonesboro means a healthy Northeast Arkansas as it is the premiere city in the northeast part of the state. I am asking you to vote to go forward with the Jonesboro Shooting Complex. This will be a great entertainment and sporting resource which will create economic growth for years to come.

Sincerely,

A handwritten signature in dark ink, appearing to read "Pastor Lyndrell Randle". The signature is fluid and cursive, with the first name "Lyndrell" being more prominent than the last name "Randle".

Pastor Lyndrell Randle  
Harmony Fellowship  
Schenectady, NY 12307



200 Manor Street | Marion, AR 72364-1936  
Telephone: 870.739.5100 | Fax: 870.739.5156 | msd3.org  
Dr. Glen Fenter, Superintendent

---

July 6, 2020

Dear Mayor Perrin -

I hope this correspondence finds you well especially during these uncertain times.

It has come to my attention that the great city of Jonesboro sits upon the precipice of developing and completing a shooting sports complex. From what I've read, this facility would not only serve as a training facility for law enforcement, but it could also be accessed by the general public including trap/ski professionals, archery teams, and overall gun enthusiasts. I have no doubt that this complex would be an economic development driver for the entire region the likes that we have not seen in our lifetime.

There is no secret that Jonesboro is the epicenter of Northeast Arkansas when it comes to opportunity and progress. In terms of the of the city's economic health, Jonesboro is the heart of OUR regional economy while surrounding cities function as her capillaries. Moreover, having such a facility available would provide our young people with the opportunity to be involved in a sport that requires focus, discipline and teamwork.

Imagine people from across the nation flying into a new regional airport or driving into the new I-555 for a 3 day trap shooting competition. These same people would stay in the new Embassy Suites near ASU, eat at Omar's Downtown and shop at Gearheads on Main Street. These same individuals would be a stone's throw from Southland Casino in West Memphis and Marion's Sultana Museum that tells the story of the biggest war time disaster in the history of this nation.

In closing, the symbiotic nature of our region can be set up so that we ALL can win. Now more than ever in this COVID-19 bubble that we reside, we must embrace each other and propagate one another's successes. I do not know the financial details of the proposal provided by the company, the P3 Group, Inc., however, based off of my dealings with these men they are both professional and trustworthy. What they have done here in Crittenden County is a model for others around the state to emulate. I'm confident that P3G can help you build a better tomorrow for the city of Jonesboro.

Regards,

Dr. Glen Fenter  
Superintendent

---

Board of Directors

A. Jan Thomas, Jr., President | Steve A. Sutton, Vice President | Rev. Jeffrey Richardson, Secretary | Daryel Jackson | Gary Wehrum | Rob Rash | Eddie Minton





200 Manor Street | Marion, AR 72364-1936  
Telephone: 870.739.5100 | Fax: 870.739.5156 | msd3.org  
Dr. Glen Fenter, Superintendent

---

July 6, 2020

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It has come to my attention that the great city of Jonesboro sits upon the precipice of developing and completing a shooting sports complex. From what I've read, this facility would not only serve as a training facility for law enforcement, but it could also be accessed by the general public including trap/ski professionals, archery teams, and overall gun enthusiasts. I have no doubt that this complex would be an economic development driver for the entire region the likes that we have not seen in our lifetime.

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Regards,

Dr. Glen Fenter  
Superintendent

---

Board of Directors

A. Jan Thomas, Jr., President | Steve A. Sutton, Vice President | Rev. Jeffrey Richardson, Secretary | Daryel Jackson | Gary Wehrum | Rob Rash | Eddie Minton



13 Military Road • P.O. Box 652  
Marion, Arkansas 72364  
(870) 739-6041  
[www.marionarchamber.org](http://www.marionarchamber.org)

---

July 7, 2020

Mayor Perrin,

As the President of the Marion AR Chamber of Commerce and the Economic Developer for the city, it has come to my attention that Jonesboro is contemplating the development of a shooting sports complex. I understand that the facility would serve as a law enforcement training facility as well as a public facility. I believe that such a complex would be an economic development driver for your city and the entire region.

The City of Marion is in favor of any development that entices people to visit the northeast region of Arkansas. Jonesboro is recognized as the largest and most economically sound city on this side of the state and we support your pursuit of a shooting sports arena.

While our town has not had the opportunity to work with the P3 Group, we are aware of the extensive projects they are building in West Memphis. I am personally acquainted with principals of the firm and can attest to their passion for creating and assisting communities to grow and prosper.

Thank you for your attention. Best of luck to you and your city on this and all future endeavors.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Brick". The signature is written in a cursive, flowing style.

Tracy Brick  
President/Economic Developer  
Marion Chamber of Commerce





# Chamber of Commerce

W E S T M E M P H I S

July 9, 2020

## **Board of Directors**

Jack Poff, Jr.

*President*

Wayne Croom

*Past-President*

Kay Kay Davis

*President-Elect*

Fred Leonard

*Vice President*

Mallory Darby

*Vice President*

Shelby Moore

*Vice President*

Tommy Ramer

*Treasurer*

Tandy Anthony

Scott Arnold

Diane Ayres

Randy Catt

Jon Collins

Nick Coulter

Chuck Eaton

Sheila Fowler

Dr. Shakeb Hashmi

Jim Jackson

Dr. Susan Jones

Lannie Lancaster

Andy Luttrell

Darin McCollum

Dianna Nicks

Phillip Para

Todd Pedersen

Kathryn Pirani

Eddy Scoggins

Ness Sechrest

Phillip Sorrell

Randy Sullivan

Matt Thompson

Alex Waddell-Smith

Ward Wimbish

David Wolf

The Honorable Harold Perrin

Mayor of Jonesboro

300 S. Church Street

Jonesboro, AR 72401

Dear Mayor Perrin and City Council Members:

I am writing to respectfully ask you and the Jonesboro City Council to vote in support of the Jonesboro Shooting Complex. Although it appears the project has been stalled for the past five years, we know that now is the time for Northeast Arkansas to shine. I have been informed that phase one is currently being constructed with the completed project including an archery range, trap and skeet shoot, gun range and a Pro Shop.

As an avid outdoorswoman who prefers to spend her money and time in Arkansas, I fully support and know that countless other Arkansans will enjoy and support this complex as well. I believe this economic investment will be a huge success for surrounding counties and Arkansas as a whole.

Therefore, I am asking for a favorable vote on the continuation and completion of the Jonesboro Shooting Complex.

Sincerely,

Emily Scarbrough

Executive Director

wmcoc@westmemphischamber.com

C: (870)733-4113

July 7, 2020

Mayor Harold Perrin  
City of Jonesboro  
300 S Church St  
Jonesboro, Arkansas 72401

Dear Mayor Perrin:

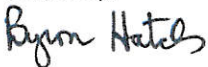
I have written this letter of support for the approval of the Jonesboro Shooting Sports Complex. The construction of a new, state-of-the-art facility in Northeast Arkansas is tremendous news, and the positive impact that such an edifice will have on the region - it's youth, families, and commerce - will be reaped far into the future.

I am a native Arkansan as I grew up in Humphrey, Arkansas. Education was the foundation my parents taught me would serve as the vehicle on the journey towards success. Sports and competition have fueled me during this journey. Because of the family and friends I have from Jonesboro, the city has always conjured up fond memories.

I understand the significance a healthy Jonesboro economy provides the Northeast Arkansas region. From the time I spent in Fayetteville with the University of Arkansas as an Associate Athletic Director until now as an Assistant Commissioner at the Southeastern Conference (SEC), I have seen firsthand how the stakeholders of Northwest Arkansas have developed a regional mindset in terms of economic development that has allowed that region to blossom economically. The proposed shooting sports complex could be both a vehicle and fuel that further enhances the economic vitality of Jonesboro and the Northeast Arkansas region.

Because of Jonesboro's strategic location within the Mid-South's Tri-State area, the presence of Arkansas State University, and the growing appeal of shooting sports, I believe developing a shooting sports complex in Jonesboro will be well received by the citizens in the city and region and will provide dividends well into the future. Additionally, I am in support of the P3 Group, Inc. (P3), who is currently being vetted by the developer of this project. In witnessing the municipal work P3 is doing in my native county of Jefferson County, Arkansas, I feel confident this group will serve Jonesboro with the same level of commitment and excellence it has demonstrated in my native county.

Sincerely,

A handwritten signature in black ink that reads "Byron Hatch". The signature is written in a cursive, flowing style.

Byron Hatch, J.D.

June 22, 2020

Dear Jonesboro City Council:

I am writing this letter in support of the completion of the Jonesboro Shooting Sports Complex and the proposal from the P3 Company to finance and complete the work in a very timely manner. The complex will afford the youth trap shooting teams a much needed facility for practice and competition. They will need many more than three trap fields to accommodate their practice schedules. Amateur Trapshooting Associated tournaments will be well attended and three fields will not be sufficient to handle the kind of volume that can be expected for these events. Additionally, a well appointed complex with adequate parking, concessions, and a pro shop will attract many trap, pistol, and rifle shooters not only from northeast Arkansas but from around the state and surrounding areas such as Tennessee, Missouri, and Mississippi. The archery field will also be used by the Arkansas State University Archery club, which is an NCAA sanctioned club sport, for practice and tournaments.

The city will forfeit a great opportunity to attract business in the form of food and lodging, as well as fees and purchases at the complex, if it does not approve plans to complete the complex in as short a time as possible. The proposal from P3 appears to be well worth investigating. I hope the council will seriously consider their proposal and take advantage of their offer to finance and manage the construction of the complex so that Jonesboro does not miss out on the great potential the timely opening of the ranges will afford the city.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Hill", with a long horizontal flourish extending to the right.



June 24, 2020

Dear Jonesboro City Council:

I am writing this letter in support of the completion of the Jonesboro Shooting Sports Complex and the proposal from the P3 Company to finance and complete the work in a very timely manner. The complex will afford the youth trap shooting teams a much needed facility for practice and competition. They will need many more than three trap fields to accommodate their practice schedules. Amateur Trapshooting Associated tournaments will be well attended and three fields will not be sufficient to handle the kind of volume that can be expected for these events. Additionally, a well appointed complex with adequate parking, concessions, and a pro shop will attract many trap, pistol, and rifle shooters not only from northeast Arkansas but from around the state and surrounding areas such as Tennessee, Missouri, and Mississippi. The archery field will also be used by the Arkansas State University Archery club, which is an NCAA sanctioned club sport, for practice and tournaments.

The city will forfeit a great opportunity to attract business in the form of food and lodging, as well as fees and purchases at the complex, if it does not approve plans to complete the complex in as short a time as possible. The proposal from P3 appears to be well worth investigating. I hope the council will seriously consider their proposal and take advantage of their offer to finance and manage the construction of the complex so that Jonesboro does not miss out on the great potential the timely opening of the ranges will afford the city.

Sincerely,

Jim Magee

-Jonesboro Resident, AYSSP Trap Coach, ATA competition shooter



June 24, 2020

Hello,

As a father of 3, I would love a nice complex to further train my children and educate them more in a fun way. I personally would be glad to pay a fee to have the complex access.

My two sons are trap shooting enthusiasts and my daughter loves shooting her pistol. These kids have friends who love target shooting also, and what a fun day to spend doing that.

This complex WILL bring commerce to Jonesboro: restaurants, shooting supplies, entertainment and hotel rooms for tournaments and shopping for those family members who don't want to stay at the complex while the others compete/practice.

Why not have a first class facility as part of the great city of Jonesboro? If you build it, commerce will come!

Thank you,

Bert McMinn

Sent from my iPhone

June 24, 2020

Dr. Mello

I am writing this email in support of our local Shooting Sports Complex currently under construction in Jonesboro. Many local youths will benefit by having a place to shoot targets and trap, which in-turn, they will be able to hone their skills and become proficient marksmen and hunters. Shooting sports are a hobby you can share with all of your friends, both male and female. It can be a lifelong passion with both individual and team competitions.

I would encourage you to help get this project finished for the citizens of North East Arkansas and the many youth programs across the area that will benefit from this amazing complex. It will no doubt bring in many from outside of our great town and help further stimulate our local economy.

Thanks for your time.

Nick Goodrich

Commercial Banker

NMLS# 715446

Arvest Bank – LTT

2009 Brown's Lane, Jonesboro, AR 72401

Office: 870.268.2126 | Fax: 870.268.2033

COMMERCIAL BANKING SERVICES

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LENDER**

6/24/20

Dear Mr Mello

My name is Corey Craine, my son is 13 and shoots trap for Brookland. The completion of the shooting complex would be a great benefit for all of the people that enjoy the shooting sports. My son loves shooting trap, and since it is the only sport he actually participates in, having the shooting complex in Jonesboro would allow him more time to improve his skills. As I'm sure you already know, hundreds of students within the Jonesboro school district shoot trap. It would be a very beneficial and worthwhile project for the city to complete so that our local shooting community doesn't have to travel hours to shoot for practice and competitions.

Thank you for all you have done and your time,

Sincerely

Corey Craine

Sent from my iPhone

June 25, 2020

Dear Jonesboro City Council:

I am writing this letter in support of the completion of the Jonesboro Shooting Sports Complex and the proposal from the P3 Company to finance and complete the work in a very timely manner. The complex will afford the youth trap shooting teams a much needed facility for practice and competition. They will need many more than three trap fields to accommodate their practice schedules. Amateur Trapshooting Associated tournaments will be well attended and three fields will not be sufficient to handle the kind of volume that can be expected for these events. Additionally, a well-appointed complex with adequate parking, concessions, and a pro shop will attract many trap, pistol, and rifle shooters not only from northeast Arkansas but from around the state and surrounding areas such as Tennessee, Missouri, and Mississippi. The archery field will also be used by the Arkansas State University Archery club, which is an NCAA sanctioned club sport, for practice and tournaments.

The city will forfeit a great opportunity to attract business in the form of food and lodging, as well as fees and purchases at the complex, if it does not approve plans to complete the complex in as short a time as possible. The proposal from P3 appears to be well worth investigating. I hope the council will seriously consider their proposal and take advantage of their offer to finance and manage the construction of the complex so that Jonesboro does not miss out on the great potential the timely opening of the ranges will afford the city.

Sincerely,



Dr. John Mello

Arkansas State University Archery Club Faculty Advisor



# Chamber of Commerce

W E S T M E M P H I S

July 9, 2020

## Board of Directors

Jack Poff, Jr.

*President*

Wayne Croom

*Past-President*

Kay Kay Davis

*President-Elect*

Fred Leonard

*Vice President*

Mallory Darby

*Vice President*

Shelby Moore

*Vice President*

Tommy Ramer

*Treasurer*

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Scott Arnold

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Randy Carr

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Nick Coulter

Chuck Eaton

Sheila Fowler

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Jim Jackson

Dr. Susan Jones

Lannie Lancaster

Andy Luttrell

Darin McCollum

Dianna Nicks

Phillip Para

Todd Pedersen

Kathryn Pirani

Eddy Scoggins

Ness Sechrest

Phillip Sorrell

Randy Sullivan

Matt Thompson

Alex Waddell-Smith

Ward Wimbish

David Wolf

The Honorable Harold Perrin

Mayor of Jonesboro

300 S. Church Street

Jonesboro, AR 72401

Dear Mayor Perrin and City Council Members:

I am writing to respectfully ask you and the Jonesboro City Council to vote in support of the Jonesboro Shooting Complex. Although it appears the project has been stalled for the past five years, we know that now is the time for Northeast Arkansas to shine. I have been informed that phase one is currently being constructed with the completed project including an archery range, trap and skeet shoot, gun range and a Pro Shop.

As an avid outdoorswoman who prefers to spend her money and time in Arkansas, I fully support and know that countless other Arkansans will enjoy and support this complex as well. I believe this economic investment will be a huge success for surrounding counties and Arkansas as a whole.

Therefore, I am asking for a favorable vote on the continuation and completion of the Jonesboro Shooting Complex.

Sincerely,

Emily Scarbrough

Executive Director

wmcoc@westmemphischamber.com

C: (870)733-4113



July 14, 2020

The Honorable Harold Perrin  
Mayor of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

Dear Mayor Perrin and City Council Members:

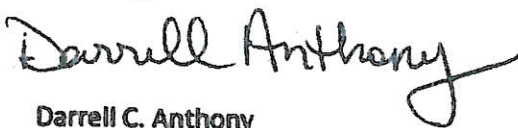
I am writing to ask your consideration and the Jonesboro City Council to vote in support of the Jonesboro Shooting Complex. This particular project has been on hold for the past five years, and what a better time to move forward than now. I have been informed phase one is being constructed, and the same contractor will be able to complete the archery range, the trap and skeet shoot, the gun range and Pro Shop.

I am strongly in support of moving this project forward because of all the benefits it would bring to Craighead County and surrounding areas. I truly believe the repayment plan being delayed until 2022 will give the complex time to make money before making the first payment.

For the continuous economic growth of Craighead County, I am asking for a vote in the right direction on the continuation and completion of the Jonesboro Shooting Complex.

Thanking you in advance.

Sincerely,



Darrell C. Anthony  
Affiliate Broker  
Crye-Leike Realtors

July 13, 2020

Mayor Harold Perrin  
Mayor of Jonesboro  
300 S Church Street  
Jonesboro, AR 72401

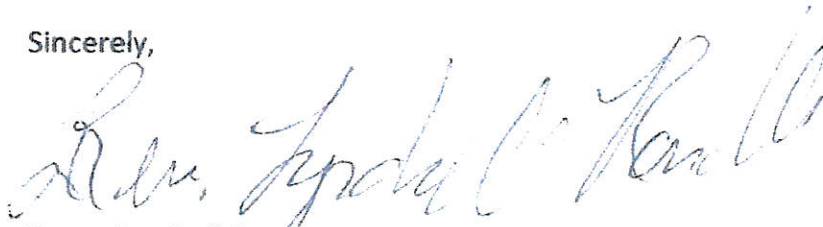
Dear Mayor Perrin,

I am writing this letter as a former Jonesboro resident and as a family and friend of many residents currently making their home in the area. Jonesboro has seen tremendous growth over the last few years and has become a place to visit and enjoy or to make a permanent home. I always enjoy coming back "home" to Jonesboro and seeing the city continue to build and grow.

I am writing this letter in support of the shooting sports complex. Being a coach in multiple sports at the high school and junior high level, I appreciate the growth of athletics facilities everywhere. All sports develop good citizenship, good moral character, and teamwork at every level of competition. It also develops and grows the local economy through the many streams of revenue that it creates including hotels, restaurants, fuel stations, and various entertainment locations.

I understand that the construction company who began the project is still available to complete the project. This is a very good thing in that they know and understand the landscape, motivation, and wishes of the area. A healthy Jonesboro means a healthy Northeast Arkansas as it is the premiere city in the northeast part of the state. I am asking you to vote to go forward with the Jonesboro Shooting Complex. This will be a great entertainment and sporting resource which will create economic growth for years to come.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rev. Lyndrell Randle". The signature is fluid and cursive, with a large initial "R" and "L".

Pastor Lyndrell Randle  
Harmony Fellowship  
Schenectady, NY 12307

7/1/2020

To: The City of Jonesboro

RE: Jonesboro Shooting Sports Complex

Dear member of the Jonesboro City Council:

I am writing in support of the completion of the Jonesboro Shooting Sports Complex. As a boy raised in the Jonesboro area, I have many fond memories of spending time with my father as he taught me gun safety and responsibility. I learned to respect firearms and life with a rifle against my shoulder. I now have a son of my own and have worked to instill in him that same values, respect, and skills that I was taught. However, finding a place to safely practice the shooting sports has become more and more difficult.

When I learned that Jonesboro was constructing a shooting facility, I was excited and ready to begin using it. I am still waiting in anticipation for this place so I can spend some quality time with my son as he learns to handle and discharge firearms with safety and accuracy.

I understand that the process of raising funds to complete this project can be slow, but I want to encourage you to make it a priority for the city. Please, work to fund the Jonesboro Shooting Sports Complex.

Sincerely,

A handwritten signature in black ink that reads "Chad R. White". The signature is written in a cursive, flowing style with a long horizontal line extending from the end of the name.

Chad R. White



July 1, 2020

To: Jonesboro City Council

The addition of a shooting complex in the Jonesboro area would make a great addition to the city. It would be a great attraction in the sense of competition for firearms enthusiasts. In my experience, it would also bring in more revenue and out-of-town people in to the city. I, for one, would also like to see training groups to teach people how to properly handle and respect firearms for the youth of today, as well as adults.

Thank you for your consideration.

Lucas Christian



# WALKER & KNIGHT Attorneys at Law

Curtis Walker  
Gina Marano-Knight  
Chris Brown



217 W. Walnut Street  
P. O. Box 1222  
Blytheville, AR 72316-1222

Phone: 870-824-2743  
Fax: 870-824-2745  
Email: [bucrowandwalker@gmail.com](mailto:bucrowandwalker@gmail.com)

1400 W. Court Street  
Suite 2  
Paragould, AR 72450

July 6, 2020

Mayor Harold Perrin  
300 S Church Street  
Jonesboro, AR 72401

Dear Mayor Perrin,

I am writing you concerning my excitement about the possible construction of a shooting complex in Jonesboro. My understanding is that the P3 Group, Inc. is in the running to develop this shooting complex and have developed a finance proposal to be presented to the city council. I ask that you allow the city council to vote on said proposal to make this complex a reality.

Sincerely,

Curtis Walker  
Walker & Knight  
Attorneys at Law

07-06-2020

Greetings Mayor Perrin and City Officials

I hope this message finds you well. My compliments on the exceptional job you and your leadership are doing to serve your local citizens. I am corresponding in support of the shooting complex for the City of Jonesboro. The shooting complex will help generate revenue for the local economy and in turn provide other opportunities for the City of Jonesboro. Please consider moving forward with the finance proposal that will pay for this project in full. This initiative will not only benefit the citizens of the City of Jonesboro, but surrounding communities as well. As a resident of Northeast Arkansas I can attest many are looking forward to the finalization of this project. Thank you again for all that you do!

