City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, February 2, 2021 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

Council Chambers, Municipal Center

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-21:004 MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 19, 2021

Attachments: MINUTES

RES-21:011 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2020 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - JONESBORO DOWNTOWN TO ASU CONNECTION - PH. 2 (JOB 101117)

Sponsors: Engineering

Attachments: Agreement of Understanding

Legislative History

1/26/21	Finance & Administration Council Committee	Recommended to Council

RES-21:012 RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2021 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

Sponsors: JETS

Attachments: 1 - JETs FY2021 C&A

1 - JETs Sign page FY2021C&A

Legislative History

1/26/21	Finance & Administration Council Committee	Recommended to Council

RES-21:013 RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR 2020 ASSISTANCE TO FIREFIGHTERS GRANT(AFG) PROGRAM FROM THE U.S DEPARTMENT OF HOMELAND SECURITY

Sponsors: Grants, Fire Department and Finance

Attachments: Fire Admin_20210111_084422

Legislative History

1/26/21	Finance & Administration Council Committee	Recommended to Council

RES-21:014 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO ACCEPT THE 2018 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT

Sponsors: Grants, Engineering and Finance

Attachments: NO CONTRACT OR DOCUMENTATION GIVEN

Legislative History

1/26/21	Finance & Administration Council Committee	Recommended to Council

RESOLUTIONS NOT ON THE CONSENT AGENDA

RES-20:248 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 700 CATE, PARCELS 01-144184-29500 & 01-144184-29600, JONESBORO, ARKANSAS 72401, OWNED BY ROSSE FAMILY TRUST

Sponsors: Code Enforcement and Mayor's Office

Attachments: Affidavit of Statutory Lien -700 Cate

700 Cate

Legislative History

12/29/20	Finance & Administration Council Committee	Recommended to Council

6. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED - SET DATE AND TIME FOR PUBLIC HEARING

RES-21:015 A RESOLUTION TO SET A PUBLIC HEARING REGARDING ABANDONING AND VACATING A UTILITY EASEMENT IN LOT 1, RED WOLF CORNER REPLAT AS REQUESTED BY ERVING RIDGE CONSULTING & DEVELOPMENT, LLC

Attachments: Petitions
Plat
Engineering and Planning Letter
Utility Letters
CWL Quitclaim Deed

ORDINANCES ON FIRST READING

ORD-21:002 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering and Mayor's Office

Legislative History

1/19/21	Public Safety Council Committee	Recommended to Council

ORD-21:003 AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR TRUCK BODY WORK ON A WRECKED STREET DEPARTMENT GRAVEL TRUCK, AND DECLARING AN EMERGENCY

Sponsors: Streets and Finance

Attachments: AML estimate on gravel truck

EMERGENCY CLAUSE

Legislative History

1/26/21	Finance & Administration Council Committee	Recommended to Council

ORD-21:005 AN ORDINANCE FOR THE TRANSFER OF LOCATION OF A PRIVATE CLUB PERMIT FOR NORTH HILLS SOCIAL CLUB

Attachments: Application

ORD-21:006 AN ORDINANCE ADOPTING BY REFERENCE THE COTTAGE HOUSING STANDARDS TO ENCOURAGE AN ALTERNATIVE TYPE OF DETACHED HOUSING BY PROVIDING RESIDENCES FOR HOUSEHOLDS OF TYPICALLY ONE TO TWO INDIVIDUALS WITHOUT UNDERGOING THE SUBDIVISION PROCESS AND TO PROMOTE HEALTH, SAFETY, AND WELFARE FOR THE CITIZENS OF JONESBORO

Sponsors: Planning

Attachments: Cottage Housing Ordinance - COJ - Final

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-21:001 AN ORDINANCE TO WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX

SOFTWARE BY THE PLANNING DEPARTMENT

Attachments: ProjectDox-OAS Order form

Avolve ProjectDox Statement of Work

Legislative History

1/12/21	Finance & Administration Council Committee	Recommended to Council
1/19/21	City Council	Waived Second Reading

ITEMS THAT HAVE BEEN HELD IN COUNCIL

RES-20:251 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MCP INVESTMENTS, LLC FOR THE SALE OF PROPERTY

Sponsors: Mayor's Office

Attachments: Appraisal, 2.86 acres on Neil Drive, January 2013

Map, Neil Drive Property

Contract with MCP Investments to sell property

Legislative History

1/5/21	City Council	Postponed Temporarily

8. MAYOR'S REPORTS

COM-21:009 DECEMBER 2020 FINANCIAL REPORTS

Sponsors: Finance

Attachments: Financial Overview December 2020

2020 Year End High-Level Summary $ Variance Analysis

Observations Regarding December 2020 Financial Statements

Statement of Changes in FB, Required Reserve and STIP Balance December 2

Deposit Collateralization Report December 2020

Revenue Report December 2020

Expenditure Report December 2020

Sales Tax Report (Combined) December 2020

State Turnback Report (Combined) December 2020

COM-21:005 JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING NOVEMBER 30, 2020

Sponsors: Municipal Airport Commission

Attachments: JAC Jonesboro Airport Financials 11_2020

COM-21:006 JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING DECEMBER 31, 2020

Sponsors: Municipal Airport Commission

Attachments: JBR Jonesboro Airport Financials 12_2020

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.

11. ADJOURNMENT

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-21:004	**Version:**	1	**Name:**	MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 19, 2021
Type:	Minutes			**Status:**	To Be Introduced
File created:	1/20/2021			**In control:**	City Council
On agenda:				**Final action:**	
Title:	MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 19, 2021				
Sponsors:					
Indexes:					
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Date	Ver.	Action By	Action	Result

MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 19, 2021

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, January 19, 2021 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

SPECIAL CALLED NOMINATING & RULES COMMITTEE MEETING AT 5:15 P.M.

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK APRIL LEGGETT

Present 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;LJ Bryant and Brian Emison

Absent 1 - David McClain

4. SPECIAL PRESENTATIONS

COM-21:007 PROCLAMATION BY MAYOR HAROLD COPENHAVER HONORING THE NATIONAL DAY OF RACIAL HEALING

Attachments: Racial Healing proclamation

Read

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Charles Coleman, to Approve the Consent Agenda. The motioned PASSED

Aye: 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;LJ Bryant and Brian Emison

Absent: 1 - David McClain

MIN-21:001 MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 5, 2021

Attachments: CC Minutes 01052021

This item was passed on the consent agenda.

RES-21:001 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2507 BROOKE MCQUEEN, JONESBORO, AR 72404, PARCEL-01-144333-08800, OWNED BY KYLE D. HALL

Attachments: 2507 Brooke McQueen

This item was passed on the consent agenda.

Enactment No: R-EN-006-2021

RES-21:002 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 716 W. WASHINGTON, JONESBORO, AR72401, PARCEL 01-143134-17800, OWNED BY HRB PROPERTIES, INC.

Attachments: 716 W. Washington

This item was passed on the consent agenda.

Enactment No: R-EN-007-2021

RES-21:003 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1014 S. CULBERHOUSE, JONESBORO, AR 72401, PARCEL 01-144192-21300, OWNED BY CHARLES E. NOELL, JR.

Attachments: 1014 S. Culberhouse

This item was passed on the consent agenda.

Enactment No: R-EN-008-2021

RES-21:004 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1328 W. HUNTINGTON, JONESBORO, AR 72401, PARCEL 01-143133-18100, OWNED BY DKI, LLC.

Attachments: 1328 W. Huntington

This item was passed on the consent agenda.

Enactment No: R-EN-009-2021

RES-21:005 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1506 PRATT CIRCLE, JONESBORO, AR 72401, PARCEL 01-144082-09900, OWNED BY CHARLES BOWMAN

Attachments: 1506 Pratt

This item was passed on the consent agenda.

Enactment No: R-EN-010-2021

RES-21:006 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3213 MEADOR, JONESBORO, AR 72401, PARCEL 01-144281-36300, OWNED BY STEPHEN D. WORLEY

Attachments: 3213 Meador

This item was passed on the consent agenda.

Enactment No: R-EN-011-2021

RES-21:008 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4306 GLADYS, JONESBORO, AR 72404, PARCEL 01-134032-11800, OWNED BY ANGELINE BROWN

Attachments: 4306 Gladys

This item was passed on the consent agenda.

Enactment No: R-EN-012-2021

RES-21:009 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT RICHARDSON, JONESBORO, AR 72401, PARCEL 01-144273-19800, OWNED BY CHRISTIANA IGLESIA

Attachments: Richardson

This item was passed on the consent agenda.

Enactment No: R-EN-013-2021

RES-21:010 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT A WALMART COMMUNITY GRANT FROM WALMART FACILITY #6377 (WALMART NEIGHBORHOOD MARKET ON HARRISBURG ROAD) TO PURCHASE SUPPLIES FOR THE VETERANS VILLAGE

Attachments: Walmart Community Grant Request ID 65247877 Fa..

This item was passed on the consent agenda.

Enactment No: R-EN-014-2021

RESOLUTIONS NOT ON THE CONSENT AGENDA

RES-20:241 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT 2221 NEEDHAM STREET OWNED BY CARSON INVESTMENTS LLC

Attachments: 2221 Needham Boarding Notice
2221 Needham Inspection & County Data
2221 Needham pictures
2221 Needham purchaes reqs
2221 Needham title search
Arvest Invoice
Billing Request
Carson Invoice
Deed Chain
Tax InfoMortgageAssign of Rents

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

Aye: 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;LJ Bryant and Brian Emison

Absent: 1 - David McClain

Enactment No: R-EN-015-2021

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-21:001 AN ORDINANCE TO WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX SOFTWARE BY THE PLANNING DEPARTMENT

Attachments: ProjectDox-OAS Order form
Avolve ProjectDox Statement of Work

Councilmember Chris Gibson motioned, seconded by Councilmember Mitch Johnson, to suspend the rules and offer ORD-21:001 by title only. All voted aye.

Councilmember John Street asked if Planning Director Derrel Smith would give a quick overview of this just for clarification for everyone, and to see if there was any urgency in expediting the passage of this ordinance. Planning Director Derrell Smith explained that we started this process several months ago. Part of the software has already been purchased, and it is mainly for Public Works. This portion is going to be for the plan review. What this will do is give us the ability to have everything on-line, and go paperless, everything will be submitted through our web-site. It's going to give the Developers, and Patrons the ability to track their projects throughout the process. We looked at different software's over the course of time and believe that this is what will work best for us. If there is any way that we can expedite this we would be grateful, because this is going to be a great tool for the public.

Patti Lack 4108 Forrest Hill Road, Jonesboro. Can Planning Director Derrel Smith tell me the final price of the software? I was looking through the bidding sheet and it was difficult to understand. I know that we have it already, so it make sense to keep it. But, I just would like to know the cost. Planning Director Derrel Smith commented that this contract is for $206,950. Patti Lack commented that the citizens are going to

appreciate it. But, I think this is more for the Planning Department and the developers. Am I correct on that? Planning Director Derrel Smith said that this is for anyone that submits plans to the City of Jonesboro. Again, Patti Lack said, so still more for the Developers. Planning Director Derrel Smith explained it will be used for all purposes, such as someone that is wanting to put in a fence, or swimming pool, anything that a homeowner would want to do they will submit it through this software as well.

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Waived Second Reading . The motion PASSED with the following vote.

Aye: 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;LJ Bryant and Brian Emison

Absent: 1 - David McClain

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

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
Comments from Public 2021
Bryant Amendment 01192021

Councilmember LJ Bryant explained that Jonesboro Sun Reporter Keith Inman e-mailed him, at that time LJ Bryant had had a few conversations and thought that it might be better to have some patience regarding this ordinance, maybe wait until wards were redrawn. After more conversations, and the emails that we got over the weekend, I think the community would like to see us move forward on this. But, in keeping kind of what was the original spirit of this, it seems like that we would have to make two small changes to do the same exact thing. I emailed City Attorney Carol Duncan, and City Clerk April Leggett my amendment, and they are real simple. Number one is that this current ordinance has the election of a 2020 date, so that has to be changed. The other change would be, when we were considering this in August of 2020, it would have been voted on in November of 2020 had the Council and Citizens passed it, then it would have taken effect in 2022. We really need to make one more amendment to this to stay in the same spirit, which would be changing the election date, and secondly you would change from position one to position two to make it take effect two years later. Because, if we did not do that, then if the Council and Citizens passed it, if we didn't make this second amendment that it wouldn't take impact until

2026. That might be a little too far down the road to maybe make the changes that the citizens are wanting us to do. I also would propose that we take it back to first reading since this is somewhat of a change. I am making a motion to make this amendment and also take it back to first reading. Councilmember Dr. Charles Coleman seconded the motion.

Councilmember Joe Hafner said, I think that some people are confused on what is currently in front of the Council regarding this ordinance and the proposed amendments. What we are voting on isn't whether or not to make it one position by ward election. We are voting on whether or not to give the people the right to vote on it. My question is with the proposed amendment, this would not be voted on until November of 2022, and then it wouldn't take effect for two years later. So, basically we are looking at almost four years before this would go in to effect. I am all for the hybrid system, but in order to be more timely with it should any thought be given to making it available for the next year's primary, then it could be in effect for next year's general election? Councilmember Chris Moore said that he agreed with Councilmember Joe Hafner's assessment. I don't think we should wait four years, I think we should move forward with this. I think there is public support, and I would agree that we should have it at the next primary, then we could continue on the path that we've already discussed to have it in position one on the 2022 ballot.

Councilmember John Street asked how position one was selected. City Attorney Carol Duncan said, if you recall I don't think Councilmember LJ Bryant ever spoke at all about it. He asked me to draft it and I had to pick something, and I just picked position one because it was first, and said that you all could amend that if you chose to make it position two. I randomly chose position one. Councilmember John Street said, I too favor putting this to the vote of the people. I think it should be at a regular election, not a special election, but a regular election and it should have been an impartial selection of which position.

Councilmember Bobby Long commented that he agreed with Councilmember John Street regarding this ordinance. I think it does need to be at a regular election. Mainly because I think that it is important that we try to engage as many people as possible. I think when you put it in a general election you will get more voters coming out to engage in the process then if you would have done it any other way. Councilmember Chris Moore commented that the only thing we have to remember, and I am in agreement on impartial selection of which seat. That being said, I think we should flip a coin, or draw something to select if it is going to be position one or two. If we hold it at the next general election and then we draw and it turns out to be position 1 then that is going to make it six years down the road, so just keep that in mind. Because, eventually we are going to come to the conclusion the only fair way to decide which position it's going to be is a draw or something of that nature. I think the first thing we should do is decide if it's going to be the first or second position, and then can select when the election date will be. Mayor Harold Copenhaver asked Councilmember LJ Bryant if he was in agreement with amending the ordinance to reflect the change that has been discussed her tonight. Councilmember Joe Hafner commented again that he is for the hybrid method. But, to me it sounds like that we have a lot of unanswered questions for this to proceed, even with the amendment that Councilmember LJ Bryant proposed is voted on and accepted I think we have more questions that need to be answered before we move forward. We are not up against a time clock at this time. I think a primary is a general election, it's not a special election, and it's a nonpartisan, anybody can vote in a primary. We just have more questions that need to be answered, and maybe this needs to go back to the Rules & Nominating Committee, so that there can be more discussion on how to proceed.

Councilmember LJ Bryant commented we did advance this from Nominating & Rules Committee last July and it is obvious that Council did not take action on this ordinance. This amendment is sort of in the same spirit as what passed committee. As far as just changing the election date, and then changing the date of when it would take place, and the change of the position was not directed by anyone one way or another as Carol Duncan, the City Attorney stated. I think just by timing if we were to go this route, it seems to make the most since to do it at a general election, because that is when the most of the people vote, I can't remember the statistics, and obviously everyone is free to vote. But, traditionally most people don't vote in primaries, I think in keeping with the spirit of what we were originally trying to do, and that's with the amendment that is here before us now. Councilmember Chris Moore commented just as a point of order if Councilmember Hafner's motion was to send it back to the Nominating & Rules Committee, was that your intended motion Councilmember Hafner. The motion to table and send this ordinance back to committee takes precedence over Councilmember LJ Bryant's motion to amend. I wasn't clear on Councilmember Joe Hafner's motion, are you making the motion to send it back to Committee? Councilmember Joe Hafner said, yes. Councilmember Bobby Long said he would second that. Councilmember Chris Moore said so, we have a motion and a second to postpone temporary and send it back to the committee and that is non-debatable. So, I would ask the Chair to call the issue. Aye Votes - Williams, Frierson, Moore, Street, Johnson, Gibson, Long, Hafner, Emison; Nay Votes - Bryant, Coleman; Absent - McClain. The motion to postpone passes 9-2.

Councilmember Charles Coleman commented that he wanted to thank Councilmember Chris Moore for explaining this to us. One of the problems that the community has with us is that we do all of this talking back and forth, and things are not being made clear, so I just wanted that to go on record. Hopefully we as council understand it as well as those out in the community listening. I hope this year we get a lot better at making things clearer. Mayor Harold Copenhaver followed that up with commenting that Robert's Rules of Order are important and we need to understand it as not only Committee Members, and I will be doing my due diligence as well. Eleven days into office we are going to make those mistakes. But, I appreciate Councilmember Chris Moore in his regards for Robert's Rules of Order as we clean our directive up and move forward as a community in making it transparent to everyone.

A motion was made by Councilperson Joe Hafner, seconded by Councilperson Charles Frierson, that this matter be Referred back to the Nominating and Rules Committee . The motion PASSED with the following vote.

Aye: 9 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Bobby Long;Joe Hafner and Brian Emison

Nay: 2 - Charles Coleman and LJ Bryant

Absent: 1 - David McClain

8. MAYOR'S REPORTS

Mayor Harold Copenhaver explained what the Administration has been doing in the last couple of weeks. On Martin Luther King Jr. Day. I want to commend the group that I had the opportunity to go out and help with as they picked up trash along Martin Luther King Drive. The group was led by Chris Cross, and his co-workers from Arkansas State University Newport Campus in Jonesboro, and employees of Jonesboro Public Schools, along with other volunteers from the rest of the community.

I am proud to announce two Administrators that joined by team. They are Tony Thomas, Chief Operating Officer. Tony came from Crowley's Ridge Development Center, where he was Executive Director for CRDC. We are proud to have Tony on our team. Also, I announced last week that Brian Richardson will serve as Chief Administrative Officer. Brian will be overseeing special projects as well as working with the public and private partners in our City and County, Arkansas State University, and Legislative Representatives.

Bill Campbell, Director of Communications and I toured the Turtle Creek Mall, along with the General Manager of the Mall, Rick Jackson. We asked Mr. Jackson to really set forth where we are going to go with the Mall. Mr. Jackson seemed sincere in his desires to see the Mall reopened. He also agreed to our request to open the north entrance off of Matthews and connect it with Highland Drive. Rick also agreed to allow use of the Mall parking lot for COVID drive through testing and vaccine sites. This will be happening very soon and I appreciate his cooperation in this endeavor.

I also want to thank the Walmart Neighborhood Grocery on Harrisburg Road for their donation of $2,500 for furnishings for the Cottages at Veteran's Village. We know our residents, and businesses have a big heart for the Veteran's and they join a lengthy list of donors. The Jonesboro Elks Lodge has also made a heart trending donation of appliances and furniture for the Cottages. Kraig Pomrenke of Embassy Suites here in Jonesboro has furnished all of the linen's and the VFW has also donated some furnishings as well. They join a long list of others that have made heart felt donations to the Veterans Village.

Our City Departments continue to rotate staff who can do work from home to help prevent the spread of the Corona Virus. I know you have heard it before, but please practice social distancing and wear a mask in public. It is good for yourself and your neighbors. When a member of the City of Jonesboro family hurts we all hurt. At this time I would like to ask for prayers and well wishes for our E-911 Director, Jeff Presley whose family has been hard stricken by the Corona Virus. Also, remember former Councilmember Gene Vance, who is recovering from a serious fall. The City of Jonesboro wishes them condolences, and we know that their faith will lead them through these difficult times. I don't want to forget about JETS Driver Tina Ruins, who had minor injuries from an accident involving a JETS Bus.

9. CITY COUNCIL REPORTS

Councilmember John Street did say that he had a question regarding the Mall at Turtle Creek, because that is something that I think we all get a lot of questions on. I know that you said that they seem sincere, but have they put forth any kind of timeline as far as when will see some progress being made to tear down the section that saw the most damage? Mayor Harold Copenhaver welcomed Councilmember John Street's question. Like I stated, we toured the facility, we saw hands-on and they expressed as they were anticipating by Black Friday of last year that they would have liked to have had from Target down to the food court open. This is just a small time frame, they can repair it within 60 days. But, then again as we have come to see that the exterior from the rest of the facility would almost have to be taken down to the ground. They are working diligently, and were expecting the city to come work with them, and ask where we stood to move forward with this project. We are looking at a 30 day request, and then with plans that they are to submit to the City on what they are planning on doing to move forward. Councilmember John Street thanked Mayor Harold Copenhaver in trying to find a solution to this particular project. It's been almost nine months and it is time to move on.

Councilmember Chris Gibson reported that Nominating & Rules met this evening in an effort to align our committee structure. I would like to suspend the rules and walk on communication file 21-008. Councilmember Joe Hafner seconded the motion. All councilmembers present approved it. City Clerk April Leggett will read communication file 21-008. The communication list the members of each of the Council Committee members. Proposed 2021 Committee are as follows.

Nominating & Rules: Chris Gibson, Ann Williams, Chris Moore, Dr. Charles Coleman, Brian Emison, Charles Frierson.

Finance Committee: Joe Hafner, Dr. Charles Coleman, Ann Williams, John Street, David McClain, LJ Bryant, Brian Emison.

Public Works: John Street, Brian Emison, Mitch Johnson, Chris Moore, Dr. Charles Coleman, LJ Bryant, Ann Williams.

Public Safety: Mitch Johnson, David McClain, Bobby Long, Chris Moore, Brian Emison, Charles Frierson, Chris Gibson.

Public Services: Chris Gibson, Joe Hafner, Bobby Long, Ann Williams, Brian Emison.

Councilmember Mitch Johnson motioned to adopt COM-21:008. Councilmember John Street seconded the motion. Councilmember Chris Gibson had one correction that needed to be made with regards to the Public Works Committee. Councilmember Chris Gibson asked Councilmember Brian Emison if he wanted to be removed from this particular committee. Councilmember Brian Emison explained that this was actually a committee that former Councilmember Gene Vance was on, and that he wished to roll-off of the committee if possible. If not possible he would gladly take the educational opportunity and serve on the committee if need be. Councilmember John Street withdrew his second. Councilmember Mitch Johnson withdrew his motion. Councilmember Chris Gibson motioned to adopt COM-21:008 with the noted change. Councilmember Chris Moore seconded the motion. All voted aye.

Councilmember Chris Gibson said that he had one other matter he would like to address. I have gotten several calls concerning property at 1521 Overhill. Apparently there are some dilapidated pipes, and sewage is just being sump-pumped into the streets. I received another call on that today. If Code Enforcement Director Mike Tyner is here could he give us an update on it? The property on Overhill that Councilmember Chris Moore is referring to is a rental. The sewer line that is connected to the main line that goes into the house is collapsed, and has left a pothole in the street. From the preliminary inspection, it does not appear to have any kind of sump pump or anything as much as it is when sewage accumulates to where it will come up into the pot-hole. We are attempting to make contact with the owner of the rental property to have it repaired. We have also forwarded the complaint for the Plumbing Inspector to take a look at it, and also to City Water & Light to come out and see which side of the line that the leak is on, and whose responsibility it would be to repair it. Councilmember Chris Moore ask if we could get a time line on when these things might occur, because to me this is a nuisance to public health. Code Enforcement Director Mike Tyner commented, usually after the Plumbing Inspector goes to inspect it and makes contact with the property owner they will then have 72 hours to make necessary repair before we request that City Water & Light cut service until those repairs are made. Councilmember Chris Moore thanked Code Enforcement Director Mike Tyner for his report.

Councilmember Chris Moore asked Mayor Harold Copenhaver if he could start to prepare us some sort of explanation on where we are at on the Citizen Bank Building property. This has been an ongoing discussion for the last two years, and if you could give us a report on that maybe at next month's council meeting that would be helpful. Mayor Harold Copenhaver said, just to give you all some clarification of the Chief Administrative Officer, Brian Richardson's role. This is going to be part of his duties to follow up on projects that are happening in the city, we are looking at what is involved in project management so that you all will have a point of first contact in this area. We will of course be more than happy to give you all as well as the citizens an updated report on that project.

Councilmember Dr. Charles Coleman said that he did have a couple of comments to make. I am just going to add to a comments I made just a few minutes ago. Even as I am speaking I am receiving numerous email's about the ward only voting. I want to commend Councilmember Chris Moore again for explaining the complexity of the issue. I hope and pray that we do a better job with this. I also commend you for bringing it up, because it is something that is really important. With you being a new Mayor we want to start this game off right. So, I think that if we can get the public to understand what and why we do things it will make communicating a lot easier. I am not throwing stones at anyone here, because I am just as guilty as anyone here, we just need to do a lot better.

Councilmember Brian Emison said, I just have one thing to add. I just want to say thank you to Mayor Harold Copenhaver for giving us an update on where we stand with the Mall at Turtle Creek. As we like to make it easy to do business here in the City of Jonesboro, we also have to take a look at how we move forward to fix things backup after the 2020 tornado. Hopefully moving forward we will have a Mall that is up and back operational. Mayor Harold Copenhaver thanked all Councilmembers for their comments and stated that they are duly noted, and we will move forward with any recommendations and get back with you as soon as possible.

COM-21:008 2021 City Council Committee Membership Selection

Attachments: Code of Ordinances Sec2-95
Council Committees 2020
Proposed 2021 Committees

Read

10. PUBLIC COMMENTS

Kimberly Chase, 204 East Nettleton. I am the Director of the HUB, Homeless Resource Center. I wanted to take a moment here tonight to just discuss an upcoming event in regards to our homeless population. On Thursday, January 28, 2021, we will be conducting the annual point in time, or PIT Count. A PIT Count is a snap-shot count of people experiencing homelessness. Generally on a single night in January it is conducted by the local community throughout the country, and US Department of Housing and Urban Development. It requires all continuum of care communities to conduct PIT Counts as a condition of receiving funding. This count is vital for the information gathered and is the main source of data used by the Federal Government to track the number, demographics, and needs of people experiencing homelessness throughout the country, as well as funding. It is imperative that the count is just as

accurate as possible. There are two approaches to the PIT Count. First is a night of count, this simply means that volunteers will be going to places where our homeless citizens shelter and interviewing and counting them. The second approach is a service based count. Once a date is selected for the PIT Count, individuals receiving services throughout the community are interviewed. The count is an important effort that ensures the voices of people experiencing homelessness are heard, and that efforts are made to provide appropriate services. This national snap-shot of homelessness is not the whole story. The bottom line is, that it is very difficult to solve a problem you cannot measure. If you know of any place where homeless citizens are sheltering please reach out to me at the HUB Office at 870-333-5731, or e-mail me at thehubhrc@hubjonesboror.org or Casey Kidd at CRDC and that number is 870-802-7100.

Mayor Harold Copenhaver thanked Ms. Chase for calling in, and said, I want to let you know how thankful we are for the help that you provide through the HUB for this community. We want to be part of that solution moving forward.

11. ADJOURNMENT

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 11 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;LJ Bryant and Brian Emison

Absent: 1 - David McClain

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-21:011	**Version:**	1	**Name:**	AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2020 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - JONESBORO DOWNTOWN TO ASU CONNECTION - PH. 2 (JOB 101117)
Type:	Resolution			**Status:**	Recommended to Council
File created:	1/19/2021			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	

Title: RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2020 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - JONESBORO DOWNTOWN TO ASU CONNECTION - PH. 2 (JOB 101117)

Sponsors: Engineering

Indexes: Contract

Code sections:

Attachments: Agreement of Understanding

Date	Ver.	Action By	Action	Result
1/26/2021	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2020 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - JONESBORO DOWNTOWN TO ASU CONNECTION - PH. 2 (JOB 101117)

WHEREAS, the City of Jonesboro was awarded the FY 2020 Transportation Alternative Program Grant in the amount of $518,750 of which $415,000 are Federal-aid funds (80%); and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with $103,750 in local funds; and

WHEREAS, the City of Jonesboro will accept all accounting, reporting, and project responsibilities for said grant; and

WHEREAS, the City of Jonesboro will use said funds for the construction of Ph. 2 the Downtown to ASU Bike/Pedistrian trail as part of the Greenway Trailway, a master trail system that will provide pedestrian and bicycle accessibility to the recreational complexes throughout the City.

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 an Agreement of Understanding with the Arkansas Department of Transportation for the Jonesboro Downtown to ASU Connection Ph. 2 in the amount of $518,750; and

SECTION 2: The Mayor, City Clerk, and the City Attorney are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this contractual agreement.

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF JONESBORO

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 101117, Jonesboro Downtown to ASU Connection Ph. 2 (TAP-20) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, funding in the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved TAP projects; and

WHEREAS, the **City of Jonesboro** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **$415,000** maximum Federal-aid approved for the Project:

	Maximum Federal %	Minimum Sponsor %
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100
Department Administrative Cost (1% of Const. Amt.)	0	100

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A*) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency (LPA) Project Manual (available at http://old.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to created or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B*). The duties and functions of this person are:
   - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
   - Maintains familiarity of day to day project operations, including project safety issues;
   - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
   - During construction, visits and reviews the project on a daily basis;
   - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
   - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
   - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.

2. Sponsors that require a reduction or modification to the scope of their project will submit the Revision of Project Scope and Budget (Attachment C*) with the signed Agreement of Understanding.

3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.

4. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.

5. Submit plans at 30%, 60%, and 90% completion stages for Department review.

6. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverable	Deadline
Signed Agreement of Understanding for Execution by the Department	60 Days from the Kick-off Meeting
30% Complete Plans for Review	180 Days from the Kick-off Meeting
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

7. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.

8. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a <u>completed</u> environmental document for the Project, approved by the agency with authority over the federal lands.

9. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D* for items to be included in the bid proposal).