Best Regards

Janice Coleman

## Jonesboro Shooting Complex

From: Ray Robins (raymrobins@gmail.com)

To: mpslabman@sbcglobal.net

Date: Tuesday, July 7, 2020, 10:11 PM CDT

Greetings Mayor Perrin,

I hope that you are staying safe and well during these unprecedented times. I am a proud ASU Alumni and I still reside in northeast Arkansas. I am writing you regarding the sports shooting complex. Having a facility like this will continue to propel Jonesboro and the surrounding areas on its upward trajectory. I urge you to allow the city council to vote on this tremendous growth opportunity.

Sincerely,

R. M. Robins

Sent from my iPhone

July 7, 2020

Mayor Harold Perrin  
City of Jonesboro  
300 S Church St  
Jonesboro, Arkansas 72401

Dear Mayor Perrin:

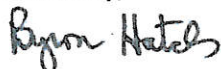
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I am a native Arkansan as I grew up in Humphrey, Arkansas. Education was the foundation my parents taught me would serve as the vehicle on the journey towards success. Sports and competition have fueled me during this journey. Because of the family and friends I have from Jonesboro, the city has always conjured up fond memories.

I understand the significance a healthy Jonesboro economy provides the Northeast Arkansas region. From the time I spent in Fayetteville with the University of Arkansas as an Associate Athletic Director until now as an Assistant Commissioner at the Southeastern Conference (SEC), I have seen firsthand how the stakeholders of Northwest Arkansas have developed a regional mindset in terms of economic development that has allowed that region to blossom economically. The proposed shooting sports complex could be both a vehicle and fuel that further enhances the economic vitality of Jonesboro and the Northeast Arkansas region.

Because of Jonesboro's strategic location within the Mid-South's Tri-State area, the presence of Arkansas State University, and the growing appeal of shooting sports, I believe developing a shooting sports complex in Jonesboro will be well received by the citizens in the city and region and will provide dividends well into the future. Additionally, I am in support of the P3 Group, Inc. (P3), who is currently being vetted by the developer of this project. In witnessing the municipal work P3 is doing in my native county of Jefferson County, Arkansas, I feel confident this group will serve Jonesboro with the same level of commitment and excellence it has demonstrated in my native county.

Sincerely,



Byron Hatch, J.D.

## Requested Capital Improvement and Fixed Asset Budget Request

August 11, 2020



CITY OF JONESBORO, AR

## Considerations for Additional Spending

- How much in reserves should the city have?
- What has been the revenue/expense trends?
- What likely will occur in the remaining 5 months of 2020?
- Are the proposed items needed and are they the highest priority now?
  - Most were requested for 2020 budget last fall.
- Would the payments be made in 2020 or 2021?

## Budget Status, 7/30/20

	Amount
2020 Projected Budget Balance 1/1/20	- \$3.9 mil.
7/31/20 Budget Balance:	+\$3.7 mil.
Projected* ending 2020: 12/31/20	-\$200,000

\* Anticipates meeting budget projections for remainder of 5 months of 2020.

## Budget Reserves 1/1/20

Fund	Amount
"Required" Reserves (15% of O&M budgeted expenditures)	\$7.8 mil.
Uncommitted Reserves	\$14.8 mil.
<b>Total Reserves*</b>	<b>\$22.6 mil.</b>

## Projected Budget Reserves

	Amount
Total Reserves: 1/1/20	\$22.6 mil.
Projected Ending 2020 Budget:	-\$200,000
Total Reserves: 12/31/20	\$22.4 mil.
<b>Less: Proposed New Items**</b>	<b>\$3.4 mil.</b>
<b>Net: Total Reserves* 12/31/20</b>	<b>\$19.0 mil.</b>

AML recommends 1 month and GFOA recommends 2 months.

\* Net Total Reserves = **4.4 months** of the budgeted \$52 mil. in O&M Exp.

\*\* Request that this be revised to \$3,371,050.

## Requested Capital Improvement and Fixed Asset Budget Request

August 11, 2020



CITY OF JONESBORO, AR



## Proposed New Spending 8/11/20

Department	Original	Adjusted
Police	\$1,484,300	\$1,484,300
Parks	\$961,000	\$781,000
Building Maintenance	\$350,000	\$350,000
Streets	\$349,000	\$349,000
Information Technology	\$168,000	\$168,000
Fire	\$70,000	\$70,000
Engineering	\$60,000	\$60,000
Planning	\$0	\$108,750
<b>TOTAL</b>	<b>\$3,442,300</b>	<b>\$3,371,050</b>

## Police Dept.

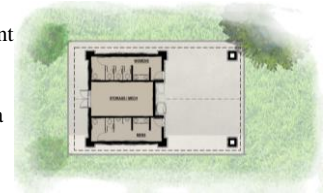
Item	Amount
2 Police Vehicles for CID	\$40,000
1 Drone with flir lighting	\$11,000
162 Portable Radios	\$717,111
143 Mobile Radios	\$642,189
Sky Cops	Donations
20 Toughbooks	\$74,000
<b>TOTAL</b>	<b>\$1,484,300</b>

## Parks Dept.

Item	Original	Adjusted
Walkway concrete repairs (Joe Mack Campbell)	\$10,000	\$10,000
Irrigation and pump house upgrades (JMC)	\$30,000	\$30,000
Relocate fuel tanks (JMC)	\$18,000	\$18,000
Resurface 2 tennis courts (JMC)	\$14,000	\$14,000
Lake overlook (Craighead Forest Park)	\$15,000	\$15,000
Band Shell Update (CFP)	\$30,000	\$30,000
Pier Repair (CFP)* (potential emergency)	\$15,000	\$15,000
Adult softball entrance, Southside	\$30,000	\$30,000
Flip Softball Field #10, Add lighting and improvements	\$180,000	
Gym Lighting, Earl Bell Center	\$10,000	\$10,000
Resurface 12 tennis courts, Allen Park	\$84,000	\$84,000
Miracle League Sign	\$25,000	\$25,000
Shooting Sports Complex (2 Restrooms/Pavilions)	\$500,000	\$500,000
<b>TOTAL</b>	<b>\$961,000</b>	<b>\$781,000</b>

## Shooting Sports Complex Restroom / Pavilion Buildings (2)

- Required by G&F grant
- Located near  
skeet/trap/archery area
- 2 Restrooms/Pavilion
- Storage
- \$500,000 est.



## Building Maintenance Dept.

Item	Amount
Replacement Maintenance Facility (net property swap)	\$350,000

## Street Dept.

Item	Amount
Gradall with bucket and mower (net of trade-in)	\$260,000
Backhoe, Case 590 Super N	\$89,000
<b>TOTAL</b>	<b>\$349,000</b>

Information Technology Dept.

Item	Amount
New phone system	\$160,000
Voting system for Legistar	\$8,000
<b>TOTAL</b>	<b>\$168,000</b>

Fire Dept.

Item	Amount
Parking lot repair at Station #3	\$50,000
5 Replacement Radios	\$20,000
<b>TOTAL</b>	<b>\$70,000</b>

Engineering Dept.

Item	Amount
Trimble Data Collector	\$10,000
ADA Compliance Mitigation	\$50,000
<b>TOTAL</b>	<b>\$60,000</b>

Planning Dept.

Item	Amount
Permit/Project Tracking Software	\$108,750





## Legislation Details (With Text)

<b>File #:</b>	RES-20:111	<b>Version:</b>	1	<b>Name:</b>	REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BRIDGE LIGHTING
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	7/29/2020	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BRIDGE LIGHTING				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Utility service from CWL				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
8/4/2020	1	Public Works Council Committee		

### A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BRIDGE LIGHTING

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities for 4115 E. Highland Drive and 2011 Watt Street in Jonesboro, Arkansas related to bridge lighting.

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

Section 1: That City Water and Light be requested by this resolution to provide free utilities to the locations listed above for bridge lighting.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



## Legislation Details (With Text)

<b>File #:</b>	RES-20:116	<b>Version:</b>	1	<b>Name:</b>	AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/5/2020	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM.				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">HCSI Subrecipient Agreement</a>				

Date	Ver.	Action By	Action	Result
8/11/2020	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM.

WHEREAS, the City of Jonesboro, Arkansas has allocated FY2020 CDBG Program funds for the Hispanic Community Services - El Centro Hispano to receive \$20,000 for its After-School Program - La Escuelita, reference RES-20:060; and

WHEREAS, the City desires the subrecipient to carry out its stated objectives for the public services program as prescribed in the 2020 Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the subrecipient assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Community Development Block Grant Program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



## **City of Jonesboro**

### **Community Development Block Grant Program (CDBG)**

### **Public Services Agreement**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **City of Jonesboro, Arkansas** (herein after referred to as “Grantee”) and **Hispanic Community Services, Inc. – El Centro Hispano** (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient is a nonprofit organization under Internal Revenue Service (IRS) as 501(c)(3), primarily providing services to qualified low-and moderate-income (LMI) citizens; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

#### **I. NATIONAL OBJECTIVES**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR § 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

#### **II. SCOPE OF SERVICE**

##### **A. Project Description**

El Centro Hispano is a nonprofit organization providing services to the Hispanic low- and moderate-income community. The After-School Program – La Escuelita program expansion will consist in providing standardized placement testing, individual tutoring plans, one-on-one tutoring, bilingual tutoring, reading and art programs, and more, as supplemental services to 75 Hispanic students in K-8<sup>th</sup> grade. The 2020 CDBG Program funds of \$20,000 will be utilized to cover part of the program operating costs as scholarships for 75 students.

##### **B. Levels of Accomplishments: Objectives and Performances**

In addition to the general administrative services required as part of this Agreement,

the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
After-School Program Expansion - La Escuelita	75 K-8 <sup>th</sup> grade students

C. Key Personnel

Gina Gomez, Executive Director  
Carolina Elmore, Programs Coordinator

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Participant Cost/Scholarship	\$20,000 (75 K-8 <sup>th</sup> grade students)
<b>TOTAL</b>	<b>\$20,000</b>

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

III. PAYMENT

The total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 *CFR Part 200* and 24 *CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

#### **IV. TIME OF PERFORMANCE**

##### **A. Program Year**

Services of the Subrecipient shall start on the 1<sup>st</sup> day of July, 2020 and end on the 30<sup>th</sup> day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

##### **B. Reporting**

Quarterly Progress and Expenditure Reports are due every 15<sup>th</sup> of each quarter after grant awarded. Progress reports cover the advancement of the organization/program resulting from granted funds. Expenditure reports cover the expended budget line items approved. Each report must include proof of payment such receipts, invoices, cleared checks and/or bank statements. Funds being used for salary must include timesheets and payroll statement as proof of payment.

**Reporting period: Q1 (July to September) due on October 15, 2020; Q2 (October to December) due on January 15, 2021; Q3 (January to March) due on April 15, 2021; and Q4 (April to June) due on July 15, 2021.**

Subrecipient must submit Quarterly Progress and Expenditure Reports no later than deadlines set. Failure to submit reports and adequate supportive documentation may result in suspension or cancelation of fund reimbursement.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:



# City of Jonesboro

## Community Development Block Grant Program (CDBG)

### Public Services Agreement

#### Grantee

City of Jonesboro  
Grants & Community Development  
300 S. Church St.  
P.O. Box 1845  
Jonesboro, AR 72403-1845  
Tel. (870) 932-1052  
Fax (870) 933-4626

#### Subrecipient

El Centro Hispano – HCSI  
Gina Gomez, Executive Director  
211 Vandyne Street  
Jonesboro, AR 72401  
Tel. (870) 931-1884

## **VI. COMPLIANCE**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

## **VII. SPECIAL CONDITIONS**

Any changes or modifications to the organization, program, and or project funded with CDBG is required to notify the Grantee, including any changes on personnel, organizational structure, financial standing, and or any modifications conducted due to the Coronavirus Pandemic.

## **VIII. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR § 570.604 and (2) the Subrecipient

does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition



The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 *CFR* § 85.43, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 *CFR* § 85.44, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with 2 *CFR* § 200.213, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or sub-award are not allowable unless the Federal awarding agency or pass-through entity

expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 *CFR Part* 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;

- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall

continue to meet eligibility criteria and shall conform to the “changes in use” restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at *24 CFR § 570.504*. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **This project is not allow to generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Sub Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds and program income balances available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.



E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84*, § 570.502, 570.503, and § 570.504, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of

persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

**2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 *CFR* § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

**3. Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

**B. Affirmative Action**

**1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

**2. Women-and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent

owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency’s contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism

activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's clients/participants and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's clients/participants and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring



The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 *CFR* § 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 funds other than Federal appropriated funds 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification  
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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR § 570.200(j).

## **XII. SEVERABILITY**

City of Jonesboro  
CDBG Public Services Program  
Subrecipient Agreement

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

**City of Jonesboro**

**Subrecipient**

\_\_\_\_\_  
Harold Perrin, Mayor

\_\_\_\_\_  
Gina Gomez, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	RES-20:117	<b>Version:</b>	1	<b>Name:</b>	ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR A PARKING LOT AND ENTRANCE ACCORDING TO THE 2020 ANNUAL ACTION PLAN
<b>Type:</b>	Resolution	<b>Status:</b>	Recommended to Council		
<b>File created:</b>	8/5/2020	<b>In control:</b>	Finance & Administration Council Committee		
<b>On agenda:</b>	<b>Final action:</b>				
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR A PARKING LOT AND ENTRANCE ACCORDING TO THE 2020 ANNUAL ACTION PLAN				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">MOU for Recovery, Inc.</a>				

Date	Ver.	Action By	Action	Result
8/11/2020	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH RECOVERY INCORPORATED TO PROVIDE FUNDING FOR A PARKING LOT AND ENTRANCE ACCORDING TO THE 2020 ANNUAL ACTION PLAN

WHEREAS, the City of Jonesboro, Arkansas has allocated FY2020 CDBG Program funds to cover the cost of making ADA accessible modifications and improvements to the parking lot and entrance of the Recovery, Inc. facility at 2901 W. Washington Avenue, Jonesboro, Arkansas, reference RES-20:060; and

WHEREAS, the City and Recovery, Inc. desires to carry out the project modification and improvements as prescribed in the 2020 Annual Action Plan and in the scope of work within the awarded grant amount and the terms and conditions of the Community Development Block Grant Program as described in this MOU.

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

SECTION 1: The City of Jonesboro will enter into a Memorandum of Understanding agreement with the Recovery Incorporated organization for the aforementioned parking lot modifications and improvements for the 2020 Annual Action Plan.

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



# MEMORANDUM OF UNDERSTANDING

## PUBLIC FACILITY IMPROVEMENTS

This Memorandum of Understanding (“MOU”) is entered into jointly by the City of Jonesboro (City) and Recovery Incorporated (hereinafter referred to as “Subrecipient”).

### **I. Purpose**

The purpose of this MOU is to formalize the commitment among the listed entities to work in a partnering process to coordinate the project funded through Community Development Block Grant (CDBG) funds. This partnership will facilitate a coordinated effort that ensures that the parking lot at the location of the Recovery Inc. facility at 2901 W. Washington Avenue, Jonesboro, Arkansas is conducted according to the federal, state and local laws. This MOU shall be applicable to the project outlined in the 2020 Annual Action Plan.

### **II. Background**

The goal of the 2020 Annual Action Plan (“Project”) is to meet the CDBG program’s National Objectives by (1) benefit to low- and- moderate income persons; (2) aid in the prevention or elimination of slums or blight; and (3) ensure community development needs having a particular urgency, as defined in 24 CFR§570.208. CDBG funds will be utilized to cover the cost of making ADA Accessible modifications and improvements to the parking lot and entrance of the Recovery, Inc. facility.

The need for coordination to streamline the project for the reconstruction is seen as necessary by the parties to fulfill as mandated through National Objectives set forth by U.S. Department of Housing and Urban Development for the CDBG program.

### **III. Statutory and Regulatory Authority**

WHEREAS, federal funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended in 1988, or the Fair Housing Act (FHA) prohibits discrimination in the sale, rental, and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and disability.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits the discrimination on the basis of race, color or national origin in programs and activities receiving federal financial assistance.



WHEREAS, Title II of the Americans with Disabilities Act of 1990 prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

WHEREAS, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activities receiving federal financial assistance.

WHEREAS, Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

WHEREAS, Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

WHEREAS, in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of services through federally funded activities.

**NOW, THEREFORE:**

#### **IV. Commitment of the Entities**

To facilitate preparation of the facility improvement, the City and SUBRECIPIENT hereby commit as follows:

- SUBRECIPIENT must comply with City’s policy and procedures in accordance with 24 CFR §570 and 2 CFR §200, as applicable.
- SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the aforementioned activities.
- SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold that receive federal financial assistance. Those properties shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions in 24 CFR §570.503(b) (8), as applicable.
- All records pertaining to the Project shall be made available to the City, the Federal agency and their designees, at any time during normal business hours, as deemed necessary, to audit, and make excerpts or transcripts of all relevant data.

- SUBRECIPIENT shall hold harmless, defend and indemnify the City, its agents, and employees from any suits and actions: including attorney's fees, all costs of litigation, and judgment brought against the City as a result of loss, damage or injury to persons or property arising out of or resulting from SUBRECIPIENT direct use and operation of programs in connection with the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this MOU only if as a result of the SUBRECIPIENT's negligent or intentional acts.
- SUBRECIPIENT shall comply with the bonding and insurance requirements as outlined in 24 CFR §§84.31 and 84.48 and 2 CFR §§200.304, 200.310 and 200.447.
- The City may amend, in its discretion, this MOU to conform to all Federal, state or local governmental laws and regulations as deemed necessary. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the MOU, such modifications will be incorporated only by written amendment signed by both parties.
- In accordance with 2 CFR §200.213, non-federal entities are subject to the non-procurement debarment and suspension regulations that restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. SUBRECIPIENT and its agents under this MOU shall be registered with System for Award Management (SAM) prior to the commencement of activities.
- SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR §570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for CDBG-assisted projects. SUBRECIPIENT also agrees to comply with applicable City ordinances, variances and policies concerning the displacement of persons from their residences.
- SUBRECIPIENT agrees to comply with the non-discrimination practices regarding employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR §570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are applicable.
- Both parties shall maintain documentation that demonstrates compliance with hour and wage requirements according to all federal, state and local laws and regulations. Such documentation shall be readily available upon request.
- SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this MOU without the written consent of the City prior to the execution of such agreement. SUBRECIPIENT will monitor all subcontracted services

on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of actions taken in correction areas of noncompliance. SUBRECIPIENT shall initiate all of the provisions of this MOU in its entirety to be included in any subcontract executed in the performance of said Project. SUBRECIPIENT shall undertake to ensure that all subcontracts consent to the performance of this MOU shall be awarded upon a fair and open competitive basis. Executed copies of all subcontracts shall be directed to the City along with documentation concerning the selection process as applicable.

- SUBRECIPIENT agrees to abide by the provisions of 24 CFR §570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance. No persons having such a financial interest shall be employed or retained by either party hereunder. These conflict of interest provisions include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or SUBRECIPIENT that are receiving funds under the CDBG Entitlement program.
1. Both Parties agrees to comply with the following requirements insofar as they apply to the performance of this MOU:

#### Air and Water

- Clean Air Act, 42 U.S. C., 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

#### Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Entity shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this MOU shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based

paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures must be undertaken.

Historic Preservation

Compliance with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this MOU. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**IV. Conclusion**

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the Project fully comply with all applicable federal requirements and minimizes duplication of effort.

**City of Jonesboro**

**Recovery Incorporated**

\_\_\_\_\_  
Mayor Harold Perrin

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk, Donna Jackson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

<b>File #:</b>	RES-20:118	<b>Version:</b>	1	<b>Name:</b>	ENTER INTO AN AGREEMENT WITH THE WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM
<b>Type:</b>	Resolution	<b>Status:</b>			Recommended to Council
<b>File created:</b>	8/5/2020	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM				
<b>Sponsors:</b>	Grants				
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<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">WENA Subrecipient Agreement</a>				

Date	Ver.	Action By	Action	Result
8/11/2020	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM WHEREAS, the City of Jonesboro, Arkansas has allocated FY2020 CDBG Program funds for the West End Neighborhood Association to receive \$10,822.88 for its Safety Lighting Project Expansion, reference RE-20:060; and

WHEREAS, the City desires the subrecipient to carry out its stated objectives for the public services program as prescribed in the 2020 Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the subrecipient assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Community Development Block Grant Program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



# **City of Jonesboro**

## **Community Development Block Grant Program (CDBG)**

### **Public Services Agreement**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **West End Neighborhood Association** (hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient is a nonprofit organization under Internal Revenue Service (IRS) as 501(c)(3), primarily providing services to qualified low-and moderate-income (LMI) citizens; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

#### **I. NATIONAL OBJECTIVES**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

#### **II. SCOPE OF SERVICE**

##### **A. Project Description**

The West End Neighborhood Association will undertake the Safety-Lighting Project Expansion to install additional street lights in the low-to moderate-income neighborhood streets identified as high crime areas to deter crime. The 2020 CDBG Program funds of \$10,822.88 will be utilized to cover the program operating costs to installation and usage of the lights through City Water and Light (CWL).

##### **B. Levels of Accomplishments: Objectives and Performances**

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services.



The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

Project Name

Persons Served Directly

Safety Lighting Project Expansion

Approx. 6,800 persons within targeted LMI neighborhood boundaries.

C. Key Personnel

Board of Directors

Dr. Bob Warner

Mary Ellen Warner

Mary Ransone

Jeff Ransone

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

Budget Line Items

Approved Amounts

Light Rental & Usage

\$10,822.88

**TOTAL**

**\$10,822.88**

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

**III. PAYMENT**

The total amount to be paid by the Grantee under this Agreement shall not exceed \$10,822.88. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in *2 CFR Part 200* and *24 CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

#### **IV. TIME OF PERFORMANCE**

##### **A. Program Year**

Services of the Subrecipient shall start on the 1<sup>st</sup> day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

##### **B. Reporting**

Quarterly Progress and Expenditure Reports are due every 15<sup>th</sup> of each quarter after grant awarded. Progress reports cover the advancement of the organization/project resulting from granted funds. Expenditure reports cover the expended budget line items approved. Each report must include proof of payment such receipts, invoices, cleared checks and/or bank statements. Funds being used for salary must include timesheets and payroll statement as proof of payment.

**Reporting period: Q1 (July to September) due on October 15, 2020; Q2 (October to December) due on January 15, 2021; Q3 (January to March) due on April 15, 2021; and Q4 (April to June) due on July 15, 2021.**

Subrecipient must submit Quarterly Progress and Expenditure Reports no later than deadlines set. Failure to submit reports and adequate supportive documentation may result in suspension or cancelation of fund reimbursement.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

Communication and details concerning this Agreement shall be directed to the following:

Grantee

City of Jonesboro  
Grants & Community Development  
300 S. Church St.  
P.O. Box 1845  
Jonesboro, AR 72403-1845  
Tel. (870) 932-1052  
Fax (870) 933-4626

Subrecipient

West End Neighborhood Association  
Mary Ransone  
P.O. Box 1002  
Jonesboro, AR 72403  
870-897-6726

**VI. COMPLIANCE**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

**VII. SPECIAL CONDITIONS**

Any changes or modifications to the organization, program, and or project funded with CDBG is required to notify the Grantee, including any changes on personnel, organizational structure, financial standing, and or any modifications conducted due to the Coronavirus Pandemic.

At the end of the Subrecipient Agreement herein, the Subrecipient must sustain and ensure that these streets lights remain powered. The West End Neighborhood Association will be providing sponsorship opportunities to keep street light project sustained.

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations

concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with *2 CFR § 200.213*, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or sub-

award are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 *CFR* Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;



- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use"

restrictions in *24 CFR Parts 570.503(b) (8)*, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at *24 CFR § 570.504*. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **This project is not allow to generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost

allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Sub Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds and program income balances available in Subrecipient accounts as applicable. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside of city limits of Jonesboro with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84*, § 570.502, 570.503, and § 570.504, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 *CFR* § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in

lieu of an independent investigation.

3. Access to Record

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X(A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of Contract Work Hours and Safety



Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s clients/participants and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s clients/participants and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under *24 CFR Part 135* and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its

entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of *24 CFR § 570.611* with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 funds other than Federal appropriated funds 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. Lobbying Certification

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.

- 6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- 7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 *CFR* § 570.200(j).

## **XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

**City of Jonesboro**

**Subrecipient**

\_\_\_\_\_  
Harold Perrin, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	ORD-20:030	<b>Version:</b>	1	<b>Name:</b>	AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS
<b>Type:</b>	Ordinance	<b>Status:</b>			First Reading
<b>File created:</b>	7/29/2020	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 117 - Zoning				
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
8/4/2020	1	Public Works Council Committee		

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR AN EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS  
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: Section 117.330, known as the sidewalk ordinance of the City of Jonesboro, Arkansas shall add the following as an exemption under subsection (c):

5. Sidewalks or a contribution in lieu of construction fee shall not be required within a planned industrial park. A “planned industrial park” for this purpose is property zoned I-2; a minimum of fifty contiguous acres; and has undeveloped property that is owned either by a public entity, a not for profit organization, or an improvement district that is being promoted for industrial development.





## Legislation Details (With Text)

**File #:** ORD-20:032 **Version:** 1 **Name:** DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR EMERGENCY STORM WORK TO REPAIR TRAFFIC SIGNALS AFTER THE MARCH 28, 2020 TORNADO

**Type:** Ordinance **Status:** First Reading

**File created:** 8/5/2020 **In control:** Finance & Administration Council Committee

**On agenda:** **Final action:**

**Title:** AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR EMERGENCY STORM WORK TO REPAIR TRAFFIC SIGNALS AFTER THE MARCH 28, 2020 TORNADO.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/11/2020	1	Finance & Administration Council Committee		

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR EMERGENCY STORM WORK TO REPAIR TRAFFIC SIGNALS AFTER THE MARCH 28, 2020 TORNADO.

WHEREAS, the traffic signals located on Highland Drive and Brazos, Clinton School at Johnson Avenue, and Caraway Road at Race Street were damaged by the tornado of March 28, 2020, and,

WHEREAS, the City had to immediately contact known vendor, Desoto County Electric Inc of Horn Lake, MS to make temporary repairs at the locations stated, and,

WHEREAS, the total cost to the City of Jonesboro including all expenses came to the total of \$46,914.50 to be reimbursed by the City's insurance company.

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

Section 1: An exceptional situation exists requiring the waiving of the conditions of competitive bidding, so that competitive bidding requirements are hereby waived, and the temporary repairs made were made immediately after the tornado.

Section 2: Said repairs were paid from the insurance recovery monies to be reimbursed by the Arkansas Municipal League Property Insurance program.



## Legislation Details (With Text)

<b>File #:</b>	ORD-20:031	<b>Version:</b>	1	<b>Name:</b>	REZONING REQUEST FROM C-3, GENERAL COMMERCIAL DISTRICT TO RS-7 SINGLE FAMILY RESIDENTIAL DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 3515 LONGCREST DRIVE AS REQUESTED BY CARLOS WOOD ON BEHALF OF B & T LAND COMPANY, LLC.
<b>Type:</b>	Ordinance	<b>Status:</b>			Second Reading
<b>File created:</b>	7/30/2020	<b>In control:</b>			City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES OF JONESBORO, ARKANSAS, FROM C-3, GENERAL COMMERCIAL DISTRICT TO RS-7 SINGLE FAMILY RESIDENTIAL DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 3515 LONGCREST DRIVE AS REQUESTED BY CARLOS WOOD ON BEHALF OF B & T LAND COMPANY, LLC.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Application</a> <a href="#">Rezoning Plat</a> <a href="#">Staff Summary - City Council</a> <a href="#">Pictures of Rezoning Signs</a> <a href="#">TURMAN LONGCREST REZONING-REV071020</a> <a href="#">USPS Receipts</a> <a href="#">Warranty Deed</a>				

Date	Ver.	Action By	Action	Result
8/4/2020	1	City Council		

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES OF JONESBORO, ARKANSAS, FROM C-3, GENERAL COMMERCIAL DISTRICT TO RS-7 SINGLE FAMILY RESIDENTIAL DISTRICT LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 3515 LONGCREST DRIVE AS REQUESTED BY CARLOS WOOD ON BEHALF OF B & T LAND COMPANY, LLC.

WHEREAS, B & T LAND COMPANY, LLC, is the owners of the following real estate in Jonesboro, Craighead County, AR, to wit:

A PART OF THE SW 1/4 OF SECTION 34, T14N-R4E, AND ALSO A PART OF LOT 2 OF THE REPLAT OF WRINKLES LONGCREST DRIVE ADDITION TO THE CITY OF JONESBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 34; THENCE EAST 1099.76 FEET (REC. 1098.68') THENCE S 01°21'47" E 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF LONGCREST DRIVE BEING THE POINT OF BEGINNING; THENCE S 89°50'22" E 431.14 FEET (REC. EAST 430.09') ALONG SAID RIGHT-OF-WAY; THENCE S 01°14'09" E 410.84 FEET (REC S 01°03'26" E 411.08'); THENCE S 87°08'46" W 99.59 FEET; THENCE SOUTH 146.97 FEET; THENCE WEST 50.30 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.0 FEET AN ARC DISTANCE OF 14.02 FEET; THENCE ON A CURVE TO THE

RIGHT WITH A RADIUS OF 25.0 FEET AN ARC DISTANCE OF 42.24 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 230.0 FEET AN ARC DISTANCE OF 52.59 FEET; THENCE N 01°34'37" W 24.37 FEET; THENCE N 89°53'19" W 243.97 FEET; THENCE NORTH 22.96 FEET; THENCE N 02° 11'01" W 236.03 FEET; THENCE N 01°21'47" W 197.51 FEET TO THE POINT OF BEGINNING, CONTAINING 4.61 ACRES, MORE OR LESS.

WHEREAS, the current zoning classification for the Property is C-3 General Commercial; and

WHEREAS, the owner of the Property has requested that the Property be rezoned to; Single Family Residential District RS-7 with Limited Use Overlay of Minimum 60 Feet Wide Lots, and

WHEREAS, it appears that all applicable laws of the State of Arkansas and the ordinances of the City of Jonesboro have been complied with in presenting this ordinance to the City Council.

SECTION I: Chapter 117, known as the Zoning Ordinance of the City of Jonesboro, Arkansas, codified as Title 14 of the Jonesboro Municipal Code, should be, and it hereby is amended so that the Property is zoned from C-3 General Commercial to RS-7 Single Family Residential District Limited Use Overlay

SECTION II: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING CONDITIONS:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any deviation of the approved use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing buffering, outdoor storage, to dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. This Rezoning is a Limited Use Overlay with the following
  - a. The Minimum Lot width will be 60 feet.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the Property described hereinabove so that the zoning classification of said Property shall be in accordance with the provisions of this Ordinance.



METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

20-11

# Application for a Zoning Ordinance Map Amendment

Meeting Date: 7.28.20

Date Received: 7.2.20

Meeting Deadline 7.2.20

Case Number: RZ20-11

**LOCATION:**

Site Address:

3513 LONGCREST DR

Side of Street: S between GLITTERMAN ST and WILLOW RD

Quarter: SW 1/4 Section: 34 Township: 14 Range: 4

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

**SITE INFORMATION:**

Existing Zoning: C-3 and R-1 Proposed Zoning: RS-7, LUO

Size of site (square feet and acres): 200,642.7SQ.FT. , 4.61 ACRES Street frontage (feet): 431 FT.

Existing Use of the Site: VACANT

Character and adequacy of adjoining streets: ASPHALT - GOOD CONDITION

Does public water serve the site? YES NORTH SIDE OF STREET

If not, how would water service be provided?

Does public sanitary sewer serve the site? NO

If not, how would sewer service be provided? INSTALLED WHEN LOTS ARE DEVELOPED

Use of adjoining properties:

North R-1

South R-1

East R-1 AND C-3

West R-1

Physical characteristics of the site: FLAT TERRAIN

Characteristics of the neighborhood: RESIDENTIAL

*Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.*



**REZONING INFORMATION:**

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it? C-3 and R-1
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? RESIDENTIAL SUBDIVISION.  
NOT ALLOWED IN C-3 ZONING.
- (3). If rezoned, how would the property be developed and used? DEVELOPED INTO RESIDENTIAL SUBDIVISION
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? APPROXIMATELY 1/4 ACRE LOTS
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan? YES
- (6). How would the proposed rezoning be the public interest and benefit the community? CONSISTANT WITH SURROUNDING AREA
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? SAME TYPE
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? MORE DESIRABLE AS  
RESIDENTIAL
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. NO DETRIMENTAL EFFECT FORESEEN.
- (10). How long has the property remained vacant? 4 YEARS
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? NO DETRIMENTAL EFFECT FORESEEN.
- (12). If the rezoning is approved, when would development or redevelopment begin? IMMEDIATELY
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.  
LUO-SINGLE FAMILY RESIDENTIAL W/ MINIMUM 60' WIDE LOTS

**OWNERSHIP INFORMATION:**

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

**Owner of Record:**

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.


Name: RICK AND SHERRY TURMAN &  
B&T LAND COMPANY, LLC

Address: 6155 HWY 1 SOUTH

City, State: JONESBORO, AR ZIP 72404

Telephone: 870-931-4800

Facsimile:

Signature: 

**Applicant:**

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: SAME

Address:

City, State: ZIP

Telephone:

Facsimile:

Signature:

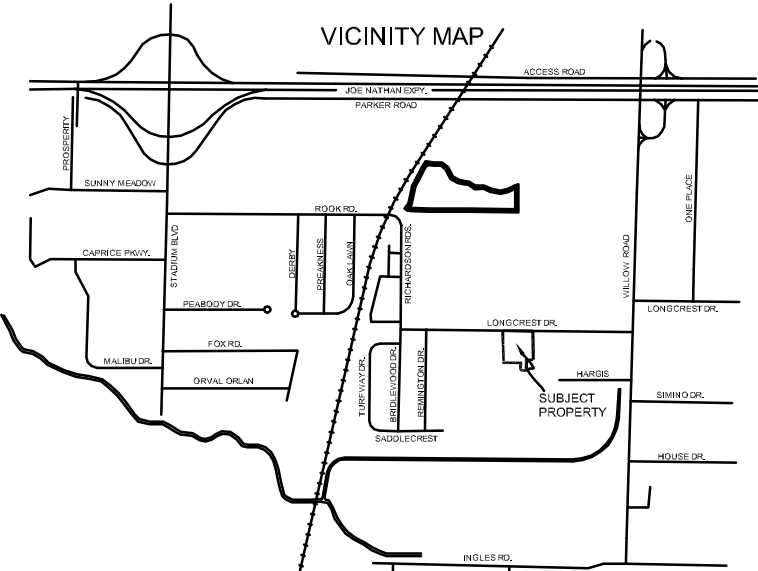
**Deed:** Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING REQUEST

PART OF THE SW 1/4 OF SECTION 34, T14N-R4E, AND ALSO A PART OF LOT 2 OF THE REPLAT OF WRINKLES LONGCREST DRIVE ADDITION TO THE CITY OF JONESBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 34; THENCE EAST 1099.76 FEET (REC. 1098.68') THENCE S 01°21'47" E 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF LONGCREST DRIVE BEING THE POINT OF BEGINNING; THENCE S 89°50'22" E 431.14 FEET (REC. EAST 430.09') ALONG SAID RIGHT-OF-WAY; THENCE S 01°14'09" E 410.84 FEET (REC S 01°03'26" E 411.08'); THENCE S 87°08'46" W 99.59 FEET; THENCE SOUTH 146.97 FEET; THENCE WEST 50.30 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.0 FEET AN ARC DISTANCE OF 14.02 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 25.0 FEET AN ARC DISTANCE OF 42.24 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 230.0 FEET AN ARC DISTANCE OF 52.59 FEET; THENCE N 01°34'37" W 24.37 FEET; THENCE N 89°53'19" W 243.97 FEET; THENCE NORTH 22.96 FEET; THENCE N 02°11'01" W 236.03 FEET; THENCE N 01°21'47" W 197.51 FEET TO THE POINT OF BEGINNING, CONTAINING 4.61 ACRES, MORE OR LESS.

PT. LOT 2, WRINKLES  
LONGCREST DRIVE ADD.  
REITHEMEYER  
C-3



RE-ZONING PLAT

TURMAN CONSTRUCTION INC.

6155 HIGHWAY 1 S, JONESBORO AR. 72404

ADAMSON SURVEYING, 2604 EDEN HILLS LANE,  
JONESBORO ARKANSAS, 72404 PH: 932-5900

PLAN SCALE:  
1" = 60.0'

dale@adamson-surveying.net

DATE: 07/02/2020

SHEET ONE OF ONE

LEGEND

These standard symbols will be found in the drawing.

- FND. 1/2" REBAR W / CAP
- FND. PIPE
- FENCE
- C. P. S.
- CALC. CORNER



THIS PROPERTY IS IN THE 100 YEAR FLOOD PLAIN (ZONE AE) AS SHOWN BY FEMA MAP PANEL NO. 05031C0134 C EFFECTIVE SEPTEMBER 27, 1991.

CURVE	RADIUS	ARC LENGTH
C1	170.00'	14.02'
C2	25.00'	42.24'
C3	230.00'	52.59'

GPS GRID NORTH, AR S.P.C. NORTH, NAD83  
CONVERGENCE 00°46'55.21", SF= 0.99994292

EXISTING C-3  
PROPOSED RS-7,LUO

PT. LOT 2, WRINKLES  
LONGCREST DRIVE ADD.  
4.17 Acres  
181,455.6 sq. ft.

TOTAL REZONING AREA  
4.61 Acres  
200,642.7 sq. ft.

EXISTING R-1  
PROPOSED RS-7,LUO

PART OF SW 1/4 OF  
SEC 34, T-14-N,  
R-4-E  
0.44 Acres  
19,187.1 sq. ft.

B&T LAND COMPANY, LLC  
ZONED R-1

B&T LAND COMPANY, LLC  
ZONED R-1

B&T LAND COMPANY, LLC  
ZONED R-1

NORTH  
22.96'

FLOOD ZONE AE  
FLOOD ZONE X

N 89°53'19" W  
243.97'

N 01°34'37" W  
24.37'

WEST

SOUTH  
146.97'

S 87°08'46" W  
99.59'

S 01°14'09" E  
410.84'

N 02°11'01" W  
236.03'

N 01°21'47" W  
197.51'

LOT 3, WRINKLES  
LONGCREST DRIVE ADD

MOODY  
R-1

FND. 1/2" REBAR  
W/ CAP (1400)

EAST 1099.76'

NW CORNER  
SW 1/4 SEC. 34  
T14N-R4E

FLOOD PLAIN LINE

FLOOD ZONE AE  
FLOOD ZONE X

P.O.B.

C/L LONGCREST DRIVE

FND. 1-1/4" PIPE  
W/ CAP (BARE)

431.14'

60.0'



*City of Jonesboro City Council*  
**Staff Report – RZ 20-11 3513 LONGCREST DRIVE**  
**Municipal Center - 300 S. Church St.**  
*For Consideration by the City Council on August 4th, 2020*

**REQUEST:** To consider a rezoning of one tract of land containing 4.61 acres more or less.

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “C-3” General Commercial District and “R-1” Single Family Residential District to “RS-7” Single Family Residential District; minimum 6,222 sq. ft. lot required with a Limited Use Overlay.

**APPLICANTS/OWNER:** B & T Land Company, LLC, 6155 Hwy 1 South, Jonesboro, AR 72404

**LOCATION:** 3513 Longcrest Drive, Jonesboro, AR 72404

**SITE DESCRIPTION:** **Tract Size:** Approx. 4.61 Acres  
**Street Frontage:** 431 ft. on Longcrest Drive  
**Topography:** Predominately flat  
**Existing Development:** Vacant Land

**SURROUNDING CONDITIONS:**

ZONE	LAND USE
North	R-1 Single Family Residential
South	R-1 Single Family Residential – Bridlewood Subdivision
East	R-1 Single Family Residential
West	R-1 Single Family Residential

**HISTORY:** Vacant

**ZONING ANALYSIS:**

*City Planning Staff has reviewed the proposed Zone Change and offers the following findings:*

**COMPREHENSIVE PLAN LAND USE MAP:**

The Current/Future Land Use Map recommends this location as Low Intensity Growth Sector. Low Intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that many, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at the crossroads



of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. Also, limits on hours of operation, lighting standards, screening from residential uses, etc. are appropriate.

**LOW INTENSITY GROWTH SECTORS - RECOMMENDED USE TYPES INCLUDE:**

- *Moderate to Large lot Single Family Residential Developments*
- *Neighborhood Markets*
- *Neighborhood Convenience Stores*
- *Neighborhood Services (Dry Cleaners, Carwashes, Small Banks)*
- *Senior Living Centers / Nursing Homes, etc.*
- *Stable*

**DENSITY:** *Single Family Residential on 1/5 to 5 Acre Lots*

**HEIGHT:** *40 Feet*

**TRAFFIC:** *Approximately 100 peak hour trips (Commercial Only)*

**EXAMPLES:**



**Fig. 6: Example Low Intense Type- Neighborhood Market**



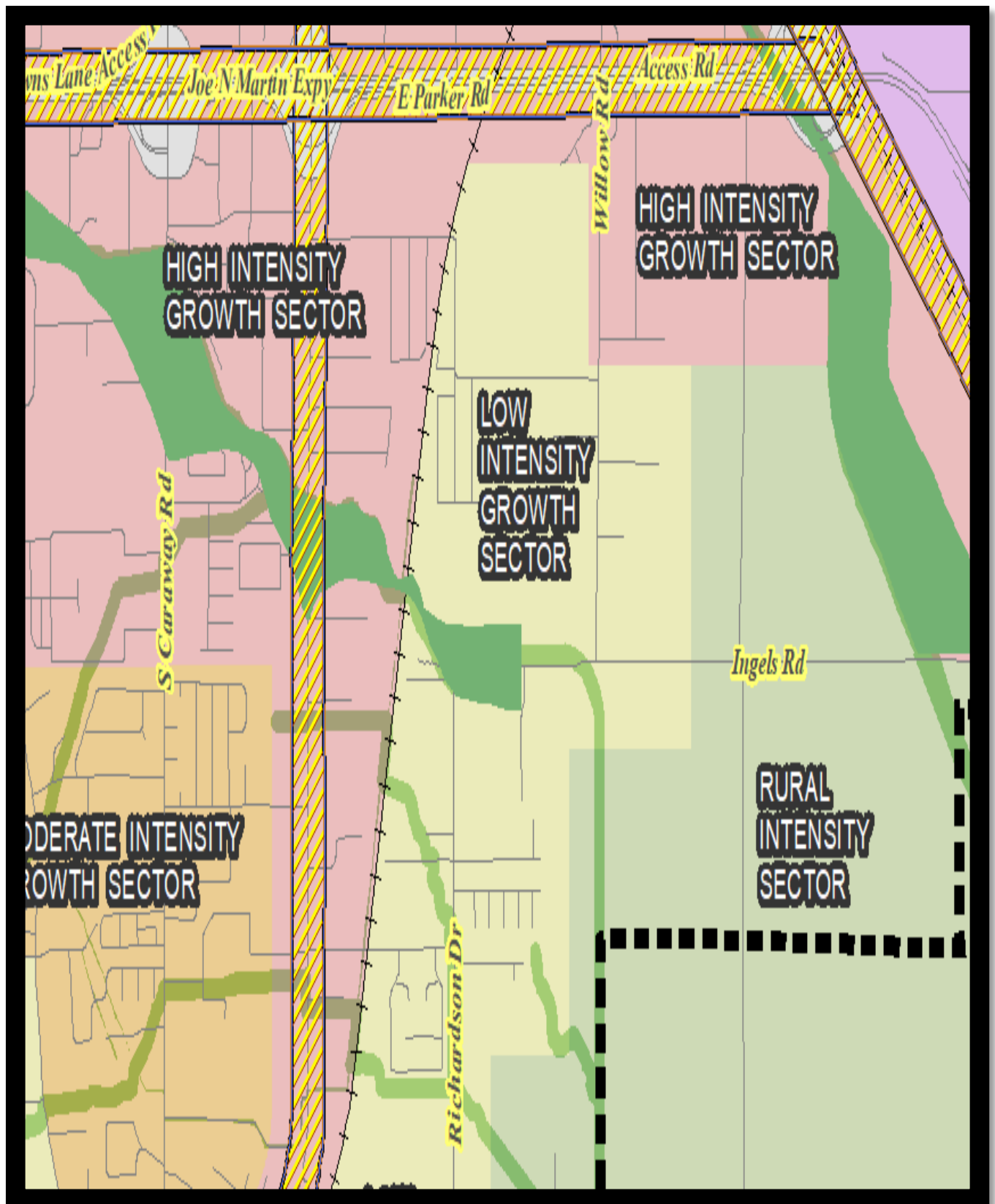
**Fig. 7: Example Low Intense Type- Larger Lot Residential**