10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in <u>all</u> project expenditures being declared non-participating in federal funds.**

11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Attachment E1*). If property has been acquired for the Project, use Attachment E2* for certification of the right-of-way.

13. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

14. Submit a certification letter (Attachment F*), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

15. Advertise for bids in accordance with federal procedures as shown in Attachment G*. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

16. Forward a copy of all addenda to the Project during the advertisement to the Department.

17. After bids are opened and reviewed, submit a certification (Attachment H*), including all items noted, to the Department and request concurrence in award of the contract.

18. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project**.

19. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

20. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.

21. Perform construction inspection in accordance with Attachment I*.

22. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J*). Requests for reimbursement must be made at least once every three (3) months that construction projects are active in order to avoid being put on the FHWA inactive project list.

23. Attach Report of Daily Work Performed (Attachment K*) for all days that correspond with each CCRR submittal.

24. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L*). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

25. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

26. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

27. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

28. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

29. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

30. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Attachment M*).

31. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.

32. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP award plus the required non-federal match.

33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.

34. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.

35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N*), which is necessary for Project participation.

36. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.

37. Repay all federal funds if this is determined necessary for any reason.

38. Retain total, direct control over the Project throughout the life of the improvements and **not**, **without prior approval from the Department**:
    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project as approved;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

39. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor’s repayment of Federal funds and may result in the withholding of all future Federal-aid funds.

40. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor’s fiscal year. The $500,000 threshold is subject to change after OMB periodic reviews.

41. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.

42. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O*).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Request review from the Arkansas Historic Preservation Program (AHPP).

3. Provide routine environmental documentation for the Project.

4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.

5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

6. Review plans and specifications for project/program eligibility.

7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

9. Review bid tabulations and concur in award of the construction contract for the Project.

10. Participate in the Sponsor's preconstruction and final acceptance meetings.

11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

12. Review and approve any necessary change orders for project/program eligibility.

13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Attachment J*). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L*).

15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, _____.

ARKANSAS DEPARTMENT OF TRANSPORTATION	CITY OF JONESBORO
_____	_____
Lorie H. Tudor, P.E. Director	Harold Copenhaver Mayor
	_____
	Carol Duncan Attorney

***All Attachments referenced in this Agreement are available in digital format on the Department's LPA webpage at: http://old.ardot.gov/LPA. If this link is broken, please contact the Department's Program Management Division at (501) 569-2481.**

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS FOR RECIPIENTS AND SUB-RECIPIENTS CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

CITY OF
JONESBORO

January 15, 2021

Ms. Jessie Jones
Division Engineer – Program Management
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job #101117
Jonesboro Downtown to ASU Connection Ph. 2
Craighead County

Dear Ms. Jones:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Craig Light. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at 870-932-2438 or by email at clight@jonesboro.org.

Sincerely,

Harold Copenhaver
Mayor

Executive Office • Municipal Center • 300 S. Church St. • P.O. Box 1845 • Jonesboro, Arkansas 72403-1845 • (870) 932-1052 • FAX: (870) 933-4619

Attachment N

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

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.

City of Jonesboro
Sponsor:

Signature:

Harold Copenhaver
Name:
(Sponsor's CEO)

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-21:012	**Version:**	1	**Name:**	CERTIFY FOR THE CITY OF JONESBORO FOR THE 2021 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)
Type:	Resolution			**Status:**	Recommended to Council
File created:	1/20/2021			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2021 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)				
Sponsors:	JETS				
Indexes:	Contract				
Code sections:					
Attachments:	1 - JETs FY2021 C&A 1 - JETs Sign page FY2021C&A				

Date	Ver.	Action By	Action	Result
1/26/2021	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2021 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

WHEREAS, the City of Jonesboro receives annual funding from the Federal Transit Administration (FTA) to assist in the operations and capital improvements of the Jonesboro Economical Transportation System (JET) public transit service, and

WHEREAS, the FTA requires the City of Jonesboro to sign the Certifications and Assurances annually, attesting to the fact that the City of Jonesboro complies with all of the regulations set forth in 49 U.S.C. 53 for the operation of JET,

NOW, therefore, be it resolved by the City Council of the City of Jonesboro that:

SECTION 1: The Mayor and City Attorney shall be the authorized signatory for the City of Jonesboro in attesting to the compliance of each section of the FTA Certifications and Assurances for this calendar year.

SECTION 2: The TRANSIT DIRECTOR is hereby authorized to submit and PIN the 2021 Certifications and Assurances to FTA via TrAMS (electronic interface)

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 "Procurement Standards;

(b) Federal laws, regulations, and requirements applicable to FTA procurements; and

(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

(a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

  (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
(b) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(c) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

(a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;

(b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

(c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

  (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

  (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

  (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

  (2) Category 06 (Transit Asset Management Plan),

  (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

  (4) Category 09 (Formula Grants for Rural Areas),

  (5) Category 15 (Alcohol and Controlled Substances Testing), and

  (6) Category 17 (Demand Responsive Service).

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Jonesboro Economical Transportation System

The Applicant certifies to the applicable provisions of categories 01–21. ✓

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Construction Hiring Preferences	_____
20	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
21	Tribal Transit Programs	_____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Jonesboro Economical Transportation System

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Jonesboro Economical Transportation System

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-21:013	**Version:**	1	**Name:**	APPLY FOR 2020 ASSISTANCE TO FIREFIGHTERS GRANT(AFG) PROGRAM FROM THE U.S DEPARTMENT OF HOMELAND SECURITY
Type:	Resolution			**Status:**	Recommended to Council
File created:	1/20/2021			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR 2020 ASSISTANCE TO FIREFIGHTERS GRANT(AFG) PROGRAM FROM THE U.S DEPARTMENT OF HOMELAND SECURITY				
Sponsors:	Grants, Fire Department, Finance				
Indexes:	Grant				
Code sections:					
Attachments:	Fire Admin_20210111_084422				

Date	Ver.	Action By	Action	Result
1/26/2021	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT TO APPLY FOR 2020 ASSISTANCE TO FIREFIGHTERS GRANT(AFG) PROGRAM FROM THE U.S DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the applications are now being accepted for the FY 2020 Assistance to Firefighters grant (AFG); and

WHEREAS, the AFG program is funded at 90% by the U.S. Department of Homeland Security and a 10% local match is required; and

WHEREAS, the Jonesboro Fire Department is seeking funding for $82,000 to purchase twenty-two heavy vehicle extraction kits comprised of critical emergency equipment as well as an Ion Flexvolt handle spreader, handle cutter, and ram, of which $73,800 is federally funded and $8,200 is local match; and

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

SECTION 1: The Jonesboro, Arkansas City Council supports the submission of the 2020 application to the Assistance to Firefighters grant for twenty-two heavy vehicle extraction kits comprised of critical emergency equipment as well as an Ion Flexvolt handle spreader, handle cutter, and ram;

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the application; and

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal grant.

PRECISION RESCUE

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191

AMKUS RESCUE SYSTEMS PARATECH.

Jonesboro Fire Dept
Amkus Quote
12/22/2020

Invoice Date
Invoice #

Item	Serial #	Description	No Item	Price/ Unit	Total
IS320		ION Flexvolt lighted handle 32" spreader w/2 9 amp hr batteries and charger	1		11,200.00
IC750		ION Flexvolt lighted rotating handle cutter w/2 9 amp hr batteries and charger	1		10,200.00
ITR320		ION flexvolt ram w/2 9 amp hr batteries and charger	1		7,600.00
		Tax and freight not included			

Thank you for allowing us to be of service.

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p 815.469.3911/800.435.9358 f 815.469.7748
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eservice@paratech.microsoftonline.com

QUOTATION

DATE	PAGE
12/29/20	1

To: JONESBORO FD
3215 E JOHNSON AVE
(870) 932-2428
mhamrick@jonesboro.org
JONESBORO AR 72405
USA

The prices shown on this quotation are guaranteed for thirty days from the above date. After thirty days it may be necessary to reconfirm pricing.

Customer	Quotation	Sales Rep	Contact
22 99000087	QT8209630	87	MARTIN HAMRICK

Line No	Item Number/Description	U/M	Quantity/Price	Net Quote Amount
	YOUR PARATECH DEALER IS: PRECISION RESCUE (870) 715-2191 YOUR PARATECH REGIONAL SALES MANAGER IS: CHRISTOPHER FRAMSTED (770) 633-2997 cframsted@paratech.us			
	22-88HVEK	EA	1.000	
	HEAVY VEHICLE EXTRICATION KIT		52,641.000	52,641.00
	Consists of:			
	22-000680	EA	1.000	
	HOOLIGAN SPF 30"			
	22-79HA10	EA	2.000	
	HYDRAFUSION STRUT 10			
	22-790020G	EA	2.000	
	HYDRAFUSION PUMP W/ GAUGE			
	22-796C1H	EA	2.000	
	GRADE 100 CHAIN 20 FT (6.09M)			
	22-796P14	EA	4.000	
	DOUBLE HEAD STEEL PICKET			
	22-796V02	EA	1.000	
	VSK V2 CONTROLLER			
	22-796012	EA	2.000	
	STRUT EXTENSION 12			
	22-796024	EA	2.000	
	STRUT EXTENSION 24			
	22-796025	EA	6.000	
	MULTI-BASE			
	22-796035	EA	2.000	
	STRUT CONVERTER			

Prices do not include special packaging, import duties, insurance, freight or special tariffs.
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Total Amount

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Line No	Item Number/Description	U/M	Quantity/Price	Net Quote Amount
	22-796090 V-BASE	EA	4.000	
	22-796161 TIE DOWN KEYS W/ J HOOK	EA	6.000	
	22-796180C HINGED BASE 12 W/ ANCHOR RING	EA	8.000	
	22-796200 ACMETHREAD STRUT 25-36	EA	2.000	
	22-796270 CONTOUR BASE	EA	4.000	
	22-796342 LONGSHORE EXTENSION 235	EA	2.000	
	22-796356 LONGSHORE EXTENSION 435	EA	2.000	
	22-796360 LONGSHORE STRUT 610	EA	2.000	
	22-796376 LONGSHORE EXTENSION 635	EA	2.000	
	22-796720 LONGSHORE STRUT 304	EA	2.000	
	22-796730 LONGSHORE STRUT 406	EA	2.000	
	22-796979 RATCHET LOAD BINDER, CHAIN	EA	2.000	
	22-88C001 COG STEPCHOCK, TURTLE PLASTICS	EA	2.000	
	22-88C002 LOCK BLOCK KIT, TURTLE	EA	2.000	
	22-88C003 DOUBLE WHEEL CHOCK - YELLOW	EA	2.000	
	22-88C004 CARRY BAG 24 X 17 X 16	EA	1.000	
	22-88C005 PYRAMID LOCKING LINCOLN	EA	16.000	

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22 99000087	QT8209630	87	MARTIN HAMRICK

Line No	Item Number/Description	U/M	Quantity/Price	Net Quote Amount
	22-88C006 WEDGE 4 X 4 X 20, BLACK	EA	4.000	
	22-88C007 CRIB TOTER, TURTLE PLASTICS	EA	2.000	
	22-88C008 WEDGE, 3 X 8.5 BLACK	EA	2.000	
	22-88C009 MOD PAD W/LEVEL, 18 X 18 X 1.5	EA	2.000	
	22-88D025 MULTIFORCE - REMOTE PLACEMENT	EA	1.000	
	22-880205 PELICAN CASE 1740	EA	4.000	
	22-880206 INSERT HVEK KIT #1	EA	1.000	
	22-880207 INSERT HVEK KIT #2	EA	1.000	
	22-880208 INSERT HVEK KIT #3	EA	1.000	
	22-880209 INSERT HVEK KIT #4	EA	1.000	
	22-890015 NON-SLIP NEOPRENE PAD 15"	EA	2.000	
	22-890370 SADDLEBAG ONLY	EA	1.000	
	22-890490-150 INLINE RELIEF VALVE 165 PSI	EA	1.000	
	22-890513 HOSE 16' BLACK W/ COUPLINGS	EA	2.000	
	22-890515 HOSE 16' YELLOW W/ COUPLINGS	EA	1.000	
	22-890520 HOSE 32' YELLOW W/ COUPLINGS	EA	1.000	
	22-890521 HOSE 32' RED W/ COUPLINGS	EA	1.000	

Prices do not include special packaging, import duties, insurance, freight or special tariffs.
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Total Amount

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QUOTATION

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Customer	Quotation	Sales Rep	Contact
22 99000087	QT8209630	87	MARTIN HAMRICK

Line No	Item Number/Description	U/M	Quantity/Price	Net Quote Amount
	22-890553 RATCHET BELT 27' WLL 3300 LBS	EA	10.000	
	22-890736 "Y" W/ 2 COUPLINGS & 1 NIPPLE	EA	2.000	
	22-890900G3-150 DUAL DEADMAN 150 ALB CONTR G3	EA	1.000	
	22-895401G2 REGULATOR G2 200 PSI CGA	EA	1.000	

Prices do not include special packaging, import duties, insurance, freight or special tariffs.
When referencing this quotation please, use the quotation number found above.

Total Amount 52,641.00

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-21:014	**Version:**	1	**Name:**	ACCEPT THE 2018 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT
Type:	Resolution			**Status:**	Recommended to Council
File created:	1/20/2021			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO ACCEPT THE 2018 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT				
Sponsors:	Grants, Engineering, Finance				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	NO CONTRACT OR DOCUMENTATION GIVEN				

Date	Ver.	Action By	Action	Result
1/26/2021	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO ACCEPT THE 2018 CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS (CRISI) GRANT

WHEREAS, the City of Jonesboro has been awarded the FY 2018 Consolidated Rail Infrastructure and Safety Improvements grant funded through the Federal Railroad Administration in the amount of $2,335,400; and,

WHEREAS, the City of Jonesboro accepts the grant for improvements to the Jonesboro Industrial Lead Rail including the relocation of the Post Foods switch and the construction of two double-ended rail sidings adjacent to the existing tracks.

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

SECTION 1: The Jonesboro City Council accepts the 2018 award from the Federal Railroad Administration for the 2018 Consolidated Rail Infrastructure and Safety Improvements grant.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the grant agreement.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal program.

NO CONTRACT OR DOCUMENTATION GIVEN BY THE GRANTS DEPARTMENT

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:248	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Recommended to Council
File created:	12/22/2020			**In control:**	Finance & Administration Council Committee
On agenda:	2/2/2021			**Final action:**	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 700 CATE, PARCELS 01-144184-29500 & 01-144184-29600, JONESBORO, ARKANSAS 72401, OWNED BY ROSSE FAMILY TRUST				
Sponsors:	Code Enforcement, Mayor's Office				
Indexes:					
Code sections:					
Attachments:	Affidavit of Statutory Lien -700 Cate 700 Cate				

Date	Ver.	Action By	Action	Result
12/29/2020	1	Finance & Administration Council Committee	Recommended to Council	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 700 CATE, PARCELS 01-144184-29500 & 01-144184-29600, JONESBORO, ARKANSAS 72401, OWNED BY ROSSE FAMILY TRUST

LEGAL DESCRIPTION: Lots 5-6, 7-8-PT 9, Block 1 of Morse's Addition to Jonesboro, AR

WHEREAS, Rosse Family Trust, the owner of record, was properly notified of a code violation at 700 Cate, Jonesboro, AR 72401; and,

WHEREAS, RES-15:057 provided for the condemnation of the property on August 26, 2015, and went through a lengthy appeals process through the court system; and,

WHEREAS, the Circuit Court dismissed the suit and upheld the condemnation on August 14, 2018; and,

WHEREAS, due to the owner's failure to abide by the condemnation order and with agreements made through the court system within the required time after the appeal was dismissed, the City took corrective actions as was necessary to remove or correct the conditions identified by the City's Code Enforcement Officer; and,

WHEREAS, the demolition of the structure was completed on October 25, 2020 using city funds in the amount of $124,836.50; and,

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

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

1. The city should proceed with placing a lien on the property located at 700 Cate, Jonesboro, AR

72401.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

AFFIDAVIT OF STATUTORY LIEN

I, Michael Tyner, being duly sworn, depose and say as follows:

1. My name is Michael Tyner. I am the Director of Code Enforcement for Jonesboro, Arkansas ("the City"), and as such I am authorized to make this Affidavit of Statutory Lien.