**Fig. 8: Example Rural Development Type-Service Commercial-Convenience Store**

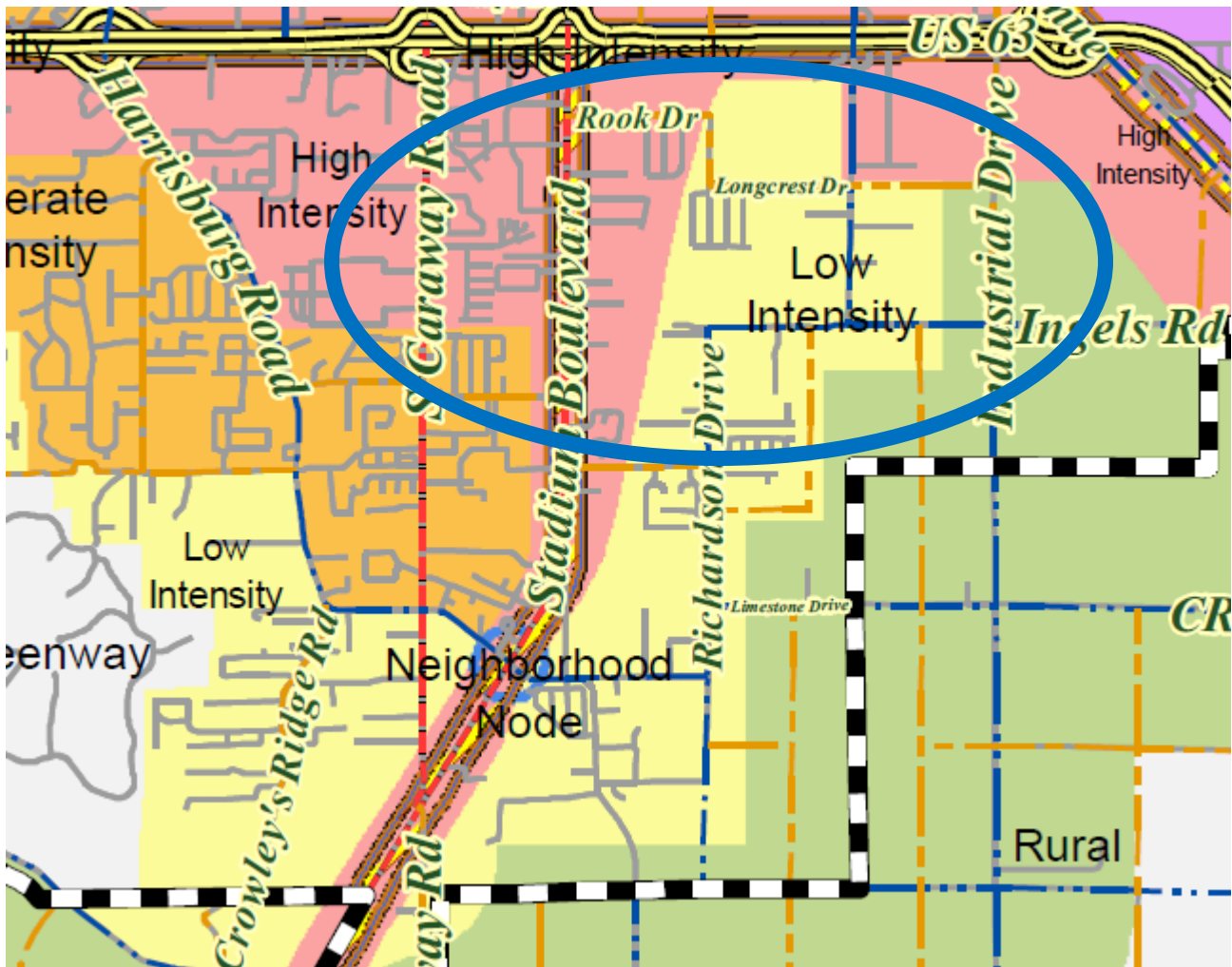


**Fig. 9: Example Low Intense Type- 1/3 Acre Lot Residential**



**Land Use Plan**

## MASTER STREET PLAN/TRANSPORTATION



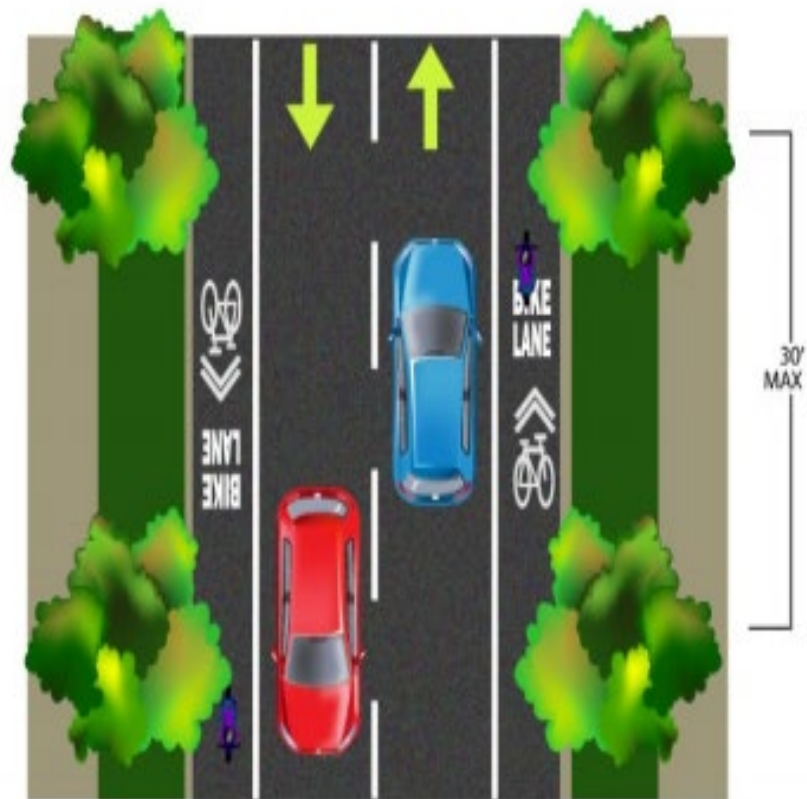
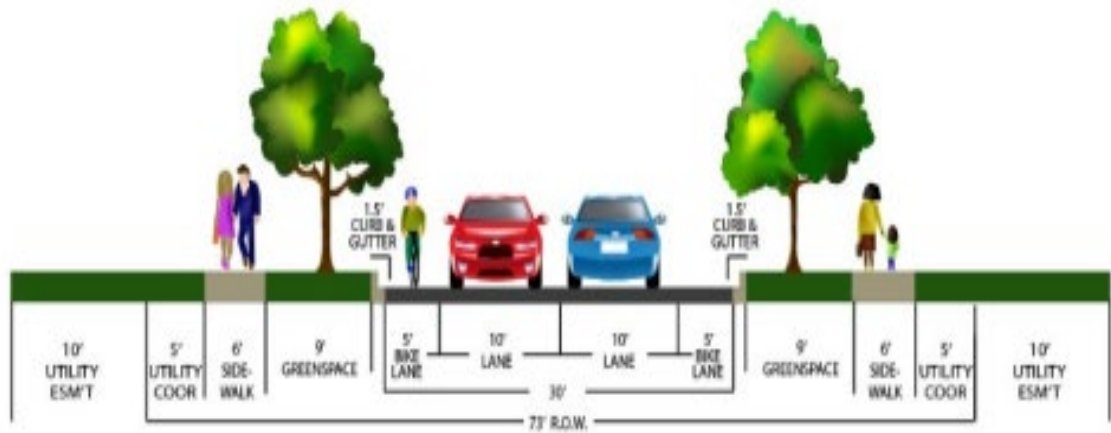
*Master Street Plan Map*

### Master Street Plan/Transportation

The subject property is served by Longcrest Drive. Longcrest Drive on the Master Street Plan is classified a Collector. Collectors provide for traffic movement between arterials and local streets. The Secondary function of a Collector Street is providing access to adjoining property. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials. The Collector system should not be continuous, but should direct traffic to arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff. Collector streets should be spaced roughly one-half mile from arterials. The Design of the Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric Design of highways and streets current edition.

# COLLECTOR STREET OPTION 1

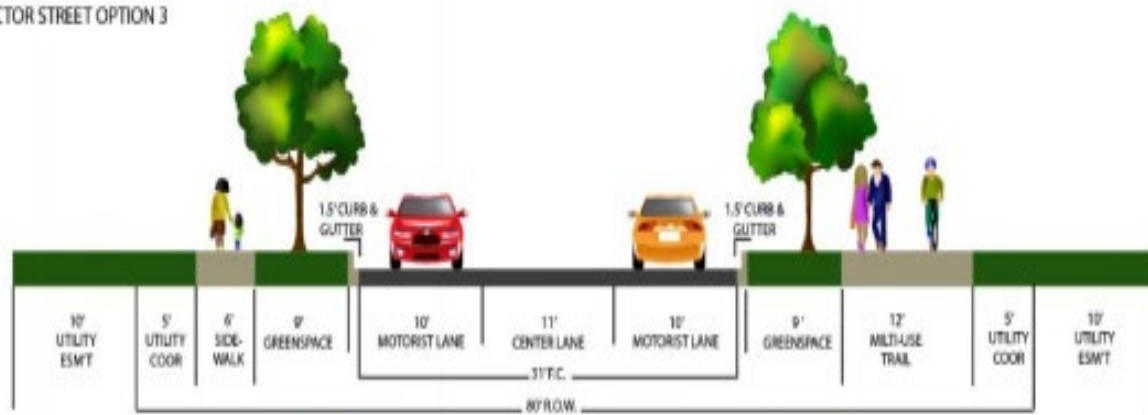
VPD > 3,000



Note: Where VPD is > 3,000 and speed is < 30 mph bike lanes may be utilized.



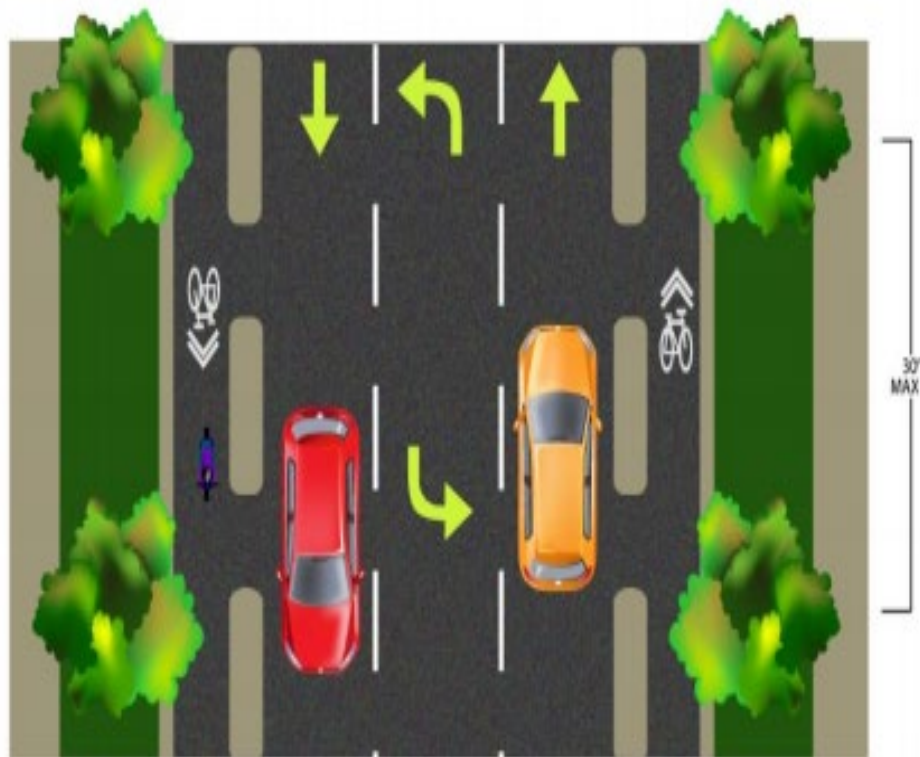
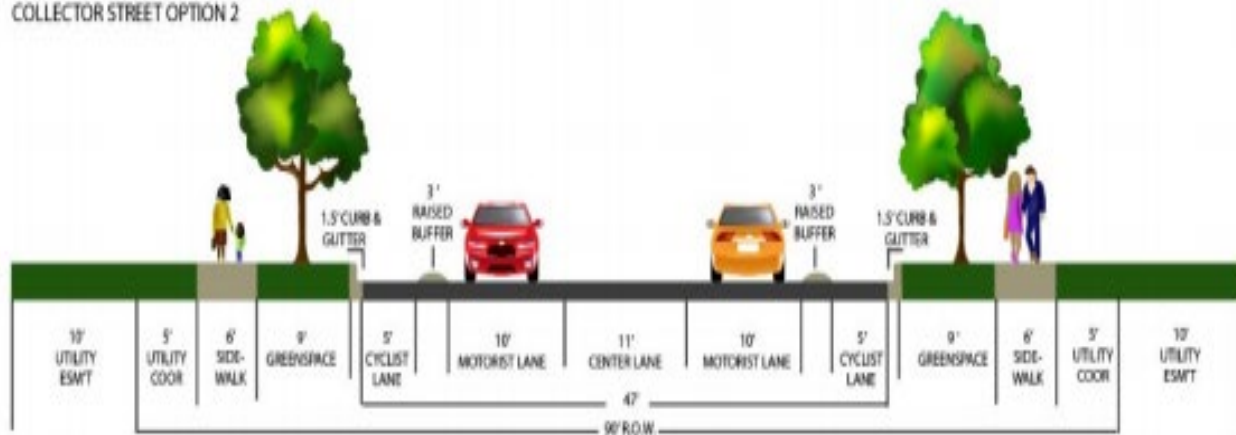
COLLECTOR STREET OPTION 3



Note: Where VPD is > 3,000 or speed is  $\geq$  35 mph, utilize multi-use trail..

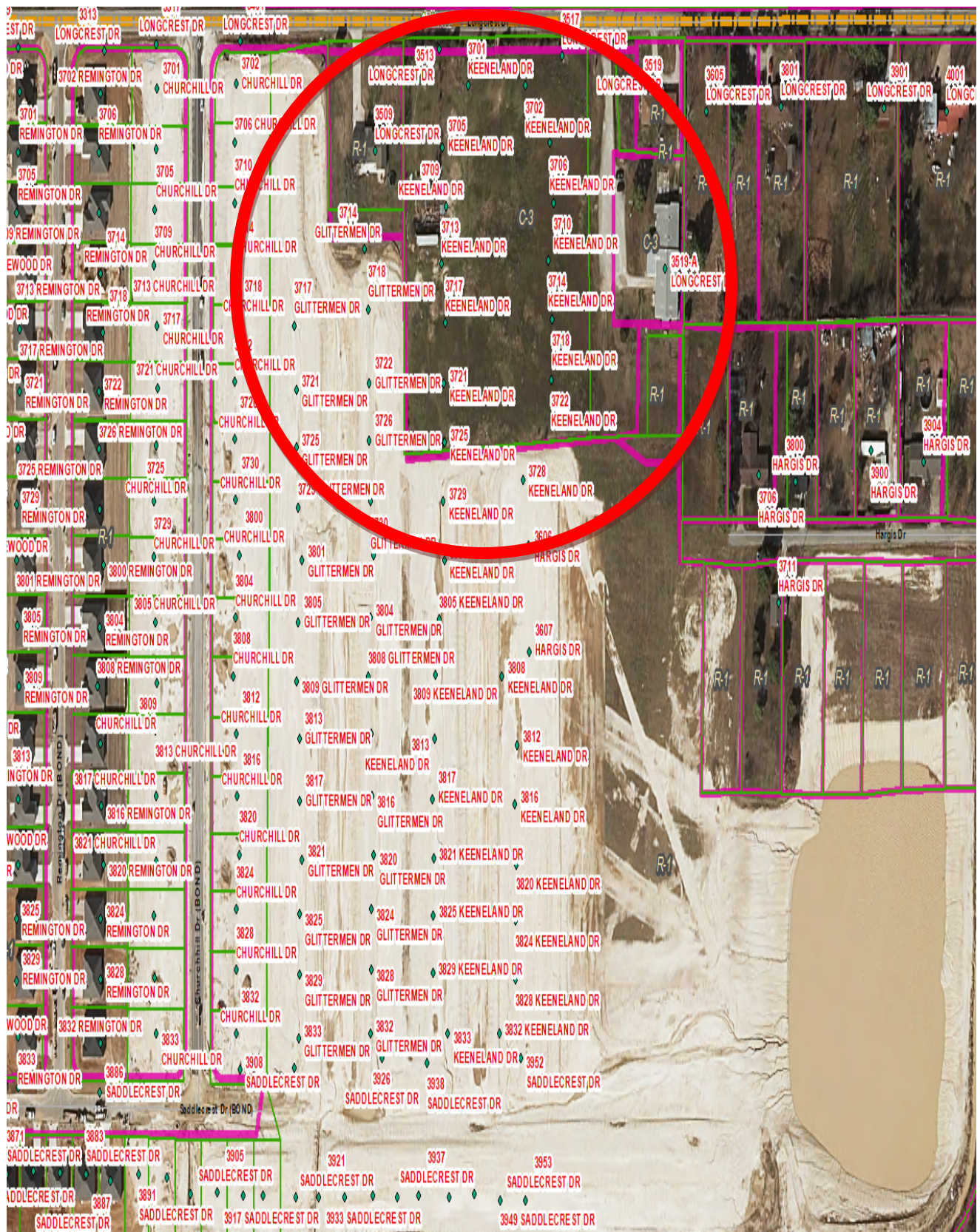
## OTHER COLLECTOR DESIGN OPTIONS:

COLLECTOR STREET OPTION 2



Note: Where VPD is > 3,000 and speed is  $\geq 30$  mph, three foot wide raised buffers should be used..











**Zoning Map**



**Approval Criteria- Chapter 117 - Amendments:**

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a Low Intensity Growth Sector. They just want to finish their subdivision that they already have built. The Limited Use Overlay is to have minimum 60 ft. lots.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering there are R-1 Single Family Residential Zoning in this area for Single Family Homes.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property as a C-3 General Commercial District cannot have Single Family Homes built. They are not allowed in C-3.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	No detrimental or adverse impacts are predicted, if proper planning is implemented. Commercial and Industrial is on all sides of this property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as a RS-7 Single Family Residential District; minimum 6,222 sq. ft. lot required with a Limited Use Overlay. The applicant wants to rezone the property to finish out the Bridlewood Subdivision that they have already started.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*. Rezoning makes sense considering there are already Single Family Residences located in the area.

### Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 Single Family Limited Use Overlay District as follows:

Definition of RS-7 Single Family District Limited Use Overlay - The purpose of this district is Single-family residential district; minimum 6,222 sq. ft. lot required with a Limited Use Overlay of a minimum 60 ft. lot widths.

### Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	Reported no issues.	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	Reported no issues.	
MPO	No issues were reported	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	CWL
Code Enforcement	Reported no issues.	

\*\*\*\*\*

#### **MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JULY 28, 2020**

\*\*\*\*\*

Sherry Turman of B & T Land Company, LLC is requesting MAPC Approval for a Rezoning from "C-3" General Commercial District and "R-1" Single Family Residential District to "RS-7" Single Family Residential District minimum 6,222 sq. ft. lot required Limited Use Overlay for 4.61 +/- acres of land located at 3513 Longcrest Drive.

**APPLICANT:** Carlos Wood stated he is the engineer for the developers. He stated they are asking for this property to be rezoned. In 2017 a rezoning plat was prepared to rezone this from commercial to residential to finish out Bridlewood subdivision as single family homes. He stated

he and Derrel looked and they cannot find where this document was finalized. He stated they are asking for it to be rezoned back to residential.

**COMMISSION:** Lonnie Roberts Jr. asked for staff comments.

**STAFF:** Derrel Smith stated this does meet all criteria for a rezoning and they would recommend approval with the following stipulations:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. This Rezoning is a Limited Use Overlay with the following
  - a. The Minimum Lot width will be 60 ft.

**COMMISSION:** Mary Margaret Jackson stated this is not consistent with the report she read earlier today. She asked if this is some last minute changes to the staff report. She stated it said that it was next to R-1 zoning. This part about losing documents. The aerial looks like it is next to R-7 instead of R-1. She stated she just wants some clarification.

**STAFF:** Derrel Smith stated part of the property is zoned R-1. The part that was not a part of the original subdivision is still C-3. He stated they do not have an R-1 zoning anymore so they have requested to go to R-7 with a 60' lot width to be consistent with the subdivision that is already out there. He stated there was not any change from the original documents that were submitted.

**COMMISSION:** Mary Margaret Jackson asked if the lots to the west are R-7. She stated that is what she does not understand. The map that showed the limited use overlay and then it showed it was low intensity.

**STAFF:** Derrel Smith stated the lots to the west are zoned R-1. However, they do not have the R-1 zoning available anymore. That is the old zoning code. The closest they could go would be R-7. The lot sizes will be the same as those in R-1.

**APPLICANT:** Carlos Wood stated an R-7 zoning allows a narrower lot than 60'. He stated they do not want less than 60'.

**COMMISSION:** Mary Margaret Jackson stated something in the staff report just did not jive with this. She stated she understands now.

**PUBLIC: No Comment.**

**COMMISSION ACTION:**

**Mr. Jerry Reece made a motion to approve Case: RZ: 20-11, as submitted, to the City Council with the stipulations that were read by the Planning Department :**

- 1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**
- 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**
- 3. Any change of use shall be subject to Planning Department approval in the future.**
- 4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.**
- 5. This Rezoning is a Limited Use Overlay with the following**
  - a. The Minimum Lot width will be 60 ft.**

**The MAPC find to rezone property from "C-3" General Commercial District and "R-1" Single Family Residential District to "RS-7" Single Family Residential District minimum 6,222 sq. ft. lot required Limited Use Overlay for 4.61 +/- acres of land located at 3513 Longcrest Drive. Motion was seconded by Mr. Jimmy Cooper.**

**Roll Call Vote: 7-0, Aye's: David Handwork; Mary Margaret Jackson; Kevin Bailey; Jimmy Cooper; Jim Little; Dennis Zolper; Jerry Reece**

**Absent: Jim Scurlock**

\*\*\*\*\*

## **Conclusion:**

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 20-11 a request to rezone property from “C-3” General Commercial District and “R-1” Single Family Residential District to “RS-7” Single Family Residential District; minimum 6,222 sq. ft. lot required with a Limited Use Overlay; the following conditions are recommended:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of this property.
5. This Rezoning is a Limited Use Overlay with the following
  - a. The Minimum Lot width will be 60 ft.

Respectfully Submitted for City Councils Consideration,  
The Planning and Zoning Department

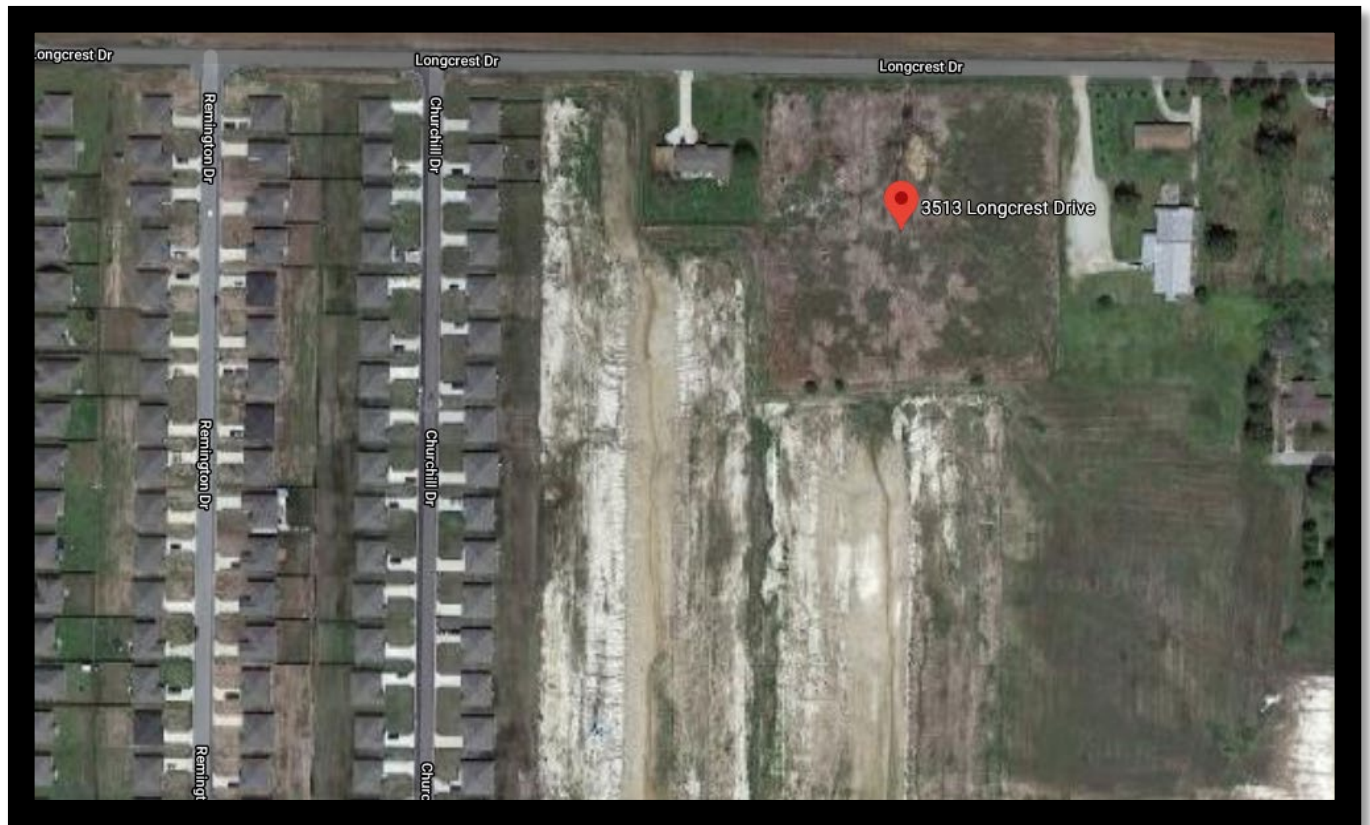
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## **Sample Motion:**

I move that we place Case: RZ 20-11 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “C-3” General Commercial District and “R-1” Single Family Residential District to “RS-7” Single Family Residential District; minimum 6,222 sq. ft. lot required with a Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area.

















NOZONING REQUESTED  
PROPERTY  
Public Use Only  
Not a Use of Land  
Not a Use of Land  
Not a Use of Land  
CALL 810-22-2442  
FOR MORE INFO





WELCOMING REQUESTED  
PROPERTY  
Public Access - No Fee  
Call 444-4444 or 444-4444  
444-4444  
CALL 444-4444  
444-4444







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Extra Services & Fees (check box, add fee as applicable)  
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☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

0408  
11

Postmark  
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Postage \$0.55  
Total Postage and Fees \$4.10

07/13/2020

Sent To Charles Reithemeyer  
Street and Apt. No., or PO Box No. 3519 Longcrest Drive  
City, State, ZIP+4® Jonesboro, AR 72404

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☐ Adult Signature Restricted Delivery \$0.00

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City, State, ZIP+4® Jonesboro, AR 72404

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☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

0408  
11

Postmark  
Here

Postage \$0.55  
Total Postage and Fees \$4.10

07/13/2020

Sent To Elizabeth Moore  
Street and Apt. No., or PO Box No. 3206 Rock Road  
City, State, ZIP+4® Jonesboro, AR 72404

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JONESBORO, AR 72404

Certified Mail Fee \$3.55  
Extra Services & Fees (check box, add fee as applicable)  
☐ Return Receipt (hardcopy) \$0.00  
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☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

0408  
11

Postmark  
Here

Postage \$0.55  
Total Postage and Fees \$4.10

07/13/2020

Sent To Nettleton School District  
Street and Apt. No., or PO Box No. 3301 one Place  
City, State, ZIP+4® Jonesboro, AR 72404

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





NV



\*JB2016R-019293 4\*

JB2016R-019293

CANDACE EDWARDS

CRAIGHEAD COUNTY

RECORDED ON:

12/13/2016 04:08PM

BY  D. C.

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY AT LAW

## Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

That I, **Karen Siegel, Trustee of the Rosse Family Revocable Trust AKA The Rosse Family Revocable Living Trust**, for and in consideration of the sum of \$50,000.00, and other good and valuable considerations to me in hand paid by the **Grantees** the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Rick Turman and Sherry Turman, husband and wife, as tenants by the entirety**, and unto **their heirs and assigns** forever, the following described land situated in the County of **Craighead**, State of **Arkansas**, to-wit:

SEE ATTACHED EXHIBIT "A"

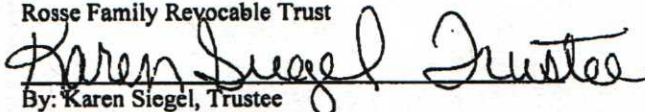
Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

To have and to hold the same unto the said **Grantees** and unto **their heirs** and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And I hereby covenant with said **Grantees**, that I will forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS my hand and seal on this **8th** day of **December**, 2016.

Rosse Family Revocable Trust

  
By: Karen Siegel, Trustee

Warranty Deed - Single

## ACKNOWLEDGMENT

STATE OF Arkansas  
COUNTY OF Craighead

Be it remembered, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person the within named **Karen Siegel, Trustee of the Rosse Family Revocable Trust AKA The Rosse Family Revocable Living Trust**, to me personally well known to be the person whose name is subscribed to the within instrument and acknowledged that **he/she/they** executed the same for the purposes therein contained.

In testimony whereof I have hereunto set my hand and official seal this **8th** day of **December, 2016**

*Sanda Greene*

Sanda Greene, Notary Public

My Commission Expires:  
**August 20, 2020**



I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

*Rick Turman*  
Rick Turman

*6555 Hwy 1 South*  
*Jonesboro, AR 72404*  
Address:



## "EXHIBIT A"

Part of the SW ¼ of Section 34, T14N-R4E, Also Being a Part of Lot 2 of the Replat of Wrinkles Longcrest Drive Addition to the City of Jonesboro, Arkansas, more particularly described as follows:

Commence at the NW Corner of SW ¼ of said section 34; thence East 1099.76 feet (Rec. 1098.08 feet) thence South 01°15'18" East 30.00 Feet to a point on the North Right-of-Way of Longcrest Drive being the point of beginning; thence South 89°50' 23" East 431.14 feet (Rec. East 430.09 feet) Along said Right-of-Way; thence South 01°14' 12" East 410.84 feet (Rec. S 01° 03' 26" East 411.08); thence South 87°08' 44" West 426.98 feet (Rec. South 87°07' 42" West 427.63 feet); thence North 02°14' 33" West 236.05 feet (Rec. North 01° 22' 00" West 235.17); thence North 01° 15' 18" West 197.39 feet (Rec. North 01° 21' 59" West); to the point of beginning, containing 4.17 acres, more or less.





STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

# Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 16-1933

**Grantee:** RICK TURMAN AND SHERRY TURMAN  
**Mailing Address:** 6555 HWY 1 SOUTH  
JONESBORO AR 724040000

**Grantor:** KAREN SIEGEL  
**Mailing Address:** P.O. BOX 9285  
JONESBORO AR 724030000

**Property Purchase Price:** \$50,000.00  
**Tax Amount:** \$165.00  
**County:** CRAIGHEAD  
**Date Issued:** 12/13/2016  
**Stamp ID:** 1947815936

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Rick Turman

Grantee or Agent Name (signature): " " Date: 12-13-16

Address: 6555 Hwy 1 South

City/State/Zip: Jonesboro, AR 72404



## Legislation Details (With Text)

<b>File #:</b>	ORD-20:025	<b>Version:</b>	1	<b>Name:</b>	TO VACATE AND ABANDON A 40' DRAINAGE AND UTILITY EASEMENT LOCATED ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF JONESBORO CITY WATER AN
<b>Type:</b>	Ordinance	<b>Status:</b>			Third Reading
<b>File created:</b>	7/2/2020	<b>In control:</b>			City Council
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO VACATE AND ABANDON A 40' DRAINAGE AND UTILITY EASEMENT LOCATED ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF JONESBORO CITY WATER AND LIGHT				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Abandonment concurrence - 2610 Nestle Way</a> <a href="#">Notice</a> <a href="#">Petition</a> <a href="#">Plat</a> <a href="#">utility letters</a>				

Date	Ver.	Action By	Action	Result
8/4/2020	1	City Council		
7/21/2020	1	City Council	Held at one reading	

AN ORDINANCE TO VACATE AND ABANDON A 40' DRAINAGE AND UTILITY EASEMENT LOCATED ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS AS REQUESTED BY JOHN EASLEY OF ASSOCIATED ENGINEERING ON BEHALF OF JONESBORO CITY WATER AND LIGHT  
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the drainage and utility easement designated as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF

523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING: CONTINUE THENCE NORTH 00° 45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; CONTINUE THENCE NORTH 01°45'21 " WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT; THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR; SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET: THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 AC RES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.



June 8, 2020

John Easley, PE, PS  
Associated Engineering  
P.O. Box 1462  
Jonesboro, AR 72403

RE: Abandonment of Easement  
2610 Nestle Way

Dear Mr. Easley:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park as shown on the attached drawing. The easement to be abandoned is legally described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING: CONTINUE THENCE NORTH 00°45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; CONTINUE THENCE NORTH 01°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT; THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR; SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET: THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

Sincerely,

Craig Light, PE, CFM  
City Engineer

  
Derrel Smith  
City Planner

Engineering Department · Municipal Center

300 S. Church St. · P.O. Box 1845 · Jonesboro, Arkansas 72401-1845 · (870) 932-2438 · (870) 933-4664





# Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

May 8, 2020

Mr. Craig Light, PE  
City Engineer  
City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

Dear Mr. Light,

On behalf of Jonesboro City Water and Light, we are requesting approval for the abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park as shown on the attached drawing. The easement we are requesting to abandon is legally described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING: CONTINUE THENCE NORTH 00°45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; CONTINUE THENCE NORTH 01°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT; THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR; SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET: THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING.

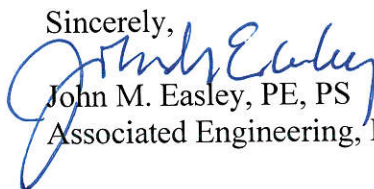
CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

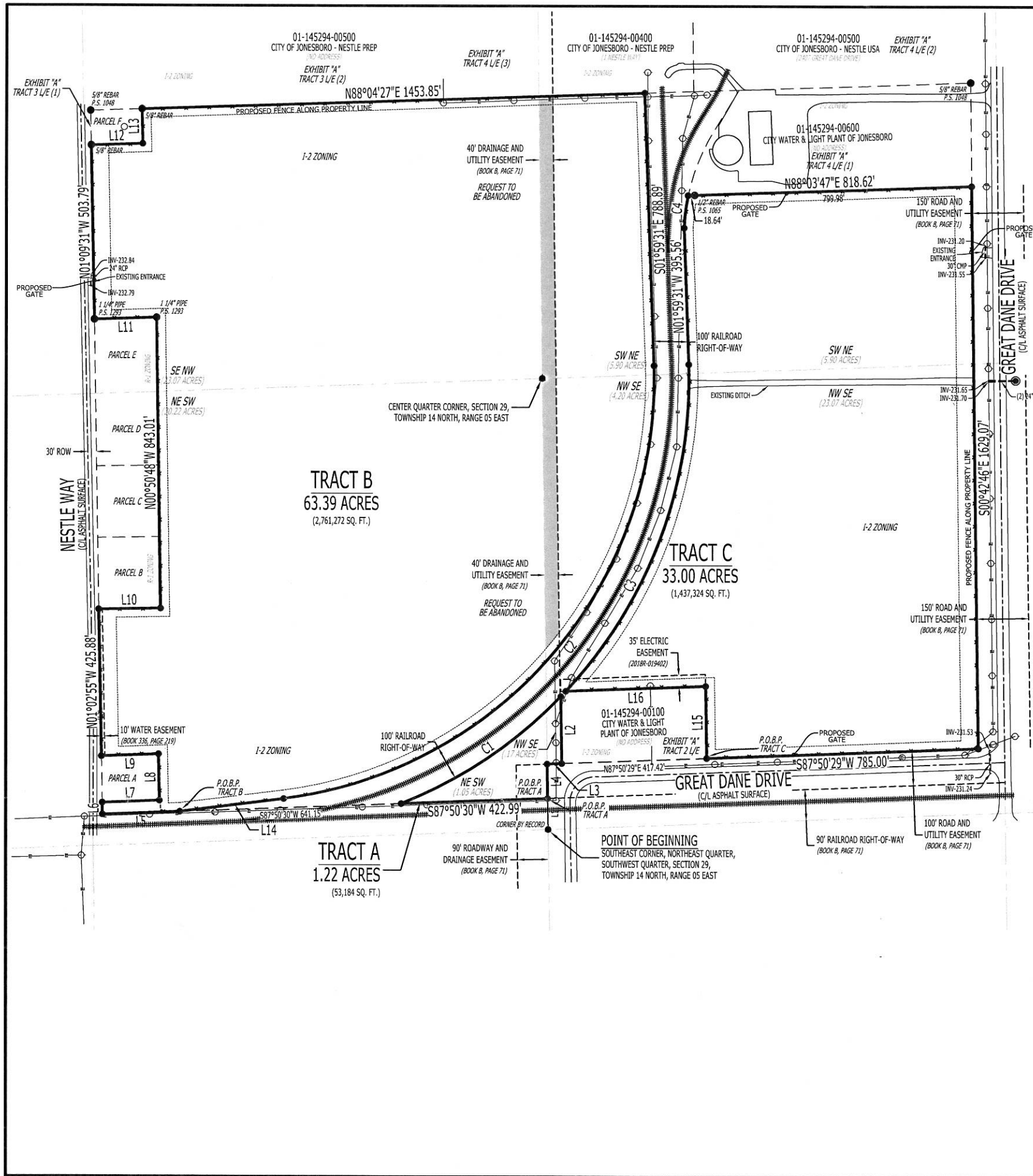
Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

Thank you for your attention in this matter.

Sincerely,

  
John M. Easley, PE, PS  
Associated Engineering, LLC

JME/ss  
Enclosures Stated



CURVE TABLE:

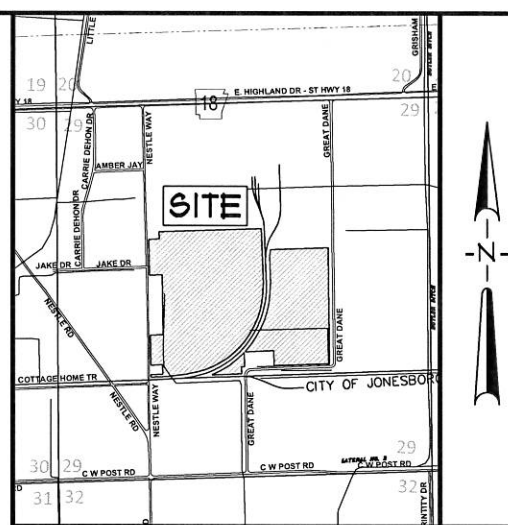
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	560.64'	1324.80'	24°14'49"	N55°56'47"E	556.47'
C2	1812.12'	1224.80'	84°46'13"	S40°23'35"W	1651.30'
C3	1038.38'	1324.80'	44°54'31"	N20°27'41"E	1012.00'
C4	94.57'	577.15'	09°23'17"	N06°51'40"E	94.46'

LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	N00°45'21"W	90.03'
L2	S00°45'21"E	194.07'
L3	S87°50'29"W	42.26'
L4	S00°45'21"E	100.04'
L5	S87°50'30"W	223.47'
L6	N01°02'55"W	33.98'
L7	N87°43'55"E	165.59'
L8	N01°01'53"W	134.96'
L9	S87°45'21"W	165.63'
L10	N89°02'18"E	178.94'
L11	S88°09'55"W	180.41'
L12	N88°04'30"E	150.00'
L13	N01°13'40"W	100.00'
L14	S82°46'42"W	302.28'
L15	N00°45'21"W	208.77'
L16	S87°50'29"W	402.81'

LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR W/ BLUE PLASTIC CAP
- STAMPED "J" BEARD P.S. 1691" (OR AS NOTED)
- COMPUTED POINT (NOT MONUMENTED)
- UTILITY POLE
- STORM DRAIN MANHOLE
- TELECOMMUNICATIONS PEDESTAL
- BOUNDARY LINE
- OVERHEAD ELECTRIC LINE



VICINITY SKETCH  
NOT TO SCALE



LEGAL DESCRIPTION (AS-SURVEYED):

**TRACT A:**  
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 05 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 05 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°45'21" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 90.03 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 87°50'30" WEST, LEAVING SAID EAST LINE, 1064.14 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 87°50'30" WEST, 223.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR; THENCE NORTH 01°02'55" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 33.98 FEET; THENCE NORTH 87°43'55" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 165.59 FEET; THENCE NORTH 01°01'53" WEST, 134.96 FEET; THENCE SOUTH 87°45'21" WEST, 165.63 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NESTLE WAY; THENCE NORTH 01°02'55" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 425.88 FEET; THENCE NORTH 89°02'18" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 178.94 FEET; THENCE NORTH 00°45'21" WEST, 843.01 FEET; THENCE SOUTH 88°09'55" WEST, 180.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NESTLE WAY; THENCE NORTH 01°09'31" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 503.79 FEET; THENCE NORTH 88°04'30" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 01°13'40" WEST, 100.00 FEET; THENCE NORTH 88°04'27" EAST, 1453.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 01°59'31" EAST, 788.89 FEET TO A POINT ON A CURVE TO THE RIGHT; SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 84°46'13", A RADIUS OF 1224.80 FEET, 1812.12 FEET TO A POINT THAT BEARS SOUTH 40°23'35" WEST, 1651.30 FEET FROM THE LAST SAID POINT; SOUTH 82°46'42" WEST, 302.28 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 63.39 ACRES (2,761,272 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**TRACT B:**  
PART OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 05 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

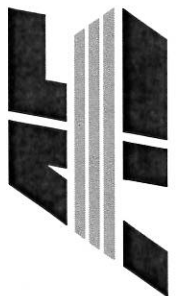
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**TRACT C:**  
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 05 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 05 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°45'21" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 90.03 FEET; THENCE NORTH 87°50'29" EAST, LEAVING SAID EAST LINE, 459.68 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°45'21" WEST, 208.77 FEET; THENCE SOUTH 87°50'29" WEST, 402.81 FEET TO A POINT ON A CURVE TO THE LEFT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 44°54'31", A RADIUS OF 1324.80 FEET, 1038.38 FEET TO A POINT THAT BEARS NORTH 20°27'41" EAST, 1012.00 FEET FROM THE LAST SAID POINT; NORTH 01°59'31" WEST, 395.56 FEET TO A POINT ON A CURVE TO THE RIGHT; NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 09°23'17", A RADIUS OF 577.15 FEET, 94.57 FEET TO A POINT THAT BEARS NORTH 06°51'40" EAST, 94.46 FEET FROM THE LAST SAID POINT; THENCE NORTH 88°03'47" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 818.62 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GREAT DANE DRIVE; THENCE SOUTH 00°42'46" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1629.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF GREAT DANE DRIVE; THENCE SOUTH 87°50'29" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 785.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 33.00 ACRES (1,437,324 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TPE DEVELOPMENT, LLC  
JONESBORO INDUSTRIAL PARK  
BETWEEN NESTLE WAY & GREAT DANE DRIVE  
JONESBORO, ARKANSAS

ASSOCIATED  
ENGINEERING, LLC  
CIVIL ENGINEERING • LAND SURVEYING  
LAND PLANNING  
103 SOUTH CHURCH STREET • P.O. BOX 1462  
JONESBORO, AR 72403  
PH: 870-932-3594 • FAX: 870-935-1263



NO.	DESCRIPTION	DATE

EASEMENT  
SKETCH

DATE: 05/13/2020	DRAWN: CCH
CADD FILE: 20116-002	CHECKED: JME
DWG#: 0514291.000X	SHEET
SCALE: 1" = 150'	1 OF 1

### ***NOTICE OF PUBLIC HEARING***

There will be a public hearing regarding the abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park in Jonesboro, Arkansas.