2. On **November 4, 2020,** an invoice was mailed to **Rosse Family Trust c/o Karen Siegel**, at **623 Cate, Jonesboro, AR 72401**. The structure was condemned by The City Council, RES-15:057, on August 26, 2015, and went through a lengthy appeals process through the court system. Due to the Owner's failure to abide by the condemnation order and with agreements made through the court system, the City took corrective action as was necessary, or the City caused as much of the work as was left undone by the Owner at the expiration of the time allowed. Demolition of the structure was completed on October 25, 2020. An itemized account of this indebtedness is as follows:

DATE OF SERVICE	TYPE OF WORK	ORDINANCE NUMBER	COST
10/29/2020	Asbestos Abatement & Building Demolition	3115	$124,836.50

3. The above statement of cost is true and correct and the amount of indebtedness is now due the City for cost and expenses incurred on the following described real property located in Jonesboro, Craighead County, Arkansas:

ADDRESS OF PROPERTY & LEGAL DESCRIPTION
Address: 700 Cate, Jonesboro, AR 72401
Legal Description: Lots 5,6,7,8, and 9, Block 1, Morse's Addition to the City of Jonesboro, Arkansas.
Parcel Numbers: 01-144184-29500 & 01-144184-29600

4. The City has made demand for payment and given the debtor notice of the City's intent to file this lien and the debtor has failed to make payment. No part of the debt has been paid and the City of

Jonesboro claims a lien on this real property, pursuant to Ark. Code Ann. § 14-54-903(b) in the amount of **$124,836.50** to secure this indebtedness.

5. Payment must be made to the City Collector's Office, 300 South Church Street, 1st Floor, Jonesboro, Arkansas 72401, within (30) days of this notification. If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

FURTHER AFFIANT SAYETH NOT.

_____

Michael Tyner
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to or affirmed before me this _____ day of _____, 20_____.

_____

Notary Public

My Commission Expires:

_____

ELECTRONICALLY FILED
Craighead County Circuit Court in Jonesboro
Candace Edwards, Craighead Circuit Clerk
2018-Aug-15 13:43:47
16JCV-17-509
C02D08 : 1 Page

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
JONESBORO DIVISION

SAMUEL ROSSE, III — PLAINTIFF

V. — 16JCV-17-509

CITY OF JONESBORO — DEFENDANT

ORDER FOR NON-SUIT WITH PREJUDICE

Pursuant to Rule 41 of Arkansas Civil Procedure, on this day comes before the Court Plaintiff's Motion to non-suit this matter.

1. The Motion to non-suit with prejudice is hereby granted.
2. In consideration of the dismissal, the City of Jonesboro will not begin demolition on the Ice House Structure until at least 90 days from the entry of this Order.
3. This matter is hereby dismissed under the terms herein.

IT IS SO OREDERED this 14th day of AUGUST 2018.

Honorable John N. Fogleman
Circuit Court Judge

Prepared by:

/s/ Charles D. Hancock
Charles D. Hancock, 2001022
Hancock Law Firm
501.372.6400
hancock@hancocklawfirm.com

Approved as to form and content:

Jessica Thomason
Assistant City Attorney

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403
870-933-4658

October 27, 2020

RE: 700 Cate condemnation demolition.

Please close out PO# 47576 and pay out the balance, $73,500.00, to the contractor:

Goolsby General Contractors, Inc.
3002 West Main St.
Blytheville, AR 72315

The demolition of the Home Ice Plant, located at 700 Cate, Jonesboro, AR 72401, has been completed.

Thank you,

Michael Tyner
Jonesboro Code Enforcement
Office (870)-933-4658
Cell (870) 203-1707

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403
870-933-4658

AFFIDAVIT

Rosse Family Trust
c/o Karen Siegel
623 Cate St.
Jonesboro, AR 72401

RE: 700 Cate, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 4 day of November, 2020.

Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 4 day of November, 2020.

Tosha Moss
Notary Public

TOSHA MOSS
MY COMMISSION # 12397080
EXPIRES: January 17, 2024
Craighead County

My commission expires: Jan. 17, 2024

DATE	INVOICE NO
10/29/2020	0064294

BILL TO
Rosse Family Trust c/o Karen Siegel 623 Cate St Jonesboro, AR 72401

DUE DATE
10/31/2020

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Building Demolition - 700 Cate St	1.00	73,500.00	73,500.00	0.00	0.00	73,500.00
Asbestos Abatement - 700 Cate St	1.00	51,336.50	51,336.50	0.00	0.00	51,336.50
		INVOICE TOTAL:	**124,836.50**	**0.00**	**0.00**	**124,836.50**

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

Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

DUE DATE	INVOICE NO
10/31/2020	0064294

Customer Name: Rosse Family Trust c/o Karen Siegel
Customer No: 017771
Account No: 0034552 - Mowing fees- 700 Cate #01-144184-29

Please remit payment by the due date to:

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

Invoice Total:	124,836.50
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	124,836.50
INVOICE BALANCE:	**$124,836.50**
AMOUNT PAID:	

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

FOREVER / USA

Rosse Family Trust
c/o Karen Siegel
623 Cate
Jonesboro, AR 72401

7019 2970 0000 2927 4155

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

Sent To
Rosie Family Trust

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

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

NOV 04 2020

Postmark Here

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

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-21:015	**Version:**	1	**Name:**	ABANDONING AND VACATING A UTILITY EASEMENT ON LOT 1, RED WOLF CORNER REPLAT AS REQUESTED BY ERVING RIDGE CONSULTING & DEVELOPMENT, LLC
Type:	Resolution			**Status:**	To Be Introduced
File created:	1/20/2021			**In control:**	City Council
On agenda:	2/2/2021			**Final action:**	
Title:	A RESOLUTION TO SET A PUBLIC HEARING REGARDING ABANDONING AND VACATING A UTILITY EASEMENT IN LOT 1, RED WOLF CORNER REPLAT AS REQUESTED BY ERVING RIDGE CONSULTING & DEVELOPMENT, LLC				
Sponsors:					
Indexes:	Abandonment, Easement				
Code sections:					
Attachments:	Petitions Plat Engineering and Planning Letter Utility Letters CWL Quitclaim Deed				

Date	Ver.	Action By	Action	Result

A RESOLUTION TO SET A PUBLIC HEARING REGARDING ABANDONING AND VACATING A UTILITY EASEMENT IN LOT 1, RED WOLF CORNER REPLAT AS REQUESTED BY ERVING RIDGE CONSULTING & DEVELOPMENT, LLC

WHEREAS, Erving Ridge Consulting & Development, LLC, has filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City vacate a utility easement in:

LOT 1, RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 4 EAST. BEING MORE PARTICULARLY DESRCIBED AS FOLLOWS: THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE REDWOLF CORNER REPLAT, CONTAINING 0.07 ACRES

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate a utility easement, and that this matter will be heard before the City Council on , at o'clock, p.m. at the Municipal Building, Jonesboro, Arkansas.

Dated this day of , 2021.

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN:

LOT 1, RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 4 EAST. BEING MORE PARTICULARLY DESRCIBED AS FOLLOWS: THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE REDWOLF CORNER REPLAT, CONTAINING 0.07 ACRES.

We, the undersigned, being the owner(s) of property adjoining the following described property:

LOT 1, RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 4 EAST. BEING MORE PARTICULARLY DESRCIBED AS FOLLOWS: THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE REDWOLF CORNER REPLAT, CONTAINING 0.07 ACRES.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the easement described above closed and abandoned.

Dated this 30 day of DEC, 20 20.

PROPERTY OWNER, NAME AND ADDRESS

Northeast Border, LLC
915 Enterprise Dr.
Jonesboro, AR 72401

Stephen E. G 12/30/20
Signature Date

Signature Date

Subscribed and sworn to before me this 30th day of December, 2020.

BECKY ROSE
NOTARY PUBLIC, STATE OF ARKANSAS
QUALIFIED IN CRAIGHEAD COUNTY
COMMISSION EXPIRES JULY 7, 2022
COMMISSION NO. 12388196

Becky Rose
Notary

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN:

LOT 1, RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 4 EAST. BEING MORE PARTICULARLY DESRCIBED AS FOLLOWS: THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE REDWOLF CORNER REPLAT, CONTAINING 0.07 ACRES.

We, the undersigned, being the owner(s) of property adjoining the following described property:

LOT 1, RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 4 EAST. BEING MORE PARTICULARLY DESRCIBED AS FOLLOWS: THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE REDWOLF CORNER REPLAT, CONTAINING 0.07 ACRES.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the easement described above closed and abandoned.

Dated this _____ day of _____, 20___.

PROPERTY OWNER, NAME AND ADDRESS

Ben Ford Insurance Agency, Inc.
2300 Redwolf Blvd
Jonesboro, AR 72401

Signature 01/12/21 Date

Signature 01/12/21 Date

Subscribed and sworn to before me this 12th day of JANUARY, 2021.

BENJAMIN P. FORD
Notary

Expiration Date: 11/15/23

BENJAMIN P. FORD
#12396322
NOTARY PUBLIC
MY COM. EXP: 11/15/23
CRAIGHEAD COUNTY, ARKANSAS

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE A UTILITY EASEMENT IN LOT 1 RED WOLF CORNER REPLAT OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 4 EAST

We, the undersigned, being the owner(s) of property adjoining the following described property:

LEGAL DESCRIPTION – EASEMENT ABANDONMENT:
THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE RED WOLF CORNER REPLAT

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the right-of-way and drainage easements described above closed and abandoned.

Dated this 4th day of November 2019.

PROPERTY OWNER, NAME AND ADDRESS
Erving Ridge Consulting & Development, LLC
306 Shadow Ridge Way
Cave Springs, AR 72718

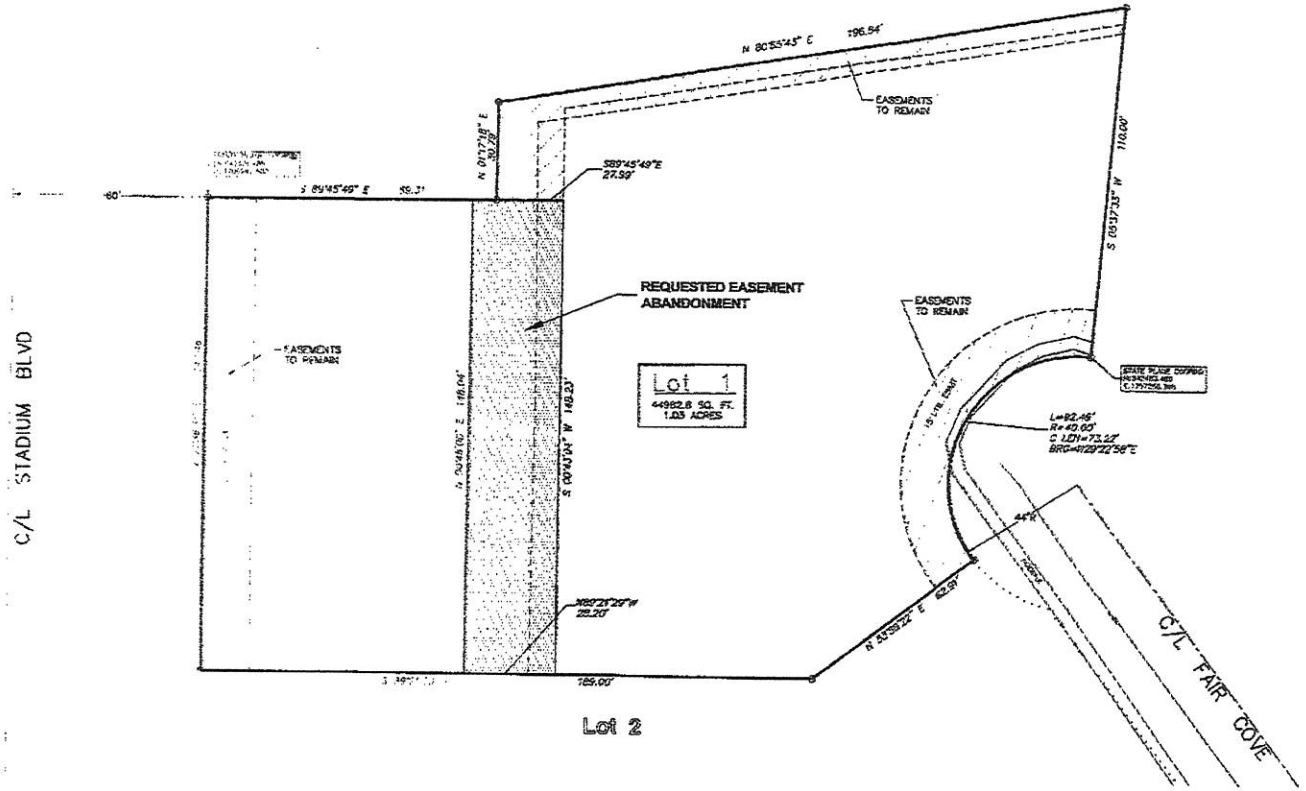
Lane H Bennett 11-4-2019
Signature Date

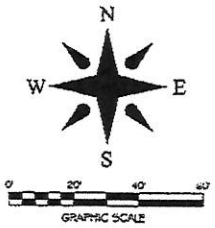
Subscribed and sworn to before me this 4th day of November, 2019.

Melinda R Davis
Notary

Expiration Date August 9, 2023

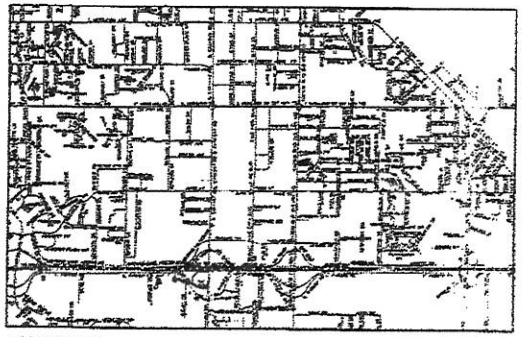
MELINDA R. DAVIS
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires August 9, 2023
Commission No. 12395182





NOTES:

1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 77,000'.
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND OUR OWN RESEARCH AT THE COURTHOUSE.
4) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05011C0132 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
5) CURRENT EXISTING BUILDINGS NOT SHOWN.