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

This matter will be heard before the city Council at \_\_\_\_\_ o'clock p.m. on \_\_\_\_\_ in Council Chambers, located at 300 S. Church St, Jonesboro, Arkansas. All comments will be heard at this time.

\_\_\_\_\_  
DONNA K JACKSON, CMC  
CITY CLERK OF JONESBORO



TO: Honorable Harold Perrin, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A 40' DRAINAGE AND UTILITY EASEMENT ACROSS PROPERTY LOCATED AT 2610 NESTLE WAY IN THE CRAIGHEAD TECHNOLOGY PARK IN JONESBORO, ARKANSAS.

We the undersigned, being the owners of all property adjoining to the following described Drainage and Utility Easement located in the City of Jonesboro, Arkansas, described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING: CONTINUE THENCE NORTH 00°45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; CONTINUE THENCE NORTH 01°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT; THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR; SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET: THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 ACRES, MORE OR LESS.


SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Herewith file and present this petition to the City council of the City of Jonesboro, Arkansas to have all of the drainage and utility easement described above legally closed.

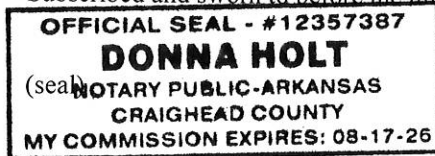
DATED this 1<sup>st</sup> day of July, 2020.



PROPERTY OWNER: Jonesboro Industrial Development Corporation  
1709 East Nettleton Avenue  
Jonesboro, AR 72401

  
Mark Young, Director

Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 2020.



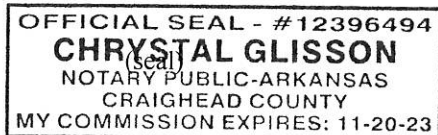
  
NOTARY

Expiration date: 8-17-26.

PROPERTY OWNER: City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

  
Harold Perrin, Mayor

Subscribed and sworn to before me this 1<sup>st</sup> day of July, 2020.

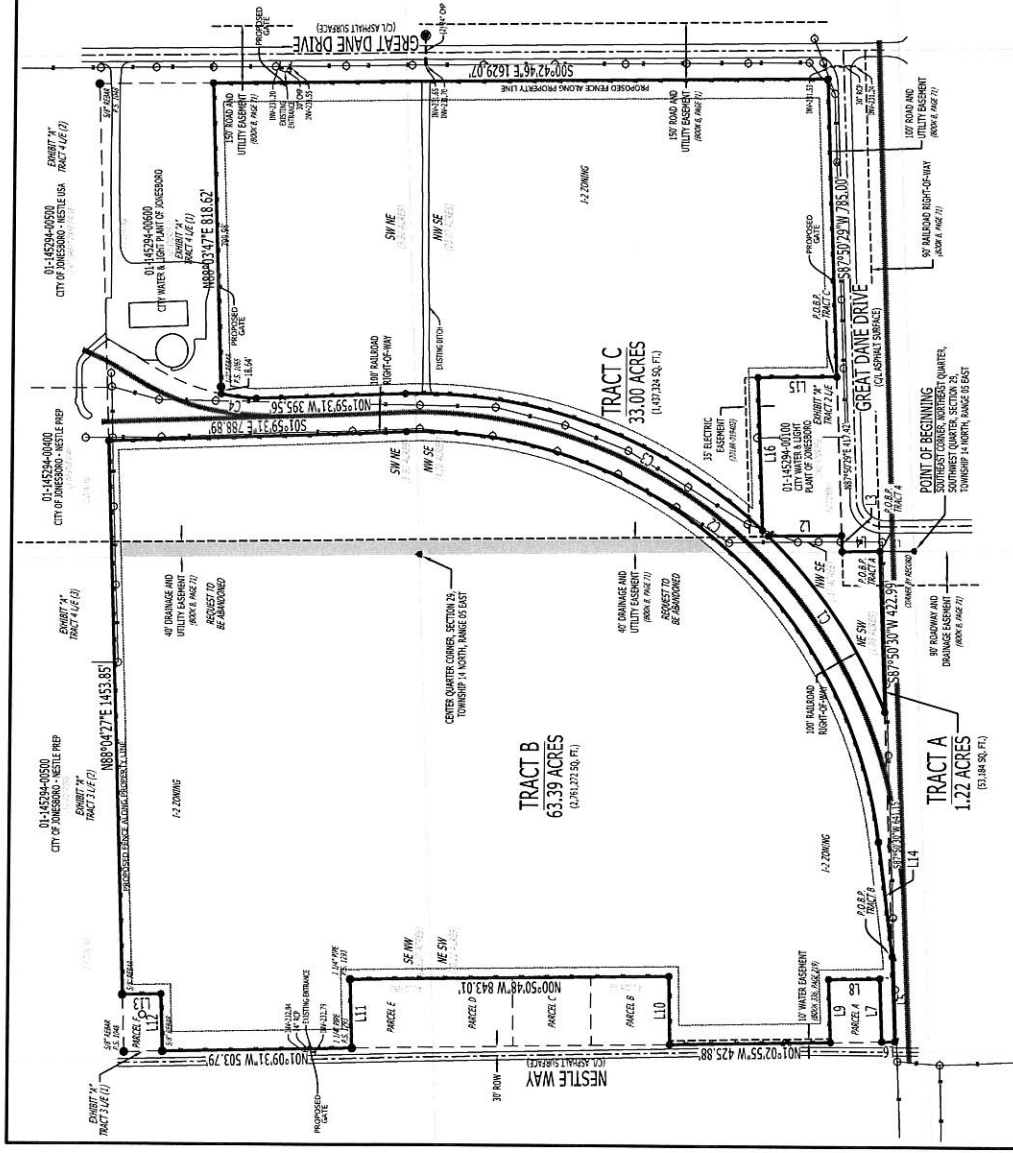


  
NOTARY

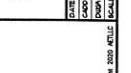
Expiration date: 11-20-2023.



LINE #	DIRECTION	LENGTH
U1	W049521W	50.00'
U2	W049521W	114.87'
U3	S049527W	4.26'
U4	S049527W	110.04'
U5	S049527W	22.04'
U6	S049527W	33.58'
U7	W049523W	165.59'
U8	W049523W	134.96'
U9	W049523W	165.87'
U10	W049523W	125.64'
U11	W049523W	35.41'
U12	W049523W	150.86'
U13	W049523W	100.89'
U14	S049602W	30.28'
U15	W049523W	20.87'
U16	S049523W	40.81'

[illegible]

## April 2020 ACT



L6	86W0255V	33.58
L7	86W0255V	155.97
L8	86W0152V	124.90
L9	86W0152V	155.97
L10	50W4521V	178.47
L11	50W4521V	185.41
L12	50W0450V	150.80
L13	86W1146V	120.87
L14	55W4642V	202.28
L15	86W4521V	208.77
L16	50W0450V	402.41

**LEGAL DESCRIPTION:**  
TRACT A;  
PART OF THE NORTHWEST QUARTER  
COUNSELOD COUNTY, ARKANSAS,  
BEGINNING AT THE SOUTHEAST  
THENCE NORTH 09°45'21" WEST  
87°56'30" WEST, LEAVING SAID  
NORTHEASTERLY ALONG SAID C.D.  
THENCE SOUTH 09°45'21" EAST  
SOUTHWEST QUARTER OF SAID  
SOUTHEAST QUARTER OF SAID

**SECTION 8.** THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF TOWNSHIP 6N, RANGE 9E, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]



Anthony Martinez  
Manager-OSP Planning  
& Engineering Design

AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401  
870.972.7596 Phone  
870.972.7558 Fax

June 25, 2020

Anthony Martinez  
AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401

Dear Mr. Easley,

Please see page 2 of this document for approval of abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park, Re: A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must be completed by Associated Engineering, LLC or an associate of theirs.

Sincerely,

Anthony Martinez  
Manager-OSP Planning  
& Engineering Design





Anthony Martinez  
Manager-OSP Planning  
& Engineering Design

AT&T - Arkansas  
723 S. Church, Rm. B27  
Jonesboro, AR 72401  
870.972.7596 Phone  
870.972.7558 Fax

## UTILITY RELEASE FORM

### TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

Abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park. Re: A Parcel Of Land Lying Within The Northeast Quarter And The Southeast Quarter Of Section 29, Township 14 North, Range 5 East, Craighead County, Arkansas

#### UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided the following described easements are retained.
- ☐ Objections to the vacation(s) described above, reason described below:

Anthony Martinez  
Manager-OSP Planning  
& Engineering Design

Signature of Utility Company Representative:

Date: June 25, 2020



## Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

May 8, 2020

Alice Martin  
Project Engineer  
Ritter Communications  
2400 Ritter Drive  
Jonesboro, AR 72404

Via e-mail: [alice.martin@rittermail.com](mailto:alice.martin@rittermail.com)

Dear Ms. Martin,

On behalf of Jonesboro City Water and Light, we are requesting approval for the abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park as shown on the attached drawing. The easement we are requesting to close is legally described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS. THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING. CONTINUE THENCE NORTH 00°45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, CONTINUE THENCE NORTH 01°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT. THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT, THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR. SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET. THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING

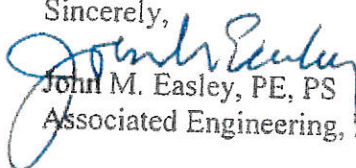
CONTAINING IN ALL 63.082 SQ. FT. OR 1.45 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

Thank you for your attention in this matter.

Sincerely,

  
John M. Easley, PE, PS  
Associated Engineering, LLC

JME/ss  
Enclosures Stated

301 South Church Street, Jonesboro, Arkansas 724003 – Ph: (870) 932-3594 – Fax: (870) 935-1263



## *Associated Engineering, LLC*

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, Alice Martin (print name), concur in the abandonment of the drainage/utility easement as shown in the drawing provided.

Alice Martin  
Alice Martin (signature)  
OSP Engineering Supervisor, Ritter Communications, Inc.





## Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

May 8, 2020

Glenn Cisek, Director of Contracts  
Suddenlink Communication, Inc.  
1520 South Caraway Road  
Jonesboro, AR 72401

Dear Sir/Madam,

On behalf of Jonesboro City Water and Light, we are requesting approval for the abandonment of a 40' drainage and utility easement across property located at 2610 Nestle Way in the Craighead Technology Park as shown on the attached drawing. The easement we are requesting to close is legally described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE NORTH 00°45'21" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 523.19 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING RAILROAD SPUR, SAID POINT BEING THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00°45'21" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 784.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; CONTINUE THENCE NORTH 01°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 816.16 TO A POINT; THENCE NORTH 88°04'27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 00°45'21" EAST, A DISTANCE OF 1,553.55 TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING RAILROAD SPUR; SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,199.80 FEET, A CENTRAL ANGLE OF 02°59'03", AND A CHORD BEARING OF SOUTH 39°03'02" WEST AND A CHORD DISTANCE OF 62.48 FEET: THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.49 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 63,082 SQ. FT. OR 1.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

Please contact me if you have any questions or comments regarding this request. My number is 870-932-3594.

Thank you for your attention in this matter.

Sincerely,

John M. Easley, PE, PS  
Associated Engineering, LLC

JME/ss  
Enclosures Stated





## *Associated Engineering, LLC*

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

I, Glenn Cisek\_ (print name), concur in the abandonment of the drainage/utility easement as shown in the drawing provided.

A handwritten signature in black ink, appearing to read 'Glenn Cisek', written over a horizontal line.

\_\_\_\_\_  
Glenn Cisek, Director of Contracts  
SuddenLink Communications, Inc.

**John M. Easley**

---

**From:** Margaret Norris <mnorris@jonesborocwl.org>  
**Sent:** Wednesday, June 03, 2020 12:22 PM  
**To:** John M. Easley  
**Subject:** EASEMENT - 2610 NESTLE WAY  
**Attachments:** 2610 NESTLE WAY.pdf

John:

This is a copy of the signed Easement Relinquishment for 2610 Nestle Way. CWL will take it to the courthouse to be filed.

Please let me know if you have any questions.

Thanks - Margaret

---

This electronic mail transmission may contain confidential or privileged information. If you believe that you have received this message in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

Type of Instrument:  
Grantor(s): City Water & Light Plant  
of the City of Jonesboro, Arkansas  
Grantee(s): Record Owners of Title

This Instrument Prepared By:  
Waddell, Cole & Jones, P.A.  
Attorneys at Law  
P.O. Box 1700  
Jonesboro, AR 72403

After Recording, Return To:  
City Water & Light Plant  
of the City of Jonesboro, Arkansas  
400 East Monroe  
PO Box 1289  
Jonesboro, AR 72403-1289

### **QUITCLAIM DEED FOR RELINQUISHMENT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That, CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal improvement district, Grantor, by its Manager, duly authorized by its Board of Directors, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant, convey, sell and quitclaim unto the record owners of title to the Property (as defined below) ("Grantee"), and unto their heirs, successors and assigns forever, all its right, title, interest and claim in and to the lands lying in Craighead County, Arkansas, and more particularly described in the **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), with the intent that any easement of Grantor in the Property shall be forever extinguished, and the Grantee, its successors, heirs and assigns, shall have and enjoy the Property, free and absolutely discharged from any easement of Grantor in the Property.

To have and to hold the same unto the said Grantee, and unto their heirs, successors and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, this instrument is hereby executed by the aforescribed officer of Grantor this 3<sup>rd</sup> day of June, 2020

CITY WATER & LIGHT PLANT  
OF THE CITY OF JONESBORO, ARKANSAS

By: [Signature]  
Name: Jake Rice III  
Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Jake Rice, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the Manager of City Water & Light Plant of the City of Jonesboro, Arkansas, a corporation, and that he as such corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this 2<sup>nd</sup> day of JUNE, 2020.

[Signature]  
Notary Public

My Commission Expires:  
3-2-2025



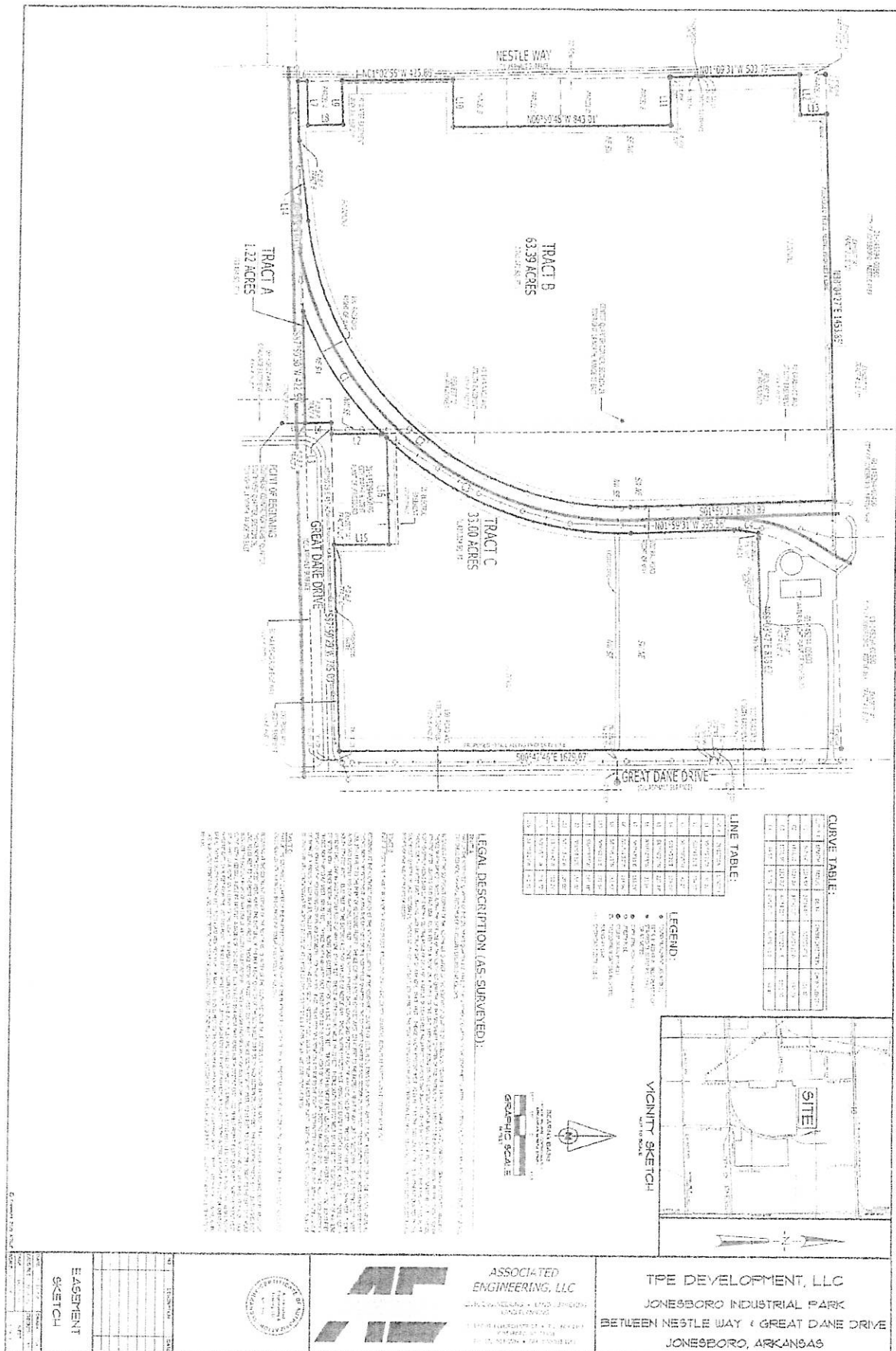
AMOUNT OF TAX \$ 0  
I certify under penalty of false  
swearing that the legally  
correct amount of documentary  
stamps have been placed on this  
instrument. Exempt or no consideration  
paid if none shown.

[Signature]  
Grantee or Agent

Grantee's Address: 2610 NESTLE WAY



EXHIBIT "A"





CenterPoint Energy  
401 W. Capitol, Suite 600  
Little Rock, AR 72201  
CenterPointEnergy.com

### UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: CenterPoint Energy Date: 5/21/2019

Requested Abandonment: Forty-foot (40') Drainage and Utility Easement Abandonment

Legal Description:

Abandon the drainage and utility easement located at 2610 Nestle Way in the Craighead Technology Park. The drainage easement lies within the Southwest corner of the Northwest quarter of the Southeast quarter of section 29, Township 14 North, Range 5 East in Jonesboro, Craighead County, Arkansas. The location of the drainage easement abandonment in Tract B off Nestle Way is shown in the attached Plat.

#### UTILITY COMPANY COMMENTS:

☒ No objections to the abandonment(s) described above.

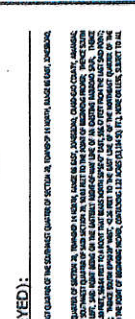
☐ No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

☐ Objects to the abandonment(s) described above, reason described below.

Described  
reasons for  
objection or  
easements to be  
retained.

  
Signature of Utility Company Representative

05/21/2020  
Title



**LINE TABLE:**

LINE #	DIRECTION	LENGTH
11	S64°52'11"W	50.81'
12	S65°42'31"E	144.09'
13	S81°52'27"W	42.38'
14	S89°32'12"E	140.96'

**LEGEND:**

FOR A FULLER EXPLANATION OF THIS MAP, SEE THE

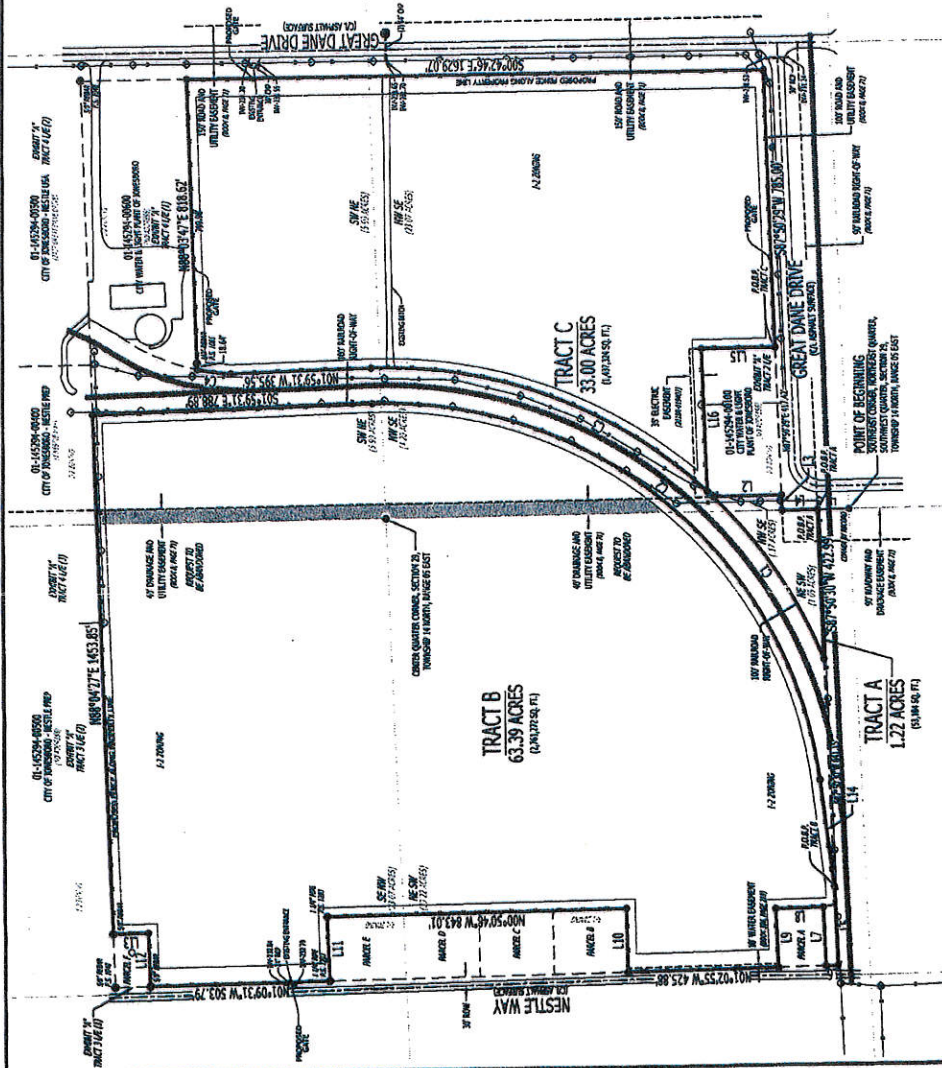
LINE #	DIRECTION	LENGTH
L1	S60°42'11" W	90.07
L2	S60°42'11" W	144.97
L3	S60°42'11" W	42.36
L4	S60°42'11" W	146.95
L5	S60°42'11" W	771.67
L6	S60°42'11" W	31.56
L7	S60°42'11" W	155.59
L8	S60°42'11" W	134.86
L9	S60°42'11" W	144.67
L10	S60°42'11" W	126.57
L11	S60°42'11" W	184.41
L12	S60°42'11" W	151.07
L13	S60°42'11" W	160.67
L14	S60°42'11" W	341.28
L15	S60°42'11" W	244.77
L16	S60°42'11" W	431.81

**LEGAL DESCRIPTION (AS-SURVEYED):**

[illegible]

IN 2000, HE WAS EMBROIDERED WITH THE WORDS "MARTIN LUTHER KING, JR." ON HIS T-SHIRT. "I WASN'T AWARE OF IT UNTIL I SAW IT IN THE NEWS," HE SAYS. "I WASN'T EVEN ASKED TO SIGN IT." THE T-SHIRT WAS ONE OF MANY THINGS THAT KING WORE THAT WERE MADE BY HIS OWN HANDS. "I WASN'T AWARE OF IT UNTIL I SAW IT IN THE NEWS," HE SAYS. "I WASN'T EVEN ASKED TO SIGN IT." THE T-SHIRT WAS ONE OF MANY THINGS THAT KING WORE THAT WERE MADE BY HIS OWN HANDS.

THESE ARE THE FIRST OF TWO PARTS OF THE NEW YORK TIMES MAGAZINE'S SPECIAL REPORT ON THE NEW YORK CITY POLICE DEPARTMENT. THE FIRST PART OF THE REPORT WAS PUBLISHED IN THE MAY 15, 1990 ISSUE OF THE MAGAZINE. THE SECOND PART OF THE REPORT WILL BE PUBLISHED IN THE JUNE 12, 1990 ISSUE OF THE MAGAZINE.







# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-20:041    **Version:** 1    **Name:** JULY 2020 FINANCIAL REPORTS  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 8/10/2020    **In control:** City Council  
**On agenda:** 8/18/2020    **Final action:**  
**Title:** JULY 2020 FINANCIAL REPORTS  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Financial Overview July 2020](#)  
[Observations Regarding July 2020 Financial Statements](#)  
[Statement of Changes in FB, Required Reserve and STIP Balances Report July 2020](#)  
[Deposit Collateralization Report July 2020](#)  
[Revenue Report July 2020.](#)  
[Expenditure Report July 2020](#)  
[Sales Tax Report \(Combined\) July 2020](#)  
[State Turnback Report \(Combined\) July 2020](#)

Date	Ver.	Action By	Action	Result
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JULY 2020 FINANCIAL REPORTS



City of Jonesboro  
 Overview of Observations Regarding Financial Statements  
 July 2020

Select Data - Year to Date	Actual	Budget	\$ Variance	% Change	Status
Revenue	\$ 38,014,342	\$ 35,407,407	\$ 2,606,935	7%	Favorable
Expense	36,454,814	38,557,412	(2,102,598)	-5%	Favorable
Surplus (Deficit)	\$ 1,559,528	\$ (3,150,005)	\$ 4,709,533		Favorable
Select Data - Year to Date	Actual	Budget	\$ Variance	% Change	Status
Sales Tax (Combined)	\$ 20,470,377	\$ 19,763,213	\$ 707,164	4%	Favorable
State Turnback (Combined)	2,662,107	2,577,318	84,789	3%	Favorable
State Highway 1/2 Cent Sales Tax	934,524	904,167	30,357	3%	Favorable
Fuel Purchases	498,665	701,293	(202,628)	-29%	Favorable
Select Data - Year to Date	Curr Yr	Prev Yr	\$ Variance	% Change	Status
Franchise Fee	\$ 1,175,849	\$ 1,276,883	\$ (101,034)	-8%	Unfavorable
A & P Tax	326,669	380,174	(53,505)	-14%	Unfavorable
Alcohol Beverage Tax	220,600	282,271	(61,671)	-22%	Unfavorable

Overview:

- 10 measurable goals - 7 are Favorable comparing to budget. 3 are Unfavorable comparing to previous year.
- Projections forecasted a budget deficit of (\$3.1) million through July. Actual performance is surplus of \$1.6 million, resulting in a favorable variance of approximately \$4.7 million through the first 7 months of 2020.
- Current surplus includes unbudgeted revenue of \$1.2 million resulting from settlement of insurance claims relating to tornado destruction of City property. Approximately \$230,000 in relating expenses have been incurred. Considering this, surplus is approximately \$3.7 million favorable compared to budget for the first 7 months of 2020.
- Revenue distributions from sales activities continue to perform better than year-to-date budget projections. May sales tax distributions, received in July, were unexpectedly \$256,000 higher than the same month for the previous year; however, we continue to monitor for COVID-19 impact in our sales tax revenues.
- This report illustrates continuing pressure on A&P and Alcohol Beverage Tax receipts.



## ***Observations Regarding July 2020 Financial Statements***

- 1) Operation and Maintenance Fund Revenues exceeded expenditures by \$3,306,571 year to date. Other Funds Revenues were less than Expenditures by (\$1,747,043) year to date, resulting in a net All Funds Ending Balance increase of \$1,559,528 through July.
- 2) Operation and Maintenance Fund Balances totaled \$30.5 million through July.
- 3) Operation and Maintenance Fund Revenues for July were \$307,665 higher than budget. All Funds Revenues for July were \$303,111 higher than budget. Operation and Maintenance Fund Revenues year to date increased 13.4% compared to prior year.
- 4) Operation and Maintenance Fund Expenditures for July were 181,293 lower than budget. All Funds Expenditures for July were \$170,426 lower than budget. Operation and Maintenance Fund Expenditures year to date increased (1.1%) compared to prior year.
- 5) Combined Sales Tax Revenues for July were \$255,996, or 9.2% higher than the prior year. The amount was \$185,170, or 6.5% higher than budget. Year to date increases were 3.9% and 3.4%, respectively comparing previous year actual and current year budget.
- 6) Combined State Turnback Revenues for July were (\$2,752), or (0.6%) lower than prior year. The amount was (\$3,733), or (0.8%) lower than budget. Year to date increases were 3.0% and 3.3%, respectively comparing previous year actual and current year budget. State Highway 1/2 Percent Sales Tax Revenues for July were \$2,627, or 1.9% higher than prior year. The amount was \$10,145, or 7.9% higher than budget. Year to date increases were 0.4% and 3.4%, respectively comparing previous year actual and current year budget.
- 7) Franchise Tax Revenues for July decreased (\$20,732), or (7.8%) compared to prior year.
- 8) Advertising and Promotion Tax Revenues (Hotel/Motel) for July decreased (\$10,662), or (17.3%) compared to prior year. Year to date receipts were (14.1%) lower than prior year.
- 9) Alcohol Beverage Tax Revenues for July decreased (\$17,929), or (38.8%) compared to prior year. Year to date receipts were (21.8%) lower than prior year.
- 10) Fuel Purchases for July decreased \$6,687, or 10.3% compared to prior year. Purchases were \$41,778 or 41.7% lower than budget. Gallons purchased for July increased (8,904) gallons, or (28.6%) compared to prior year. Year to date The City of Jonesboro has spent \$86,425 or 14.8% less in Fuel while purchasing 20,137 or 7.0% fewer gallons compared to prior year.
- 11) Balances in the old (frozen) Non-Uniform and new 401A Non-Uniform pension Fund at previous month-end were \$10,124,686 and \$2,033,123, respectively. The balances increased \$136,580 in the old plan and \$77,859 in the new 401A plan during the previous month.

City of Jonesboro, Arkansas  
Changes in FB, Required Reserves and STIP Balances  
July 2020

Changes in Fund Balance- Cash Basis

Funds	Year to Date Revenues	Year to Date Expenditures	\$ Variance	Beginning Fund Balances	Ending Fund Balances
General	\$ 30,964,272	\$ 27,803,453	\$ 3,160,819	\$ 19,932,728	\$ 23,093,547
Street	4,002,987	3,987,437	15,550	6,067,986	6,083,536
Emergency 911	932,679	811,759	120,920	472,967	593,887
Cemetery	19,788	10,506	9,282	768,481	777,763
<b>Operations &amp; Maintenance Funds Totals</b>	<b>\$ 35,919,726</b>	<b>\$ 32,613,155</b>	<b>\$ 3,306,571</b>	<b>\$ 27,242,162</b>	<b>\$ 30,548,733</b>
Capital Improvement	\$ 164,395	\$ 1,673,194	\$ (1,508,799)	\$ 4,489,729	\$ 2,980,930
Advertising & Promotion	332,478	172,875	159,603	394,924	554,526
Federal Grant Funds	485,492	629,743	(144,251)	113,961	(30,290)
Community Development Block Grant	453,621	499,686	(46,065)	53,913	7,848
Metropolitan Planning Organization	96,873	74,367	22,506	123,997	146,502
Jonesboro Economical Transportation System	500,624	746,045	(245,421)	112,507	(132,914)
Non-Federal Grant Funds	61,133	45,748	15,385	27,386	42,771
<b>Other Funds Totals</b>	<b>\$ 2,094,615</b>	<b>\$ 3,841,658</b>	<b>\$ (1,747,043)</b>	<b>\$ 5,316,417</b>	<b>\$ 3,569,374</b>
<b>All Funds Grand Totals</b>	<b>\$ 38,014,341</b>	<b>\$ 36,454,813</b>	<b>\$ 1,559,528</b>	<b>\$ 32,558,579</b>	<b>\$ 34,118,108</b>

Required Reserves

Funds	Fund Balances	Required Reserves	\$ Variance
General	\$ 23,093,547	\$ 6,637,243	\$ 16,456,304
Street	6,083,536	964,915	5,118,621
Emergency 911	593,887	215,951	377,936
Cemetery	777,763	2,294	775,469
<b>O &amp; M Funds Reserve Totals</b>	<b>\$ 30,548,733</b>	<b>\$ 7,820,403</b>	<b>\$ 22,728,330</b>

STIP Balances

Job Number	Purpose	Total Set Aside	Amount Expended	Available
100895	Highway 18/Caraway	\$ 160,000	\$ 145,164	\$ 14,836
100824	Highway 18 Overpass	3,100,000	3,100,000	-
100872	Hwy 18 and Main Improvemen	1,000,000	170,072	829,928
100881	Hwy 1B Widening	400,000	295,824	104,176
100837	HWY I555/49 @ Red Wolf	1,400,000	-	1,400,000
100942	Hwy 351 (Airport) Overpass	1,400,000	-	1,400,000
100899	Hwy 49 (Airport)	150,000	68,983	81,017
100879	HWY 49/Parker Road Intersect	200,000	193,263	6,737
<b>Total</b>		<b>\$ 7,810,000</b>	<b>\$ 3,973,306</b>	<b>\$ 3,836,694</b>

City of Jonesboro, Arkansas  
Deposit Collateralization Report  
July 2020

**Centennial Bank**

Account Description	Balance
General	\$ 8,878,090.31
General Certificates of Deposit	8,676,533.24
Jonesboro Softball	7,522.67
Capital Improvements	101,919.92
Federal Grant Funds	66,231.70
Cemetery Fund	759,185.46
Non Federal Grants	42,816.34
Operating/AP Clearing	606,266.45
Payroll Tax Clearing	145,127.24
Payroll Clearing	10,104.55
Credit Card	8,780.87
Street	6,528,691.35
E-911	594,213.75
Advertising & Promotion	554,526.94
C.D.B.G.	109,187.12
MPO	146,559.26
J.E.T.S.	62,778.38
Non Uniform Pension Payee	26,710.92
<b>Total Bank Balances</b>	<b>\$ 27,325,246.47</b>

Irrevocable Letters of Credit	\$ 32,000,000.00
FDIC Insurance	250,000.00
<b>Total Collateralized Balances</b>	<b>\$ 32,250,000.00</b>

**First National Bank**

Account Description	Balance
General Fund Certificates	\$ 1,045,960.35
Capital Improvement Certificates	3,137,881.05
<b>Total Bank Balances</b>	<b>\$ 4,183,841.40</b>

Irrevocable Letters of Credit	\$ 4,000,000.00
FDIC Insurance	250,000.00
<b>Total Collateralized Balances</b>	<b>\$ 4,250,000.00</b>

**First Community**

Account Description	Balance
General Fund Certificates of Deposit	\$ 4,198,243.72
<b>Total Bank Balances</b>	<b>\$ 4,198,243.72</b>

Irrevocable Letters of Credit	\$ 4,000,000.00
FDIC Insurance	250,000.00
<b>Total Collateralized Balances</b>	<b>\$ 4,250,000.00</b>

\*All City cash balances are properly collateralized.



**City of Jonesboro, Arkansas**  
**Revenue vs. Budget (Cash Basis)**  
**July 2020**

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
<b>Finance</b>						
Privilege Licenses	\$ 26,728	\$ 6,500	\$ 20,228	\$ 1,153,896	\$ 1,166,300	\$ (12,404)
<b>Police</b>						
Fingerprint/Background Reports	1,163	500	663	4,920	3,500	1,420
Miscellaneous Revenue	5,154	2,083	3,071	56,568	14,583	41,984
Misc. Police False Alarms	525	250	275	2,575	1,750	825
Police Training Revenue	26,115	667	25,449	26,115	4,667	21,449
Property Tax - LOPFI	18,875	19,000	(125)	334,471	271,000	63,471
10% of Fines - LOPFI Police	7,671	7,500	171	49,964	48,000	1,964
Act 1274 Child Seat Law	57	83	(26)	373	583	(210)
Accident Reports	9,740	6,667	3,073	78,623	46,667	31,956
<b>Fire</b>						
Miscellaneous Revenue	133	-	133	5,715	-	5,715
CWL Fire Truck Contribution	-	-	-	500,000	500,000	-
Property Tax - LOPFI	18,875	19,000	(125)	334,471	271,000	63,471
CWL - Fire Truck	1,753	1,667	86	12,272	11,667	605
CWL Fire Hydrant Maintenance	-	-	-	60,000	60,000	-
<b>SRO</b>						
SRO Reimbursement - Schools	225,665	226,635	(970)	657,914	659,448	(1,534)
<b>Inspections</b>						
Electrical Permits	14,679	11,000	3,679	79,481	63,400	16,081
Plumbing Permits	11,116	17,000	(5,884)	60,076	90,000	(29,924)
Building Permits	34,112	42,000	(7,888)	304,536	255,000	49,536
HVAC Permits	5,664	12,000	(6,336)	41,872	64,500	(22,628)
Demolition Permits	1,200	500	700	5,400	3,250	2,150
Cert of Occupancy Permits	3,550	500	3,050	10,500	3,500	7,000
<b>Animal Control</b>						
Dog Recovery	3,815	3,750	65	30,175	26,250	3,925
<b>Planning</b>						
Misc. MAPC/BZA Revenue	3,348	3,000	348	32,874	19,500	13,374
SFR Planning Review Fee	4,050	2,250	1,800	18,750	16,750	2,000
CBP Planning Review Fee	5,950	7,000	(1,050)	41,800	35,000	6,800
Subdivision Planning Fee	5,024	500	4,524	21,594	19,000	2,594
Signage Permit Fee	2,137	4,000	(1,863)	9,957	14,500	(4,543)
Mapping & Duplicating Fee	600	300	300	2,842	2,600	242
Right-of-way Fee	780	-	780	1,260	-	1,260
<b>Parking</b>						
Parking Fines	-	-	-	25	-	25
<b>Information Systems</b>						
Miscellaneous Revenue	-	-	-	3,335	-	3,335
<b>Court Services</b>						
Probation Fees Received	13,347	22,000	(8,653)	120,650	150,000	(29,351)
<b>Building Maintenance</b>						
Miscellaneous Revenue	145	-	145	233	-	233
<b>Code Enforcement</b>						
Miscellaneous Revenue	-	-	-	931	-	931
Mowing	1,605	500	1,105	18,631	21,700	(3,069)
<b>Sanitation-Administration</b>						
Miscellaneous Revenue	83	-	83	5,383	-	5,383

**City of Jonesboro, Arkansas**  
**Revenue vs. Budget (Cash Basis)**  
**July 2020**

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
<b>Sanitation-Incinerator</b>						
Miscellaneous Revenue	-	-	-	880	-	880
Incinerator Tipping Fees	5,477	3,000	2,477	27,506	25,000	2,506
<b>Sanitation-Recycling</b>						
Recycling Proceeds	3,489	833	2,656	22,869	5,833	17,036
Sale of City Property	1,000	417	583	5,875	2,917	2,958
<b>Parks Administration</b>						
Miscellaneous Revenue	130	-	130	1,877	-	1,877
<b>Community Centers</b>						
Miscellaneous Revenue	67	-	67	167	-	167
E.B. Watson Center Revenue	-	300	(300)	1,940	3,100	(1,160)
Earl Bell Center Revenue	480	400	80	3,678	4,400	(723)
Allen Park Revenue	-	400	(400)	1,870	7,750	(5,880)
Parker Park Revenue	-	500	(500)	1,730	4,600	(2,870)
Tennis Court Fees	-	42	(42)	-	292	(292)
Contract Instructor Fees	-	100	(100)	1,661	1,150	511
<b>Miracle League</b>						
Miscellaneous Revenue	-	42	(42)	112	292	(180)
Youth League Concessions	-	1,400	(1,400)	-	2,500	(2,500)
Sponsorships	-	-	-	2,400	5,800	(3,400)
League Entry Fees	-	-	-	1,220	3,800	(2,580)
Field Rental	100	-	100	100	-	100
Donations	-	417	(417)	4,271	2,917	1,354
<b>Joe Mack Campbell Park</b>						
Joe Mack Campbell Park Revenue	1,900	500	1,400	13,300	11,450	1,850
Sponsorships	22,250	1,000	21,250	37,500	29,000	8,500
<b>Outside Maintenance</b>						
BBQ Fest Revenue	-	250	(250)	-	750	(750)
<b>Jonesboro Pool Center</b>						
Miscellaneous Revenue	-	-	-	806	-	806
JPC Concessions	6,245	6,000	245	18,939	17,500	1,439
JPC Admissions	9,216	8,250	966	22,374	24,750	(2,376)
JPC Rentals	950	3,000	(2,050)	1,110	9,000	(7,890)
<b>Craighead Forest Park</b>						
Miscellaneous Revenue	-	-	-	592	-	592
Pavilion Rentals	-	2,000	(2,000)	3,060	17,500	(14,440)
Campground Fees	9,806	8,000	1,806	54,098	48,000	6,098
<b>Winter Wonderland</b>						
Skating Rink Concession Sales	-	-	-	19	50	(31)
Skating Rink Admissions	-	-	-	216	200	16
Skating Rink Rental	-	-	-	168	-	168
<b>Softball</b>						
Miscellaneous Revenue	381	-	381	5,710	-	5,710
Youth Leage Concessions	7,044	3,750	3,294	9,336	33,250	(23,914)
Youth Tournament Concessions	4,296	4,500	(204)	4,296	47,000	(42,704)
Adult League Concessions	4,248	500	3,748	12,652	8,500	4,152
Adult Tournament Concessions	3,560	-	3,560	11,521	7,000	4,521
Sponsorships	2,000	-	2,000	6,400	4,000	2,400
League Entry Fees	3,575	100	3,475	45,548	52,500	(6,952)