VICINITY MAP

Scale: 1"=2000 ft.

ENGINEERS	PLANNERS	SURVEYORS	Date	Scale	Job No.	Sheet No.
			09-27-19	1"=20'	114098	

Vaughan Tomashek Bunch

EASEMENTS TO BE ABANDONED

LOT 1 PER WOLF COMPUTER PLAT

JOB

SHEET

1

November 4, 2019

Civilogic
Attn: George Hamman
203 Southwest Drive
Jonesboro, AR 72401

RE: Abandonment of Easement
Lot 1 Red Wolf Corner Replat – File Number: 114098

Dear Mr. Hamman:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the easement as shown on the attached copy of a copy of a plat indicating the location of existing easements that should be retained, as well as an easement that should be abandoned.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Derrel Smith

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

Civilogic

203 Southwest Drive
Jonesboro, AR 72401
e-mail: *george@civilogic.net*

Phone (870) 932-7880
Fax (870) 972-9662

October 11, 2019

Mr. Michael Morris, PE
City of Jonesboro Engineering Department
PO Box 1845
Jonesboro, AR 72401

RE: Lot 1 Red Wolf Corner Replat
Requested Easement Abandonment
Our File Number: 114098

Dear Mr. Morris:

Enclosed is a copy of a plat indicating the location of existing easements that should be retained, as well as an easement that should be abandoned.

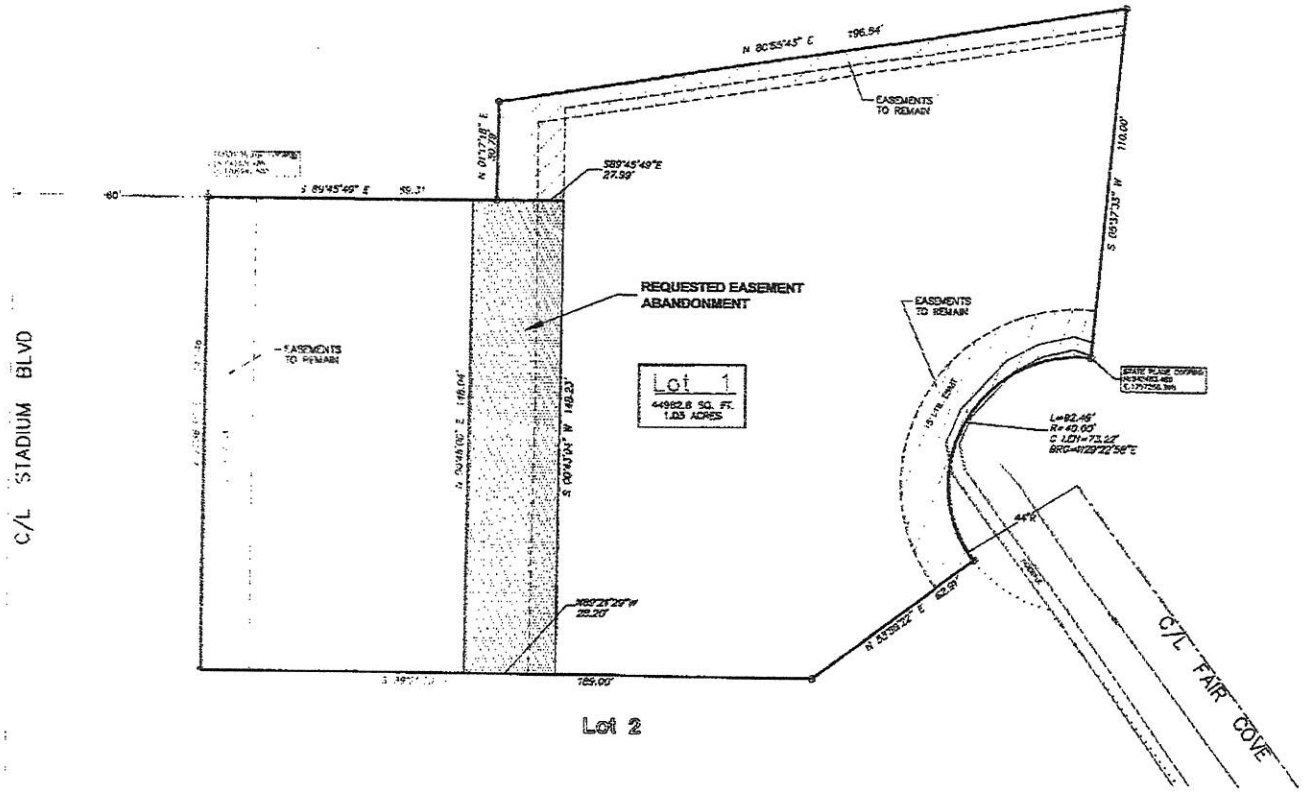
We are writing today to request written concurrence from your agency. Said concurrence is an essential part of the information required by the City Council of Jonesboro for formal consideration of the proposed abandonment.

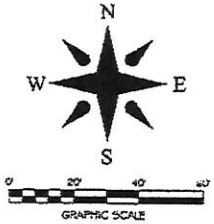
Thank you for your time and attention. If we may be of further service, please do not hesitate to contact us at your convenience at the contacts shown above.

Respectfully,
Civilogic

George Hamman, PE, PS, President

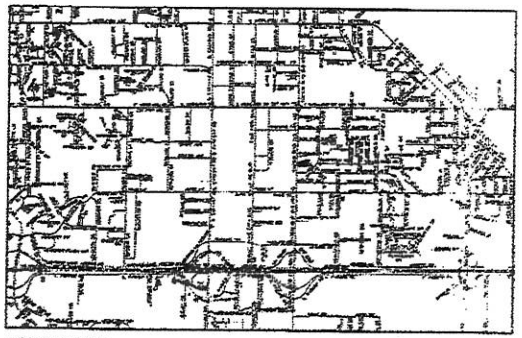
Enclosure: Retained Easements and Easements to be Abandoned





NOTES:

1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 77,000'.
3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND OUR OWN RESEARCH AT THE COURTHOUSE.
4) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 0501100132 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
5) CURRENT EXISTING BUILDINGS NOT SHOWN.



VICINITY MAP

Scale: 1"=2000 ft.

EASEMENTS TO BE ABANDONED
LOT 1 DEB WOLF CORNER PER AT

ENGINEERS | PLANNERS | SURVEYORS

Date	Scale	Job No.	Sheet No.
09-27-19	1"=20'	114098	1
Technical Consultant	Surveyor	Drawn by	

JOB
SHEET
1

Ritter Communications Inc
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

I have been notified of the petition to vacate the following described as follows:
Lot 1, Red Wolf Corner Replat

UTILITY COMPANY COMMENTS:

- [X] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided the following described easements are retained.
- [ ] Objects to the vacation(s) described above, reason described below:

_____

_____

Alice Martin, Eng Sup

Alice Martin Engineering Supervisor
Ritter Communications Inc
alice.martin@rittercommunications.com
870-243-5681 Cell

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 03, 2020

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

Dear Ms. Pruett,

Please see page 2 of this document for approval of abandonment of easement in question, Re: Lot 1 Red Wolf Corner Replat in The City of Jonesboro, Arkansas recorded in the Circuit Clerk's office of Craighead County, in the Craighead County Courthouse located in Jonesboro, 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 to be completed by Stonebridge Construction 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:

Re: Lot 1 Red Wolf Corner Replat in The City of Jonesboro, Arkansas recorded in the Circuit Clerk's office of Craighead County, in the Craighead County Courthouse located in Jonesboro, 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 03, 2020

altice

06/08/2020

Mr. George Hamman
Civilogic Solutions Inc.
203 Southwest Dr.
Jonesboro, AR 72401

RE: Easement Abandonment – Lot 1 Red Wolf Blvd, Jonesboro, AR 72401
Legal Description: *"THE EAST 28.5 FEET OF THE WEST 110 FEET OF LOT 1 OF THE RED WOLF CORNER REPLAT."*

Dear Mr. Hamman:

After reviewing your request of the Easement Abandonment in Jonesboro, AR, Altice USA d/b/a Suddenlink Communications has verified there is not active CATV facilities in this easement.

Given the verification stated above, Altice USA has no objection with the requested Easement Abandonment.

Yours truly,

Glenn Cisek
Director, Contracts

Altice USA
1111 Stewart Avenue
Bethpage, NY 11714
alticeusa.com

CenterPoint Energy

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: 6/2/2020

Requested Abandonment: One hundred Forty-Eight-feet (148') Utility Easement Abandonment

Legal Description:

Abandon the utility easement located between 2300 Fair Cove and Red Wolf Blvd. The easement lies within Jonesboro, Craighead County, Arkansas. The location of the easement abandonment in Lot 1 off Red Wolf Blvd. is shown in the attached Plat.

UTILITY COMPANY COMMENTS:

- [ ] No objections to the abandonment(s) described above.
- [x] 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.

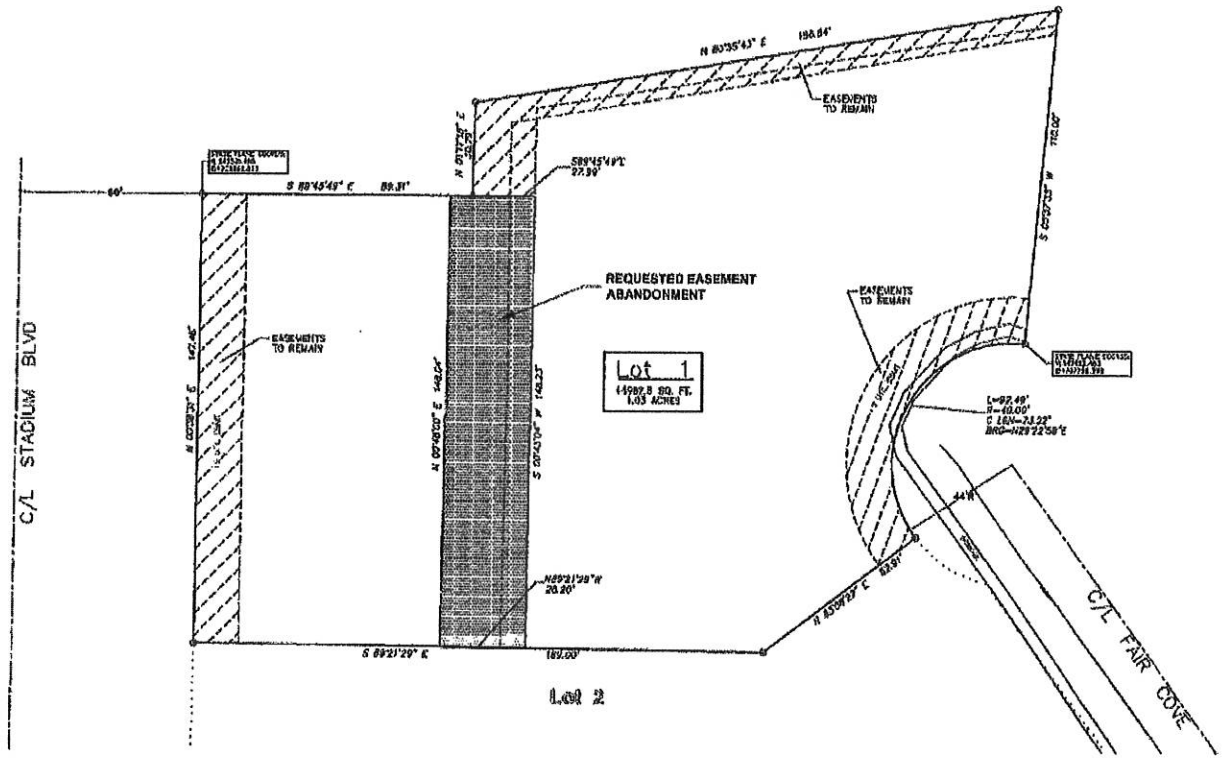
Described reasons for objection or easements to be retained.

Signature of Utility Company Representative

Associate Engineer
Title

CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

Exhibit A



2019R-020114
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY. ARKANSAS
CANDACE EDWARDS. CLERK & RECORDER
09/30/2019 03:13:47 PM
FEE: 25.00
PAGES: 3
TRAMAINE MCDONALD

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 aforedescribed officer of Grantor this 30th day of September, 2019.

8007993 0
Tx:40049518

CITY WATER & LIGHT PLANT
OF THE CITY OF JONESBORO, ARKANSAS

By: _____
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 30th day of September, 2019.

_____
Notary Public

My Commission Expires:
3-2-2025.

MARGARET ANN NORRIS
Notary Public-Arkansas
Craighead County
My Commission Expires 03-02-2025
Commission # 12403433

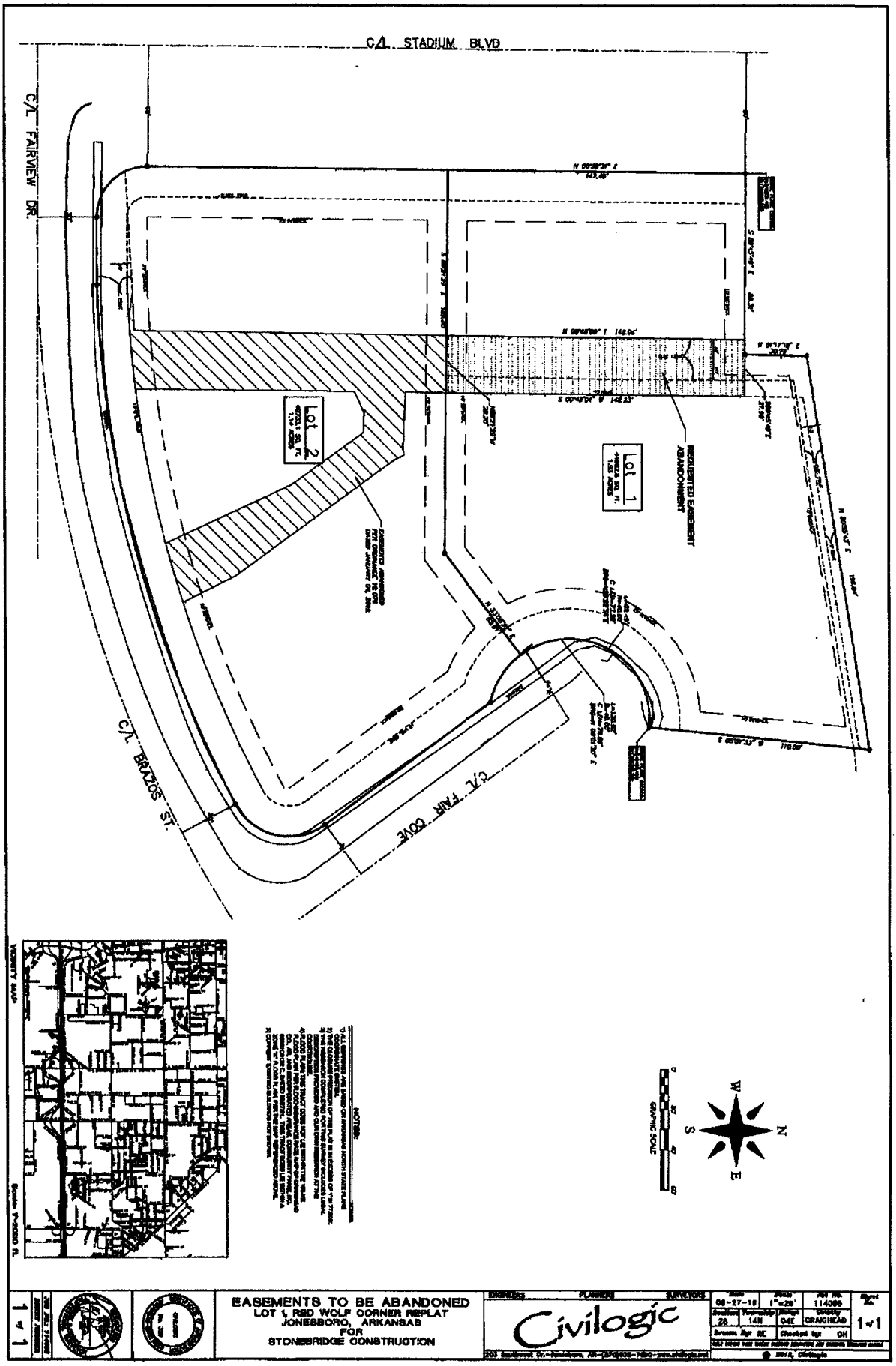
AMOUNT OF TAX $ 0
I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid ~~if none~~ shown.