**City of Jonesboro, Arkansas**  
**Revenue vs. Budget (Cash Basis)**  
**July 2020**

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
Tournament Entry Fees	-	-	-	6,000	18,500	(12,500)
Gate Fees	-	-	-	5,245	17,000	(11,755)
Field Rental	190	-	190	3,180	1,000	2,180
<b>Cemetery Care</b>						
Burial Permits	4,033	2,500	1,533	19,325	19,500	(175)
<b>Mayor</b>						
Miscellaneous Revenue	(4)	-	(4)	1,059	-	1,059
<b>Parks Sports Programs</b>						
Miscellaneous Revenue	1,504	-	1,504	2,202	-	2,202
<b>General Admin</b>						
Civil Court Costs	3,873	18,750	(14,877)	36,222	131,250	(95,028)
Fines	58,785	75,000	(16,215)	593,003	571,000	22,003
State Turnback Funds	188,003	198,165	(10,162)	664,936	705,985	(41,049)
Interest Earned	16,769	14,617	2,152	266,998	240,059	26,939
Miscellaneous Revenue	924	5,000	(4,076)	40,476	34,500	5,976
Misc. Mun. Court Receipts	348	3,500	(3,153)	9,195	56,000	(46,805)
Domestic Refuse	282	333	(51)	1,970	2,333	(363)
Municipal Center Leases	8,782	7,612	1,170	53,284	53,284	-
Tower Rentals	3,675	-	3,675	3,675	-	3,675
County Sales Tax	1,332,029	1,220,290	111,739	9,002,480	8,522,984	479,496
City Sales Tax	1,696,077	1,622,646	73,431	11,467,906	11,274,642	193,264
Craighead County Court Rental	14,011	-	14,011	28,022	14,011	14,011
Franchise Tax Revenue	243,897	250,000	(6,103)	1,175,849	1,190,000	(14,151)
Liab Ins Equip Act 27-22-101	10,113	8,000	2,113	76,364	64,500	11,864
Alcohol Beverage Tax	28,265	43,000	(14,735)	220,335	272,000	(51,665)
Sale of City Property	2,075	1,000	1,075	13,168	5,700	7,468
District Court Jail Defrayment	10,256	1,667	8,590	88,026	11,667	76,360
<b>Communications</b>						
Miscellaneous Revenue	-	-	-	2,600	-	2,600
<b>Grants Administration</b>						
Miscellaneous Revenue	-	-	-	598	-	598
<b>Earmarked Funds</b>	137,555	92,000	45,555	2,768,169	1,464,000	1,304,169
<b>General Fund Totals</b>	<b>\$ 4,301,314</b>	<b>\$ 4,026,632</b>	<b>\$ 274,682</b>	<b>\$ 30,964,272</b>	<b>\$ 28,894,829</b>	<b>\$ 2,069,443</b>

<b>Street General Admin</b>						
State Turnback Funds	\$ 272,278	\$ 254,000	\$ 18,278	\$ 1,966,798	\$ 1,778,000	\$ 188,798
State Turnback Funds-Hwy Const	139,311	129,167	(10,145)	934,524	904,167	30,357
Interest Earned	6,998	12,500	(5,502)	53,531	87,500	(33,969)
Miscellaneous Revenue	2,500	-	2,500	43,706	20,000	23,706
County Road Tax	47,564	40,000	7,564	818,863	778,000	40,863
Natural Gas Severance Tax	1,484	13,333	(11,849)	30,374	93,333	(62,960)
<b>Street Department</b>						
Miscellaneous Revenue	805	-	805	1,433	-	1,433
Street Plate Fees	330	375	(45)	2,040	2,625	(585)
Barricade Fees	-	150	(150)	60	250	(190)
Asphalt Repair Fees	1,380	1,083	297	8,050	7,583	467
Sign & Post Fees	50	83	(33)	1,200	583	617
<b>Engineering</b>						
Miscellaneous Revenue	335	-	335	335	-	335

City of Jonesboro, Arkansas  
Revenue vs. Budget (Cash Basis)  
July 2020

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
Floodplain Permits	125	1,500	(1,375)	6,624	2,050	4,574
Road/Lane Closure Permits	25	42	(17)	850	292	558
Residential Site Permits	2,375	1,500	875	10,800	9,000	1,800
Stormwater Grading Permits	28,831	4,500	24,331	58,730	24,500	34,230
Stormwater Management Permits	7,550	1,500	6,050	19,075	18,500	575
Driveway Permits	2,650	1,500	1,150	13,150	11,800	1,350
Encroachment Permits	-	-	-	50	-	50
<b>Non-Budgetable Revenue</b>			-			
Insurance Recovery	963	-	963	32,795	-	32,795
<b>Street Fund Totals</b>	<b>\$ 515,554</b>	<b>\$ 461,233</b>	<b>\$ 34,032</b>	<b>\$ 4,002,987</b>	<b>\$ 3,738,183</b>	<b>\$ 264,804</b>

<b>Emergency 911 Fund Totals</b>	<b>\$ 17,740</b>	<b>\$ 40,688</b>	<b>\$ (22,947)</b>	<b>\$ 932,679</b>	<b>\$ 631,813</b>	<b>\$ 300,867</b>
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<b>Cemetery Fund Totals</b>	<b>\$ 4,108</b>	<b>\$ 2,500</b>	<b>\$ 1,608</b>	<b>\$ 19,788</b>	<b>\$ 20,000</b>	<b>\$ (212)</b>
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<b>O&amp;M FUNDS TOTALS</b>	<b>\$ 4,838,717</b>	<b>\$ 4,531,053</b>	<b>\$ 307,665</b>	<b>\$ 35,919,726</b>	<b>\$ 33,284,825</b>	<b>\$ 2,634,902</b>
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City of Jonesboro, Arkansas  
Revenue vs. Budget (Cash Basis)  
July 2020

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
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<b>Capital Improvement Fund Totals</b>	<b>\$ 74,914</b>	<b>\$ 14,914</b>	<b>\$ 60,000</b>	<b>\$ 164,395</b>	<b>\$ 104,395</b>	<b>\$ 60,000</b>
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<b>A&amp;P Fund Totals</b>	<b>\$ 51,698</b>	<b>\$ 59,292</b>	<b>\$ (7,594)</b>	<b>\$ 332,478</b>	<b>\$ 382,042</b>	<b>\$ (49,564)</b>
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<b>Department Of Finance</b>			-			
Veterans Village	\$ 28,088	-	\$ 28,088	\$ 28,088	-	\$ 28,088
<b>FEMA</b>						
Flood Mitigation Grant	-	-	-	8,212	-	8,212
FY18 SAFER Grant	31,170		31,170	31,170	-	31,170
FY17 SAFER Grant	-	-	-	73,516	73,516	-
<b>Department Of Justice</b>						-
Bullet Proof Vests Grant-DOJ	-	-	-	14,523	8,470	6,053
Body-Worn Camera Grant-DOJ	-	-	-	152,432	152,432	-
COPS Hiring Program (CHP)-DOJ	5,936	\$ 6,488	(551)	44,450	45,414	(963)
JAG Grant-DOJ	-	-	-	31,139	-	31,139
COVID Emergency Supplemental	33,337		33,337	33,337		33,337
CRISI	-	-	-	-	-	-
STEP Grant-DOJ	2,101	5,476	(3,376)	30,358	38,334	(7,976)
Project Safe Neighborhood Grant	5,012	5,012	-	29,191	29,191	-
<b>Homeland Security</b>						
Fire Prevention & Safety Grant	-	-	-	9,077	-	9,077
<b>Federal Grant Fund Totals</b>	<b>\$ 105,644</b>	<b>\$ 16,976</b>	<b>\$ 88,667</b>	<b>\$ 485,492</b>	<b>\$ 347,357</b>	<b>\$ 138,135</b>

<b>CDBG Fund Totals</b>	<b>\$ 19,505</b>	<b>\$ 150,000</b>	<b>\$ (130,495)</b>	<b>\$ 453,621</b>	<b>\$ 410,000</b>	<b>\$ 43,621</b>
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<b>MPO Fund Totals</b>	<b>\$ 11,249</b>	<b>\$ 13,000</b>	<b>\$ (1,751)</b>	<b>\$ 96,873</b>	<b>\$ 155,215</b>	<b>\$ (58,342)</b>
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Interest Earned	\$ 27	\$ 208	\$ (182)	\$ 485	\$ 1,458	\$ (973)
Miscellaneous Revenue	(1,606)	-	(1,606)	3,530	-	3,530
Promotional Revenue	-	-	-	12,294	40,000	(27,706)
JET Pass Sales	720	1,000	(280)	8,164	8,000	164
JET Bus Fares	56	7,000	(6,944)	24,086	42,500	(18,414)
Other State Aid - AHTD	-	-	-	28,156	28,000	156
CPT-HSTP Revenue	-	-	-	-	1,500	(1,500)
Transit FTA 5307	58,131	60,000	(1,869)	422,526	465,000	(42,474)
Insurance Recovery	-	-	-	1,383	-	1,383
<b>JETS Fund Totals</b>	<b>\$ 57,328</b>	<b>\$ 68,208</b>	<b>\$ (10,880)</b>	<b>\$ 500,624</b>	<b>\$ 586,458</b>	<b>\$ (85,835)</b>

<b>STEP Grant</b>						
State Grants Funding	-	-	-	\$ 2,892	\$ 5,000	\$ (2,108)
<b>Skate Park at Allen Park</b>						
Private Funding	-	-	-	16,125	16,000	125
<b>Blue and You Grants</b>						
Blue & You Foundation Revenue	-	-	-	6,000	-	6,000
<b>Recycling Grants</b>						
Recycling Sorting - RSWMD	\$ 4,088	\$ 4,088	-	33,616	28,616	5,000
<b>Veteran's Village</b>						
Veteran's Village Revenue	-	-	-	-	85,000	(85,000)

City of Jonesboro, Arkansas  
Revenue vs. Budget (Cash Basis)  
July 2020

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
Non-Budgetable Revenues						
Delta Covid-19 Relief Rev	-	2,500	\$ (2,500)	2,500	2,500	-
Non-Federal Grant Fund Totals	\$ 4,088	\$ 6,588	\$ (2,500)	\$ 61,133	\$ 137,116	\$ (75,983)
Other Funds Totals	\$ 324,424	\$ 328,978	\$ (4,554)	\$ 2,094,615	\$ 2,122,582	\$ (27,967)
ALL FUNDS GRAND TOTALS	\$ 5,163,142	\$ 4,860,031	\$ 303,111	\$ 38,014,342	\$ 35,407,407	\$ 2,606,934

City of Jonesboro, Arkansas  
Expenditure Report Actual vs. Budget (Cash Basis)  
July 2020

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
Finance	\$ 40,858	\$ 42,633	\$ 1,774	\$ 304,856	\$ 338,018	\$ 33,162
Police	881,098	997,193	116,095	8,256,291	8,580,662	324,371
Fire	807,149	741,853	(65,296)	6,961,995	7,032,032	70,037
SROs	59,820	67,559	7,739	480,085	500,372	20,286
Inspections	28,339	28,696	356	206,411	212,932	6,521
Animal Control	30,015	42,179	12,164	279,592	319,057	39,465
City Clerk	16,450	17,192	742	152,216	156,642	4,426
City Attorney	29,281	31,142	1,861	222,928	227,979	5,052
Planning	24,314	28,367	4,052	185,014	196,585	11,571
Information Systems	78,901	83,658	4,756	691,787	832,539	140,753
Mosquito Control	36,833	36,833	-	257,833	257,833	-
Human Resources	20,420	20,419	(1)	119,171	123,639	4,468
Court Services	10,826	11,077	252	79,455	82,274	2,819
Building Maintenance	76,133	85,867	9,734	482,845	580,452	97,607
Code Enforcement	23,356	27,539	4,183	220,685	211,254	(9,431)
Sanitation - Administration	16,864	17,044	180	132,345	135,108	2,764
Sanitation - Incinerator	12,768	11,574	(1,194)	83,999	86,556	2,557
Sanitation - Residential	310,867	311,350	483	2,299,634	2,373,122	73,488
Sanitation - Recycling	17,224	17,802	577	125,116	141,545	16,429
Parks - Softball	64,180	52,846	(11,334)	252,986	358,967	105,981
Outside Maintenance	323,327	370,750	47,423	688,603	815,630	127,027
Mayor's Office	28,298	34,502	6,204	251,105	284,756	33,651
Council	17,370	18,578	1,208	123,389	130,045	6,657
Jail	186,319	186,326	7	1,304,413	1,304,280	(133)
General Admin	30,100	10,313	(19,787)	251,562	257,688	6,125
Communications	13,244	14,098	854	100,952	105,676	4,725
Land Bank	-	798	798	31,115	50,826	19,711
Earmarked Funds	130,910	92,773	(38,137)	1,844,088	1,469,413	(374,675)
Grants Administration	8,486	12,019	3,533	69,424	85,065	15,641
Parks	203,913	239,898	35,986	1,343,558	1,463,927	120,369
<b>GENERAL</b>	<b>\$ 3,527,664</b>	<b>\$ 3,652,877</b>	<b>\$ 125,213</b>	<b>\$ 27,803,453</b>	<b>\$ 28,714,875</b>	<b>\$ 911,421</b>

Street	\$ 235,876	\$ 289,485	\$ 53,609	\$ 2,504,050	\$ 2,722,682	\$ 218,632
Street Engineering	76,068	112,514	36,447	1,159,895	1,219,724	59,829
Street Capital Improvement (STIP)	775	-	775	255,885	292,628	36,743
Insurance Claim Expense	9,555	-	(9,555)	67,607	-	(67,607)
<b>STREET</b>	<b>\$ 322,274</b>	<b>\$ 402,000</b>	<b>\$ 79,726</b>	<b>\$ 3,987,437</b>	<b>\$ 4,235,034</b>	<b>\$ 247,597</b>

<b>EMERGENCY 911</b>	<b>\$ 122,220</b>	<b>\$ 100,463</b>	<b>\$ (21,757)</b>	<b>\$ 811,759</b>	<b>\$ 834,323</b>	<b>\$ 22,565</b>
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<b>CEMETERY</b>	<b>\$ 1,930</b>	<b>\$ 40</b>	<b>\$ (1,890)</b>	<b>\$ 10,506</b>	<b>\$ 14,950</b>	<b>\$ 4,444</b>
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<b>O &amp; M FUNDS TOTALS</b>	<b>\$ 3,974,088</b>	<b>\$ 4,155,380</b>	<b>\$ 181,293</b>	<b>\$ 32,613,155</b>	<b>\$ 33,799,182</b>	<b>\$ 1,186,027</b>
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City of Jonesboro, Arkansas  
Expenditure Report Actual vs. Budget (Cash Basis)  
July 2020

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
CAPITAL IMPROVEMENTS	\$ 672,565	\$ 716,404	\$ 43,840	\$ 1,673,194	\$ 1,855,106	\$ 181,912
A&P	63,000	14,000	(49,000)	172,875	240,250	67,375
Federal Grant Funds	224,164	123,198	(100,966)	629,743	879,023	249,280
CDBG	28,209	89,122	60,913	499,686	565,006	65,319
MPO	9,669	19,516	9,847	74,367	137,981	63,614
JETS	91,801	118,583	26,782	746,045	901,123	155,078
Non-Federal Grant Funds	8,496	6,213	(2,283)	45,748	179,741	133,993
<b>OTHER FUNDS TOTALS</b>	<b>\$ 1,097,903</b>	<b>\$ 1,087,037</b>	<b>\$ (10,866)</b>	<b>\$ 3,841,659</b>	<b>\$ 4,758,230</b>	<b>\$ 916,571</b>

<b>ALL FUNDS GRAND TOTALS</b>	<b>\$ 5,071,990</b>	<b>\$ 5,242,417</b>	<b>\$ 170,426</b>	<b>\$ 36,454,814</b>	<b>\$ 38,557,412</b>	<b>\$ 2,102,598</b>
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Surplus/(Deficit)

Department / Fund	Actual	Budget	\$ Variance	YTD Actual	YTD Budget	\$ Variance
<b>O&amp;M Fund</b>						
Revenue	\$ 4,838,717	\$ 4,531,053	\$ 307,665	\$ 35,919,726	\$ 33,284,825	\$ 2,634,902
Expense	3,974,088	4,155,380	181,293	32,613,155	33,799,182	1,186,027
<b>O&amp;M Surplus/(Deficit)</b>	<b>\$ 864,630</b>	<b>\$ 375,673</b>	<b>\$ 488,957</b>	<b>\$ 3,306,572</b>	<b>\$ (514,357)</b>	<b>\$ 3,820,929</b>
<b>Other Funds</b>						
Revenue	\$ 324,424	\$ 328,978	\$ (4,554)	\$ 2,094,615	\$ 2,122,582	\$ (27,967)
Expense	1,097,903	1,087,037	(10,866)	3,841,659	4,758,230	916,571
<b>Other Funds Surplus/(Deficit)</b>	<b>\$ (773,478)</b>	<b>\$ (758,059)</b>	<b>\$ (15,420)</b>	<b>\$ (1,747,044)</b>	<b>\$ (2,635,647)</b>	<b>\$ 888,604</b>
<b>All Funds</b>						
Revenue	\$ 5,163,142	\$ 4,860,031	\$ 303,111	\$ 38,014,342	\$ 35,407,407	\$ 2,606,934
Expense	5,071,990	5,242,417	170,426	36,454,814	38,557,412	2,102,598
<b>All Funds Surplus/(Deficit)</b>	<b>\$ 91,151</b>	<b>\$ (382,386)</b>	<b>\$ 473,537</b>	<b>\$ 1,559,528</b>	<b>\$ (3,150,005)</b>	<b>\$ 4,709,533</b>



**City of Jonesboro, Arkansas**  
**Combined Sales and Use Tax Report (Cash Basis)**  
**2020**

**Historical Data**

Month	2020	2019	2018	2017
January	\$ 3,008,452.17	\$ 2,803,397.11	\$ 2,658,011.12	\$ 2,651,799.92
February	3,456,786.92	3,447,195.59	3,286,150.16	3,177,384.62
March	2,660,437.30	2,603,503.74	2,325,261.31	2,374,452.60
April	2,779,178.10	2,501,123.04	2,293,365.88	2,523,794.70
May	2,828,107.81	2,762,975.02	2,708,770.62	2,649,183.78
June	2,709,308.02	2,807,389.92	2,620,304.52	2,478,931.99
July	3,028,106.54	2,772,110.08	2,748,198.13	2,711,611.45
August	-	2,816,929.81	2,792,195.98	2,762,199.11
September	-	2,798,085.00	2,682,894.91	2,481,872.39
October	-	2,912,348.94	2,761,956.37	2,673,364.18
November	-	2,843,972.03	2,697,420.51	2,687,633.13
December	-	2,837,421.78	2,705,891.32	2,599,411.00
<b>Totals</b>	<b>\$ 20,470,376.86</b>	<b>\$ 33,906,452.06</b>	<b>\$ 32,280,420.83</b>	<b>\$ 31,771,638.87</b>

**Comparison to Previous Periods**

Month	Current Year	Prior Year	\$ Variance	% Variance
January	\$ 3,008,452.17	\$ 2,803,397.11	\$ 205,055.06	7.3%
February	3,456,786.92	3,447,195.59	9,591.33	0.3%
March	2,660,437.30	2,603,503.74	56,933.56	2.2%
April	2,779,178.10	2,501,123.04	278,055.06	11.1%
May	2,828,107.81	2,762,975.02	65,132.79	2.4%
June	2,709,308.02	2,807,389.92	(98,081.90)	-3.5%
July	3,028,106.54	2,772,110.08	255,996.46	9.2%
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 20,470,376.86</b>	<b>\$ 19,697,694.50</b>	<b>\$ 772,682.36</b>	<b>3.9%</b>

**Comparison to Budget**

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 3,008,452.17	\$ 2,790,226.83	\$ 218,225.34	7.8%
February	3,456,786.92	3,443,567.18	13,219.74	0.4%
March	2,660,437.30	2,501,218.06	159,219.24	6.4%
April	2,779,178.10	2,616,223.27	162,954.83	6.2%
May	2,828,107.81	2,902,675.87	(74,568.06)	-2.6%
June	2,709,308.02	2,700,780.19	8,527.83	0.3%
July	3,028,106.54	2,842,936.76	185,169.78	6.5%
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 20,470,376.86</b>	<b>\$ 19,797,628.17</b>	<b>\$ 672,748.69</b>	<b>3.4%</b>

\*The 2020 Combined budget for Sales Tax is \$34,014,000

City of Jonesboro, Arkansas  
Combined State Turnback Report (Cash Basis)  
2020

Historical Data

Month	2020	2019	2018	2017
January	\$ 469,699.36	\$ 412,629.34	\$ 394,568.20	\$ 405,309.49
February	370,909.40	338,293.81	350,775.61	342,763.87
March	349,095.11	332,015.27	311,023.59	307,802.64
April	347,982.01	336,115.56	330,166.14	348,422.61
May	346,486.32	347,671.01	349,524.66	349,539.77
June	316,169.87	353,147.84	345,702.12	350,143.12
July	461,765.33	464,517.52	458,148.49	474,350.69
August	-	339,191.76	321,997.82	339,311.09
September	-	344,944.51	337,504.99	341,734.36
October	-	333,285.93	345,673.36	345,733.34
November	-	327,425.45	324,522.68	325,033.95
December	-	336,366.65	334,873.30	323,678.82
<b>Totals</b>	<b>\$ 2,662,107.40</b>	<b>\$ 4,265,604.65</b>	<b>\$ 4,204,480.96</b>	<b>\$ 4,253,823.75</b>

Comparison to Previous Periods

Month	Current	Prior	\$ Variance	% Variance
January	\$ 469,699.36	\$ 412,629.34	\$ 57,070.02	13.8%
February	370,909.40	338,293.81	32,615.59	9.6%
March	349,095.11	332,015.27	17,079.84	5.1%
April	347,982.01	336,115.56	11,866.45	3.5%
May	346,486.32	347,671.01	(1,184.69)	-0.3%
June	316,169.87	353,147.84	(36,977.97)	-10.5%
July	461,765.33	464,517.52	(2,752.19)	-0.6%
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,662,107.40</b>	<b>\$ 2,584,390.35</b>	<b>\$ 77,717.05</b>	<b>3.0%</b>

Comparison to Budget

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 469,699.36	\$ 410,974.58	\$ 58,724.78	14.3%
February	370,909.40	340,179.17	30,730.23	9.0%
March	349,095.11	340,168.41	8,926.70	2.6%
April	347,982.01	340,168.41	7,813.60	2.3%
May	346,486.32	340,155.00	6,331.32	1.9%
June	316,169.87	340,174.06	(24,004.19)	-7.1%
July	461,765.33	465,498.21	(3,732.88)	-0.8%
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
<b>Totals</b>	<b>\$ 2,662,107.40</b>	<b>\$ 2,577,317.84</b>	<b>\$ 84,789.56</b>	<b>3.3%</b>

\*The 2020 Combined Turnback Budget is \$4,268,000

\*Combined State Turnback Report does not include money from the 1/2 cent Highway Sales Tax.