_____
Grantee or Agent

Grantee's Address: 2316 Red Wolf Blvd
_____

G:\USERS\RWW\CWL\Form for Abandonment-Reliquishment of Easement.wpd

EXHIBIT "A"


C/L STADIUM BLVD
C/L FAIRVIEW DR.
C/L BRAZOS ST.
C/L FAIR DRIVE
Lot 1
Lot 2
REQUESTED EASEMENT ABANDONMENT
VICINITY MAP
GRAPHIC SCALE
N
S
E
W
EASEMENTS TO BE ABANDONED
LOT 1, RED WOLF CORNER REPLAT
JONESBORO, ARKANSAS
FOR
STONEBRIDGE CONSTRUCTION
Civilogic
06-27-18
1"=20'
114066
CRAIGHEAD
1 of 1

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-21:002	**Version:**	1	**Name:**	PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
Type:	Ordinance			**Status:**	First Reading
File created:	1/13/2021			**In control:**	Public Safety Council Committee
On agenda:				**Final action:**	
Title:	AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE				
Sponsors:	Engineering, Mayor's Office				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
1/19/2021	1	Public Safety Council Committee		

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS to make the following changes as recommended by the Traffic Control Committee:

Section 1: ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS: Sundown Lane, Hudson Drive, Curtview Drive, Creekwood Addition (all current and future phases), and Windsor Landing (all current and future phases).

Section 2: ESTABLISH 30 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS: Duncan Road.

Section 3: INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS: Commerce Square at C.W. Post Road, Medical Drive at Bridger Road, Traverse Lane at Hargis Drive, Whitecliff Drive at Clinton School Road, Plymouth Street at Whitecliff Drive, Plymouth Street at Spencer Drive, Spencer Drive at Clinton School Road, and Brianna Cove at Brianna Lane.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-21:003	**Version:**	1	**Name:**	DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR TRUCK BODY WORK ON A WRECKED STREET DEPARTMENT GRAVEL TRUCK, AND DECLARING AN EMERGENCY
Type:	Ordinance			**Status:**	First Reading
File created:	1/19/2021			**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 TRUCK BODY WORK ON A WRECKED STREET DEPARTMENT GRAVEL TRUCK, AND DECLARING AN EMERGENCY				
Sponsors:	Streets, Finance				
Indexes:	Waive competitve bidding				
Code sections:					
Attachments:	AML estimate on gravel truck				

Date	Ver.	Action By	Action	Result
1/26/2021	1	Finance & Administration Council Committee		

AN ORDINANCE DECLARING AN EXCEPTIONAL SITUATION AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR TRUCK BODY WORK ON A WRECKED STREET DEPARTMENT GRAVEL TRUCK, AND DECLARING AN EMERGENCY

WHEREAS, the Street Department's 2014 Mack 14 yard gravel truck was damaged in an accident on November 13, 2020; and,

WHEREAS, the City's insurance company (Arkansas Municipal League Vehicle Program) appraiser handled the transactions to their rules and regulations; and,

WHEREAS, the City has contacted "The Body Shop" for an estimate, and they and the city's insurance company has agreed on the work to be done for $70,468.88; and,

WHEREAS, the city's insurance company has already paid the City $69,468.88 on January 14, 2021, which represents the repair cost less $1,000 deductible; and,

WHEREAS, The Body Shop is the local company chosen by the adjuster that has the capability and expertise in the repair of this type of equipment, and has the ability to complete the work in a timely manner.

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

Section 1: An exceptional situation as described above exists so that competitive bidding requirements are hereby waived.

Section 2: Said expense will be paid from the insurance recovery monies which was paid by Arkansas

Municipal League Vehicle Program to fund the repairs plus the deductible.

Section 3: The City Council further finds and declares that an emergency exists due to public safety concerns as the damaged equipment needs to be operational quickly, and this Ordinance being necessary for the repairs shall take effect and be in full force and effect from and after its passage and approval.

Date: 12/31/2020 07:22 PM
Estimate ID: EA-02797
Estimate Version: 0
Preliminary
Profile ID: * Jonesboro Area

Arkansas Municipal League

Vehicle Program P.O. Box 38, North Little Rock, AR 72115

Damage Assessed By: Keith Selby

Supplements To: Keith Selby (keith@eclipseappraisal.com)or Call (870) 273-6497

Classification: Field

Condition Code: Good
Date of Loss: 11/13/2020
Payer: Insurance
File Number: EA-02797
Claim Number: 20-00990-001

Type of Loss: Collision
Deductible: 1,000.00

Insured: City of Jonesboro
Owner: City of Jonesboro
Address: PO Box 1845, Jonesboro, AR 72403
Telephone: Home Phone: (870) 932-0740

Mitchell Service: 911000

Description: 14 GU713 Mack Granite
VIN: 1M2AX09C2EM019676
Mileage: 78,000
OEM/ALT: A
Parts Profile: Jonesboro Area
Parts Profile Version: 2
Color: White

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	REMOVE/REPLACE	Headlamp Assembly, Lft	New	259.52 *	0.0*
2	900500	BDY *	REMOVE/REPLACE	Hood Shell	New	3,937.56 *	9.0*
3		REF	REFINISH/REPAIR	Hood Shell			8.0*
4	900500	BDY *	REMOVE/REPLACE	Front Fender Flare, Lft	New	241.01 *	1.4*
5	900500	BDY *	REMOVE/REPLACE	Left Lower Step	New	119.93 *	0.2*
6	900500	BDY *	REMOVE/REPLACE	Cab Shell	Qual Recycled Part	10,000.00 *	50.0*
7				Includes R & I Complete Interior			
8		REF	REFINISH/REPAIR	Cab Shell			18.5*
9	900500	BDY *	REMOVE/REPLACE	Door Mirror Assembly, Lft	New	695.62 *	0.8*
10	900500	BDY *	REMOVE/REPLACE	Left Rear Outer Wheel, Front Axle	Sublet	245.00 *	0.0*
11	900500	BDY *	REMOVE/REPLACE	Left Rear Outer Wheel, Rear Axle	Sublet	245.00 *	0.0*
12	900500	BDY *	REPAIR	Left Bedside	Existing		10.0*
13		REF	REFINISH/REPAIR	Left Bedside			8.0*
14	900500	BDY *	REMOVE/REPLACE	Tarp Pivot, Lft	New	145.00 *	2.0*
15	900500	BDY *	REPAIR	Left Fuel Tank	Existing		2.5*
16	900500	BDY *	REMOVE/REPLACE	Antifreeze	New	126.00 *	0.0*
17	931061	MCH *	ADD'L LABOR OP	Evacuate & Recharge	Existing		1.4*
18	936018		ADD'L COST	R134A Freon & Oil		40.00 *	
19	900500	MCH *	ADD'L LABOR OP	Alm Headlamps	Existing		0.5*
20	900500	MCH *	REMOVE/REPLACE	Engine Assembly	Sublet	36,214.64 *	0.0*
21				Sublet to Tri-State Truck Center			
22				Engine ran for an extended period of time laying			

ESTIMATE RECALL NUMBER: 12/31/2020 18:44:02 EA-02797
Mitchell Data Version: OEM: DEC_20_V
Alternate Parts: 12/31/2020 18:54:59
Copyright (C) 1994 - 2020 Mitchell International
All Rights Reserved
Software Version: 7.1.239

23				on its side and caused extensive internal damage.				
24				Extensive search for an lkq engine with 78k or				
25				less miles was unsuccessfull				
26	900500	BDY *	REMOVE/REPLACE	Top off Trans & Hydraulic Fluids	New	200.00 *	0.0*
27	AUTO		ADD'L COST	Paint/Materials		1,562.50 *	
28	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

* - Judgment Item

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	75.9	75.00	0.00	0.00	5,692.50	T
Refinish	34.5	75.00	0.00	0.00	2,587.50	T
Mechanical	1.9	75.00	0.00	0.00	142.50	T
Taxable Labor					8,422.50	
Labor Tax			@	8.500 %	715.91	
Labor Summary	112.3				9,138.41	

II. Part Replacement Summary			Amount
Taxable Parts			52,428.28
Parts Adjustments			2,500.00
Sales Tax	@	8.500%	4,668.90
Total Replacement Parts Amount			59,597.18

III. Additional Costs			Amount
Taxable Costs			1,597.50
Sales Tax	*@*	*8.500%*	*135.79*
Total Additional Costs			1,733.29

IV. Adjustments	Amount
Insurance Deductible	1,000.00-
Customer Responsibility	1,000.00-

Paint Material Method: Rates
Init Rate = 45.00 , Init Max Hours = 99.9, Addl Rate = 0.00

I.	Total Labor:	9,138.41
II.	Total Replacement Parts:	59,597.18
III.	Total Additional Costs:	1,733.29
	Gross Total:	70,468.88
IV.	Total Adjustments:	1,000.00-
	Net Total:	69,468.88

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
13 Rollover (P)

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Insurance Co: AR Municipal League
Address: P.O. Box 38
North Little Rock, AR 72115
Telephone: (501) 978-6123

Body Shop: The Body Shop Auto & Heavy Truck Repair, LLC
Address: 224 Harry Dr
Bono, AR 72416
Telephone: (870) 934-1633
Fax Phone: (870) 934-1634

DISCLAIMER: This estimate has been prepared by an independent appraisal service. Receipt of this estimate copy from the appraisal service is not an authorization for repairs or a guarantee of payment.

ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BEFORE REPAIRS BEGIN OR PARTS ARE ORDERED All supplements will require all parts invoices for the entire repair. Failure to obtain approval may result in the denial of the payment for any and all supplemental repairs.

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City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-21:005	**Version:**	1	**Name:**	TRANSFER OF LOCATION OF A PRIVATE CLUB PERMIT FOR NORTH HILLS SOCIAL CLUB
Type:	Ordinance			**Status:**	First Reading
File created:	1/21/2021			**In control:**	City Council
On agenda:	2/2/2021			**Final action:**	
Title:	AN ORDINANCE FOR THE TRANSFER OF LOCATION OF A PRIVATE CLUB PERMIT FOR NORTH HILLS SOCIAL CLUB				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application				

Date	Ver.	Action By	Action	Result

AN ORDINANCE FOR THE TRANSFER OF LOCATION OF A PRIVATE CLUB PERMIT FOR NORTH HILLS SOCIAL CLUB

WHEREAS, North Hills Social Club, d/b/a Porch Thirty Social Club, holds a private club permit with its location being 1900 Aggie Road, Jonesboro, Arkansas 72401; and

WHEREAS, North Hills Social Club, d/b/a Porch Thirty Social Club, desires to transfer its business location to 401 West Huntington, Jonesboro, Arkansas 72401; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

North Hills Social club, d/b/a Porch Thirty Social Club's application for transfer of location of private club permit is approved, and North Hills Social Club, d/b/a Porch Thirty Social Club shall be and is entitled to relocate its business as a private club to 401 West Huntington, Jonesboro, Arkansas 72401.

City of Jonesboro
Private Club Review and Conditions Form

Date 1-8-21 Non-Profit Corp. North Hills Social Club

Address 401 W. Huntington

Applicant on Behalf of Club Brian M. Nobles

Home Address 1300 Schwell E-6 Jonesboro, AR

Business Name Porch Thirty Social Club

Business Address 401 W. Huntington Ave

City of Jonesboro official use below this: N/A Lucine Trumbo

Police Department: Copy of membership list Yes _____ No X

Has any member been convicted of a felony? Yes _____ No X

If yes, How many years since conviction? _____

Has Non-Profit complied with City of Jonesboro laws? Yes X No ____

Comments: Membership has been previously submitted

Approve? Yes X No _____ Signature Chief of Police R. Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel _____

Hours of Operation? _____

Copy of menu for food service? Yes _____ No _____

Zoning DUDC

Approve? Yes ✓ No _____ Signature Planning Director [signature]

City Clerk:

Date received 01-19-2021

Date entered in Legistar 01-21-2021

City Council Action

Approve _____ Deny _____

APPLICATION FOR TRANSFER OF LOCATION OF PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION

On file at Arkansas Secretary of State's Office

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

2. Application fee is $50 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

We hereby make an application to transfer our permit to serve alcoholic beverages to another premises within the city of Jonesboro.

NORTH HILLS SOCIAL CLUB
Non-Profit Corporation

02490-02
PERMIT #

APPLICANT ON BEHALF OF CLUB

BRIAN MacKENZIE NOBLES
First Middle Last

HOME ADDRESS

1300 S. CHURCH E6 JONESBORO 72401 CRAIGHEAD
Street City Zip County

BUSINESS NAME

PORCH THIRTY SOCIAL CLUB

BUSINESS ADDRESS

401 W. HUNTINGTON AVE. JONESBORO 72401 CRAIGHEAD
Street City Zip County

Does the club own the premises? NO If leased, give name and address of owner:

INNOVATIVE INVESTMENTS LLC. 401 W. HUNTINGTON AVE. JONESBORO, AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

YES

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location? NO If so, give name, address and permit no(s).

I certify the following (check any which are applicable):

✓ No private club permit exists at the proposed location.

✓ Existing permit for this location will be surrendered for cancellation upon the issuance of new permit.

Existing permit has been previously surrendered.

I, BRIAN NOBLES, do hereby acknowledge that all answers submitted are true and correct to the best of my knowledge.

Signed this 6 day of JANUARY, 2021.

Signature of Applicant/Managing Agent

MANAGING AGENT / PERMIT HOLDER
Official Title

Subscribed and sworn to before me this 6th day of January, 2021.

Notary Public

My Commission Expires: _____:

STATE OF ARKANSAS NOTARY PUBLIC
HARRY TRUMAN MOORE
MY COMMISSION # 12381988
EXPIRES: June 1, 2021
Greene County

OPTION TO SUB-LEASE

Mat's Porch Thirty, LLC, does hereby grant to North Hills Social Club, d/b/a Porch Thirty Social Club, the option to sub-lease the following described lands located in Craighead County, Arkansas, to wit:

Real estate located at 401 & 411 West Huntington, Jonesboro, Arkansas, 72401,

This option is contingent upon the Arkansas Alcoholic Beverage Control Division's approval of the application of Brian MacKenzie Nobles, on behalf of North Hills Social Club, d/b/a Porch Thirty Social Club, for the relocation of a private club permit to the location above described.

DATED this ____ day of January, 2021

Mat's Porch Thirty, LLC, Lessee
And Sub-Lessor

By:_____
Mat Clark, Member

NORTH HILLS SOCIAL CLUB
D/B/A PORCH THIRTY SOCIAL CLUB

By:_____
Brian Nobles, President

APPROVED:

Innovative Investments, LLC, Lessor

By_____
Mat Clark, Member

OPTION TO SUB-LEASE

Mat's Porch Thirty, LLC, does hereby grant to North Hills Social Club, d/b/a Porch Thirty Social Club, the option to sub-lease the following described lands located in Craighead County, Arkansas, to wit:

Real estate located at 401 & 411 West Huntington, Jonesboro, Arkansas, 72401,

This option is contingent upon the Arkansas Alcoholic Beverage Control Division's approval of the application of Brian MacKenzie Nobles, on behalf of North Hills Social Club, d/b/a Porch Thirty Social Club, for the relocation of a private club permit to the location above described.

DATED this ____ day of January, 2021

Mat's Porch Thirty, LLC, Lessee
And Sub-Lessor

By:_____
Mat Clark, Member

NORTH HILLS SOCIAL CLUB
D/B/A PORCH THIRTY SOCIAL CLUB

By:_____
Brian Nobles, President

APPROVED:

Innovative Investments, LLC, Lessor

By_____
Mat Clark, Member

Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	NORTH HILLS SOCIAL CLUB
Fictitious Names	PORCH THIRTY SOCIAL CLUB THE EDGE EATERY
Filing #	811100730
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	401 WEST HUNINGTON AVE. JONESBORO, AR 72401
Reg. Agent	BRIAN NOBLES
Agent Address	1300 S. CHURCH, APT E-6 JONESBORO, AR 72401
Date Filed	04/06/2016
Officers	STEPHEN E. MORLEY , Incorporator/Organizer BRIAN NOBLES , Director SARAH NOBLES , Director KYLE MISNER , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

Purchase a Certificate of Good Standing for this Entity

Submit a Nonprofit Annual Report

Change this Corporation's Address

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-21:006	**Version:**	1	**Name:**	ADOPTING BY REFERENCE THE COTTAGE HOUSING STANDARDS TO ENCOURAGE AN ALTERNATIVE TYPE OF DETACHED HOUSING BY PROVIDING RESIDENCES FOR HOUSEHOLDS OF TYPICALLY ONE TO TWO INDIVIDUALS WITHOUT UNDERGOING THE SUBDIVISION PROCESS AND TO PROMOTE HEALTH, SAFETY, A
Type:	Ordinance			**Status:**	First Reading
File created:	1/26/2021			**In control:**	City Council
On agenda:	2/2/2021			**Final action:**	
Title:	AN ORDINANCE ADOPTING BY REFERENCE THE COTTAGE HOUSING STANDARDS TO ENCOURAGE AN ALTERNATIVE TYPE OF DETACHED HOUSING BY PROVIDING RESIDENCES FOR HOUSEHOLDS OF TYPICALLY ONE TO TWO INDIVIDUALS WITHOUT UNDERGOING THE SUBDIVISION PROCESS AND TO PROMOTE HEALTH, SAFETY, AND WELFARE FOR THE CITIZENS OF JONESBORO				
Sponsors:	Planning				
Indexes:	Code of Ordinances amendment				
Code sections:					
Attachments:	Cottage Housing Ordinance - COJ - Final				

Date	Ver.	Action By	Action	Result

AN ORDINANCE ADOPTING BY REFERENCE THE COTTAGE HOUSING STANDARDS TO ENCOURAGE AN ALTERNATIVE TYPE OF DETACHED HOUSING BY PROVIDING RESIDENCES FOR HOUSEHOLDS OF TYPICALLY ONE TO TWO INDIVIDUALS WITHOUT UNDERGOING THE SUBDIVISION PROCESS AND TO PROMOTE HEALTH, SAFETY, AND WELFARE FOR THE CITIZENS OF JONESBORO

WHEREAS, the City Council of Jonesboro, Arkansas desires to increase single family housing options for residents; and

WHEREAS, cottage home housing is provided as part of the city's overall housing strategy; and

WHEREAS, to ensure this occurs the City Council desires to adopt these guidelines for development; and

WHEREAS, the Metropolitan Area Planning Commission reviewed and unanimously recommended approval to the City Council on their regularly scheduled meeting of January 12, 2021; and

WHEREAS, all comments, views, suggestions and recommendations have been considered and addressed; and

WHEREAS, pursuant to ACA 14-55-207, public notice was given of the City of Jonesboro's intent to adopt said guidelines by reference, and advised that three (3) copies of the document were on file and available for public review and examination in the Office of the City Clerk.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

The Cottage Housing Design Standards are hereby adopted.

City of Jonesboro
Cottage Housing Ordinance

JONESBORO
ARKANSAS
People. Pride. Progress.

City of Jonesboro Cottage Housing Ordinance

Purpose and Intent

The general purpose of the cottage housing development (CHD) design standards is as follows:

A cottage housing development is an alternative type of detached housing providing small residences for households of typically one to two individuals without undergoing the subdivision process. Cottage housing is provided as part of the City's overall housing strategy, which intends to encourage affordability, innovation and variety in housing design and site development while ensuring compatibility with existing neighborhoods, and to promote a variety of housing choices to meet the needs of a population diverse in race, income, household composition and individual needs.

The cottage housing development design standards are intended to maintain traditional cottage amenities and proportions and ensure that cottage housing developments contribute to the overall community character.

In addition, cottage housing developments must reflect each of the following elements:

Standards for cottage housing developments (CHD)

The following requirements shall apply to all CHDs:

A. CHDs are allowed in all R-2, R-3, PD-RS 6-8, and PD-RM 6-16 residential zoning districts.

1. **Density and minimum lot area**
   a. In CHDs, the permitted density shall be one (1) dwelling unit per three thousand six hundred thirty (3,630) square feet of lot area (twelve (12)/acre).
   b. The minimum lot area for a CHD shall be fourteen thousand five hundred twenty (14,520) square feet.
   c. Cottage homes shall be developed in clusters a minimum of four (4) homes to a maximum of twelve (12) homes.
2. **Height limit and roof pitch**
3. **Building Height**

B. The maximum building height for dwelling units shall be twenty-five (25) feet.

C. The maximum building height for garages, community buildings, and accessory structures shall be eighteen (18) feet.

D. Roofs

1. Dwelling units shall have a minimum 6:12 roof pitch. Up to thirty-five (35) percent of roof area may have a slope not less than 4:12. Portions of a roof with a pitch of less than 6:12 shall be limited to architectural features such as dormers, porch roofs, and shed roofs.
2. Garages and carports shall have a minimum 6:12 roof pitch.

3. Cottages shall be a maximum of two (2) stories. Any upper floor shall be located within the roof structure, not below it, in order to reduce building massing as much as possible.

E. Entries and Porches.

1. Each dwelling unit abutting a public right of way (excluding alleys) shall have a primary entry and covered porch a minimum of eighty (80) square feet in size, oriented toward the public right of way. If abutting more than one public right of way, the developer and City shall collaborate with the project proponent to determine which right of way the entrance and covered porch shall be oriented toward.
2. Each dwelling unit shall have an entry and covered porch oriented toward the common open space. If the dwelling unit abuts a public right of way, this may be a secondary entrance, and the minimum porch size shall be fifty (50) square feet. If not abutting a public right of way, this shall be the primary entrance, and the minimum porch size shall be eight (80) square feet.
3. Covered porches shall be a minimum of six (6) feet deep.

F. Dwelling units shall not include attached garages.

G. Detached garages. Each dwelling unit shall have no more than one detached garage. The size of the garage shall not exceed two hundred and fifty (250) gross square feet in size. Garages can be combined into one garage structure; however, no garage structure may exceed one thousand (1000) square feet in size for a total not to exceed four garage spaces.

H. Lot coverage and floor area. The maximum first floor or main floor area for an individual principal structure in a CHD shall be one thousand two hundred fifty (1,250) square feet.

I. Yard Setbacks.

1. Front yard setbacks. When fronting a public street, the front yard setback shall be at least fifteen (15) feet with an allowable seven (7) foot encroachment for a front porch. On non-

public streets, the front yard setback shall be at least ten (10) feet with an allowable encroachment for a front porch of no greater than five (5) feet.

2. Rear yards. The minimum rear yard shall be ten (10) feet.

J. Required open space.

1. A minimum of four hundred (400) square feet per unit of common open space is required.

2. At least fifty (50) percent of the cottage units shall abut the common open space.

3. All the cottage units shall be located within one-hundred (100) feet walking distance of the common open space.

4. The common open space shall have cottages abutting at least two (2) sides.

5. At least fifty (50) percent of the cottage home units shall be oriented around the common open space with their covered porches or main entry facing the common open space.

K. Parking. Parking spaces for each cottage home unit shall be provided as follows:

1. Units that exceed six hundred fifty (650) square feet on the main floor; two (2) spaces. Units that do not exceed six hundred fifty (650) square feet on the main floor; one and one half (1.5) spaces.

2. Location. Parking shall be located on the CHD property. It may be located in a structure, under a structure, or outside a structure provided that:

a. Parking is screened from direct view from the street by one or more building facades, by garage doors, or by a fence and landscaping.

b. Parking is not located in the front yard.

c. Parking is only allowed between structures when it is located toward the rear or the principal structure and a side lot line, which is not a street side lot line.

L. Additional requirements.

1. All structures shall maintain ten (10) feet of separation between houses.
2. The condominium association or homeowners' association shall maintain the required open space and all common areas.
3. The use of paver stones, pervious pavement, grass-crete, or other types of low impact stormwater development techniques are encouraged for walkways and parking areas.
4. Where provided, exterior lighting shall be mounted as low as possible, pointed downward, and the light source shall be shielded from direct observation from above, adjacent properties, and public rights of way. Lighting spillover to adjacent properties shall be avoided.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	ORD-21:001	**Version:**	1	**Name:**	WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX SOFTWARE BY THE PLANNING DEPARTMENT
Type:	Ordinance			**Status:**	Third Reading
File created:	1/6/2021			**In control:**	Finance & Administration Council Committee
On agenda:				**Final action:**	
Title:	AN ORDINANCE TO WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX SOFTWARE BY THE PLANNING DEPARTMENT				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ProjectDox-OAS Order form Avolve ProjectDox Statement of Work				

Date	Ver.	Action By	Action	Result
1/19/2021	1	City Council		
1/12/2021	1	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE TO WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX SOFTWARE BY THE PLANNING DEPARTMENT

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

WHEREAS, Ordinance 20:042 was adopted on November 5, 2020 to purchase the IWorkQ software and Avolve PaperlessNow SaaS software, which is the first phase of the software programming needed for these tasks; and,

WHEREAS, the remaining phase to complete this software package involves the full version of Avolve ProjectDox, OAS Online Applicant Services, that provides for fully digital plans instead of paper documents; and,

WHEREAS, the price for the purchase of Avolve ProjectDox software is a one-time cost of $206,950 with no additional recurring support costs; and,

WHEREAS, the cost of this software was included in the 2021 Budget approved by Resolution 20:244.

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

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

Section 2: The sum of $206,950 will be paid from the 2021 budget of the Planning Department.

Section 3: That the City Council, in accord with the terms of A.C.A. Section 14-58-303, states that bidding in this matter is not practical since it is a uniquely designed platform that corresponds with the city's existing related software and hereby waives the requirement of competitive bidding.

City of Jonesboro, AR

Avolve ePlan Solution Proposal

December 18, 2020

Prepared by your Avolve Software Representative

Philip Comer

4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: (512) 431-6258
Email: pcomer@avolvesoftware.com

Quote Ref #202012-1691

ProjectDox® and OAS Price Quotation

Quote Delivered To

Derrel Smith

,

Director of Planning & Zoning
derrel.smith@jonesboro.org

Date of Quote: 12/18/2020

City of Jonesboro, AR
(870) 932-0406

Quote Valid Until: 2/26/2021

ProjectDox ePlan Solution Pricing Agreement

SaaS – PROJECTDOX & ONLINE APPLICANT SERVICES (OAS)

Product Name	Product Code	Description	Qty	Unit Price		Total Price
Production Environment Light-Level Capacity **OAS & ProjectDox SaaS License**	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment with 6 virtual server-configuration. Designed for organizations who have approximately 100 concurrent users and 3,000 permits per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment. See Hardware Configuration section. Additional capacity requirements are available upon request.	12.00	$7,000.00		$84,000.00

Test Environment Entry-Level Capacity **OAS & ProjectDox SaaS License**	SAAS-T.E	Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 10 concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request. Includes SSA for six base forms preconfigured. See Hardware Configuration section. Additional capacity requirements are available upon request.	12.00	$2,000.00		$24,000.00
					SaaS Sub-Total:	$108,000.00

TRAINING

Product Name	Product Code	Description	Qty	Unit Price		Total Price
ProjectDox Tier 4 Training	PKG-PDOX 4 TRN	Implementation Training Package Includes: • 1:Introduction to ProjectDox • 1: Introduction to Marking Up in ProjectDox • 1: Workflow Business Process Training for Plan Reviewers • 1: Workflow Business Process Training for Coordinating Staff • 1: Pilot Workshop Class • 1: Community Outreach Class • 1: Project Administration Class • 1: System Administration Class	1.00	$15,400.00		$15,400.00
					Training Sub-Total:	$15,400.00

PROFESSIONAL SERVICES - PROJECTDOX

Product Name	Product Code	Description	Qty	Unit Price		Total Price
Best-in-Class Level 1 ProjectFlow PLUS Services	PS-BIC.L1PLUS	Design and deployment of a Best-in-Class **Building workflow**	1.00	$30,600.00		$30,600.00
Onboarding Advanced Integration with iWorQ	PS-PF.AINT.ONBRD	Initial Services for Onboarding Advanced ProjectFlow Integration includes the below; additional quote may be required if scope changes during Analysis: • Project Creation - Configuration of the Avolve Project Creator Service to create a project in ProjectDox based on defined values from the permitting system. These include: - Permit/Project Number - Description - Applicant/Submitter First Name - Applicant/Submitter Last Name - Applicant/Submitter Email - Project/Case Type - Display of Permit/Application Information - Configuration of General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet. - Project/Permit Status Update - ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved PLUS: • Update assigned Review Tasks - ProjectDox will update Permitting System upon Plan Reviewer task completion	1.00	$19,800.00		$19,800.00
Assurance Services	PS-AS	45 Hours of Assurance Services - Invoiced monthly as used $225/hour.	1.00	$10,125.00		$10,125.00
					Professional Services Sub-Total:	$60,525.00

PROFESSIONAL SERVICES – ONLINE APPLICANT SERVICES (OAS)

Product Name	Product Code	Description	Qty	Unit Price		Total Price
OAS Setup & Training Services	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs.	1.00	$4,275.00		$4,275.00
OAS eForm Paper to eForm Services	PS-OAS.P2eF	Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1.00	$1,350.00		$1,350.00
OAS Basic eForm Services	PS-OAS.BeS	< 75 fields – w/ intelligent conditional entry/display	1.00	$3,600.00		$3,600.00
OAS Advance eForm Services	PS-OAS.AeS	>75 fields to 150 fields –intelligent conditional entry/display	1.00	$5,400.00		$5,400.00
OAS eForm Advanced Validation	PS-OAS.AV	Professional Services for eForm Advanced Validation Integration	1.00	$5,400.00		$5,400.00
OAS Payment Processor Integration	PS-OAS.PP	Integration with iWorQ Payment Processor, Payroc	1.00	$18,000.00		$18,000.00
					Professional Services Sub-Total:	$38,025.00

PAPERLESSNOW CREDIT

Product Name	Product Code	Description	Qty	Unit Price		Total Price
PaperlessNow SaaS Credit	SAAS.PN	PaperlessNow SaaS Credit	1.00	($15,000.00)		($15,000.00)
					Training Sub-Total:	($15,000.00)

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred. First year SaaS and 20% of Services shall be invoiced upon execution of Agreement. Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT. See notes for details.	**Grand Total:**	$206,950.00

OAS and ProjectDox End-User System Requirements

Client Specifications

Uniform specifications on end-user hardware, software capabilities and configuration will have a big impact on the end-user experience. We recommend deploying (at most) the following end-user hardware configuration:

Client Specifications	
Operating System	Windows 10 (64 bit) Mac OS 10, iPad, Windows Tablet
Processor	4 Cores, Processors 2.0 GHz or faster
Memory	16 GB RAM or more
Browser Cache	In Internet Explorer, this is 50MB by default and in most browsers, it can be increased to 250MB or up to 1GB. For Internet Explorer, the recommended cache is 1GB.
Graphic Card	Single Monitor Support – Dedicated Graphics Card with Minimum 1GB Memory. Dual Monitor Support - Dedicated Graphics Card with Minimum 2GB Memory.
Recommended Web Browsers	Internet Explorer 11 (32-bit only), Edge, latest releases of Chrome, Safari, and Firefox.
Display	22" or larger with at least 1920 x 1080 screen resolution, resolutions under 2.5k are supported for Internet Explorer.

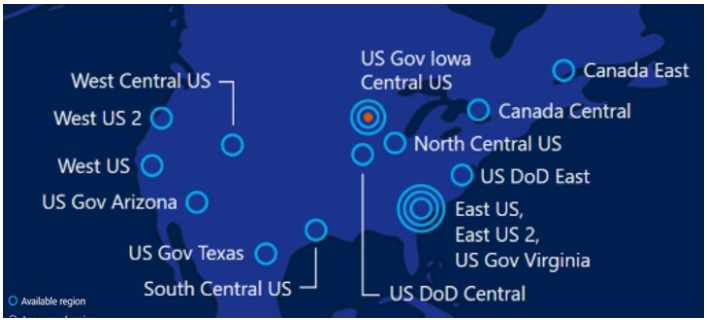
Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve customer is setup in Microsoft Azure. Every customer's files and data will be on separate storage environments. Avolve continues working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features for security, scalability and performance purposes.

Backup and Disaster Recovery Configuration

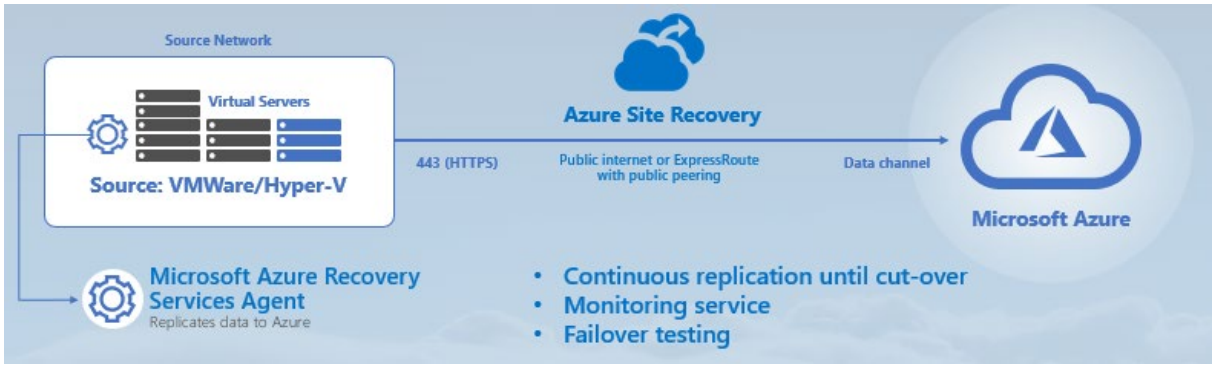
Avolve Backup Process on MS Azure:
All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.



For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.

Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Disaster Recovery Services on MS Azure:
Avolve OAS and ProjectDox includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned (excludes software upgrades) and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the Hyper-V servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee the RTO is within 24-32 hours recovery for the Production environment. The RPO is > 5 minutes and is dependent on Microsoft's backup cycle time based on latency and distance of the back systems. Faster RTO and RPO is available with additional Azure components if required.



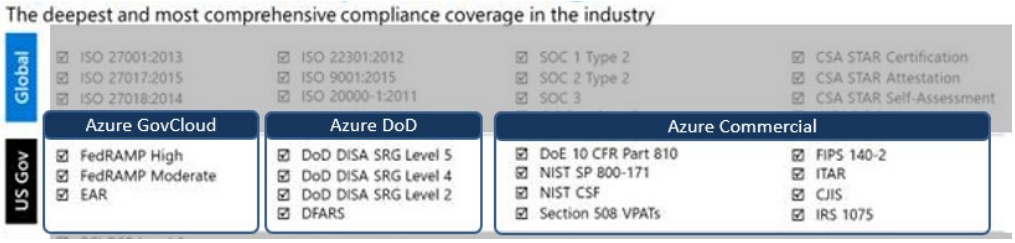
Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service.

Additional CPU, RAM, IOPs and Storage:
The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best-case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system.

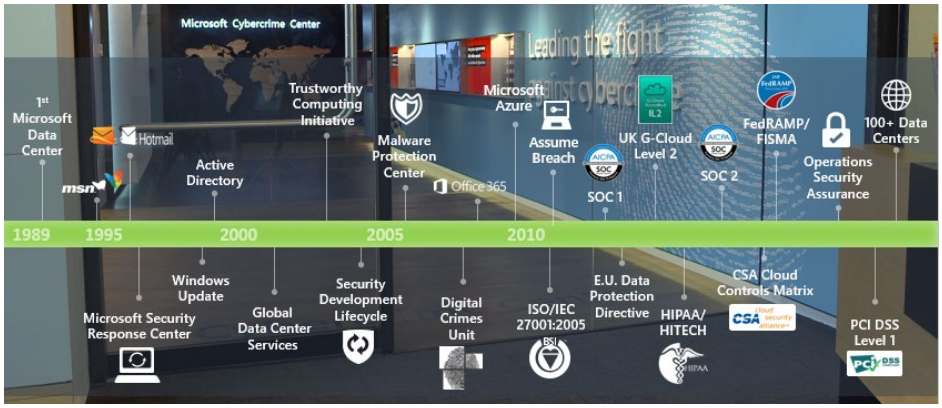
An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant



- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft $1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at https://azure.microsoft.com/en-us/overview/trusted-cloud/.



- All incoming and outgoing traffic goes through Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:

  Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Azure infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced by Avolve:

- Customer will have no access to the server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in the system will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
- Custom report creation requires direct access to the Production database. For this reason, Avolve will only support access to a Test environment where the Production tables for reports can be exported.
- Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Production environment infrastructure or software applications.

Managed Services Operations

Avolve ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve:

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet, and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues. • Monitoring Data Points: ○ Up/Down Status	x	x	x	x	

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webserver Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits					
• OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses, or other issues • Permission Control (group changes, file/folder permissions, Windows, or Linux) • Optimize backend	x	x	x	x	
• Log File analysis • Best-practices recommendations • Other services as requested • Regular reporting based on customer preference • VLAN creation/modification					x
• Cyber Security monitoring and automated alerts. • Regular anti-virus scan and anti-virus removal • Database Security	x	x	x	x	
• Scheduled data recovery, OS & VMware patches and any hardware replacements • Critical OS patches and updates					x
• Backup automated services	x	x	x	x	
• 24x7 Infrastructure Support calls	x	x	x	x	
Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions					
• Application Specific Monitoring ○ Monitor Web Server Connectivity ○ Monitor Web Site Availability ○ Monitor Web Site Page Responsiveness ○ Monitor Application Specific Services ○ Minimalizes Support Issues	x	x	x	x	
• Application Performance Reviews	x				x

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
• Database Performance Reviews					
• Application Administration Assistance	x		x		
• Scheduled Reports	x				
• System health checks					x
• Performance tuning • ProjectDox DB Tuning and re-indexing (periodic • ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements • Routine cleanup of the DLcache folder • Restart of ProjectDox services and/or Servers during support or patches					x
• Online Support Tickets: Responding to application issues reported	x		x		
• Software minor patch updates for Support related issues					x
• Software resolution to fix a technical reported issue					x
• Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified	x	x	x	x	x

Notes:

EFT Remittance:

Avolve Software / Compass Bank
Routing #: 122105744
Account #: 2519753300

NAME:_____

TITLE:_____

SIGNATURE: _____

DATE:_____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

avolve™ software

ProjectDox®

Electronic Document Management & Collaboration Solution

City of Jonesboro, AR

("Customer")

Proposed Statement of Work

December 18, 2020

JONESBORO ARKANSAS People. Pride. Progress.

avolve® professional services

4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 602.714.9774 www.avolvesoftware.com

EXECUTIVE SUMMARY

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

SCOPE OF WORK (MILESTONES)

Setup Offsite | Remote

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

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

Orientation and Configuration Requirements Session* 2 persons | Onsite

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

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

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

Configuration & Integration * Offsite | Remote

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

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
  - Configured working ProjectDox and OAS applications
    - Three (3) OAS forms: (1) Paper to Electronic, (2) Base, (3) Advanced
    - One Advanced Widget Validation
    - Payment Processor Integration – iWorkQ (design, coding, and deployment to be completed by Limbic Systems, managed by Avolve)
    - One Building workflow
    - Advanced Integration

User Acceptance Training (UAT) 1 Person | Onsite

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

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

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

Training 1 Person | Onsite

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

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

- Delivery of classes for all products/modules as purchased

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

Launch/Project Close Out 1 Person |Offsite

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

Assurance Services

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

ACCEPTANCE PROCESS

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

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by the Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.

2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.

3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.

4. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the System Implementation Guides (standard end user document(s) that accompany each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.

5. Services for the development of the integration between iWorkQ Payroc payment processor and OAS will be subcontracted to Limbic Systems under the guidance and management of the Avolve Services team.

6. Customer acknowledges that there may be limitations in the integration between Avolve's software products and the iWorQ Payroc processor. Avolve Software will not be responsible for limitations identified in Avolve's software products to integrate with iWorQ Payroc. Avolve reserves the right to either elect, or decline, to make the necessary changes to its software products. In the event Avolve agrees to make the necessary changes to its software products, Customer agrees that this shall be at its sole additional expense.

7. Neither Avolve Software nor Limbic Systems shall be responsible for the support and/or maintenance of the iWorQ Payroc payment processor integration code. Additionally, support and maintenance of the iWorQ Payroc payment processor integration code will not be covered under the Avolve SLA maintenance contract. Any, and all services to support, review, update or alter the integration code are the responsibility of the customer, and/or can be acquired via a professional services engagement.

8. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 439 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.

9. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.

10. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.

11. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.

12. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.

13. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.

14. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.

15. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.

16. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.

17. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.

18. All training classes unless otherwise noted are limited to 12 persons maximum per class

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

CHANGE CONTROL PROCESS

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

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

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

PRICING, TRAVEL AND EXPENSE

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

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

PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

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

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MSO	Contract Execution	First Year SaaS costs / On Premise Software	Contract Signature	100%
MSO	Contract Execution	20% Services	Contract Signature	20%
MS1	Project Kickoff	Project kick off meeting complete and initial environment installed	• Project Kick Off Meeting Conducted • Project team can log into installed environment • Sign Off Acceptance	5%
MS2	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Building Process	• Delivered CRD • Sign off Acceptance Document	20%
MS3	Deliver functional ProjectDox application for Building Process	Deliver and review the design as defined in the CRD document.	• UAT scheduled for Process 1 • Sign off Acceptance Document	10%
MS3	Design and Deliver functional OAS application forms	Design and deliver OAS application forms as specified in sales order.	• Application forms delivered • Sign off Acceptance Document	10%
MS4	Payment Processor Integration	Design and Deliver payment processing integration to iWorkQ Payroc	• Sign off Acceptance Document	10%
MS5	User Acceptance Test	User Acceptance Testing for Building Process Complete Delivered Second Environment	• User Acceptance Testing confirms requirement as agreed to in the CRD • Sign Off Acceptance Document	10%
MS6	Training	Conduct End User Training Conduct Administration Training	Sign Off Acceptance	10%
MS7	Training	Conduct Rollout Training	Sign Off Acceptance	5%
MS8	Launch/Go-Live	Building Review process general availability launch	Process is launched	0%
MS9	Assurance Services		Per Signed Agreement/Change Order	As Used
			Total Services	100%

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

STATEMENT OF WORK ACCEPTANCE

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

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

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

AUTHORIZED SIGNATURES

Avolve Software Corporation

By: _____

Name: _____

Title: _____

Date: _____

City of Jonesboro, AR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: CHANGE REQUEST FORM

avolve professional services

Avolve Software Change Request Form

City of Somewhere

/

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

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

CITY OF SOMEWHERE AUTHORIZATION	
Customer Approval Signature	
Date Signed	

Avolve Software 01/01/2015 Page 1 of 1

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City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-20:251	**Version:**	1	**Name:**	ENTER INTO AN AGREEMENT WITH MCP INVESTMENTS, LLC FOR THE SALE OF PROPERTY
Type:	Resolution			**Status:**	Held in Council
File created:	12/30/2020			**In control:**	City Council
On agenda:	2/2/2021			**Final action:**	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MCP INVESTMENTS, LLC FOR THE SALE OF PROPERTY				
Sponsors:	Mayor's Office				
Indexes:	Property sale				
Code sections:					
Attachments:	Appraisal, 2.86 acres on Neil Drive, January 2013 Map, Neil Drive Property Contract with MCP Investments to sell property				

Date	Ver.	Action By	Action	Result
1/5/2021	1	City Council	Postponed Temporarily	Pass

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MCP INVESTMENTS, LLC FOR THE SALE OF PROPERTY
WHEREAS, the City of Jonesboro is the owner of certain real property consisting of land totaling approximately 2.86 acres in size which is more particularly described as follows:

> A part of the NE1/4 of Section 21, Township 14 North, Range 4 East, being more particularly described as follows: Begin at the ¼ Corner of Section 21 and 22, Township 14 North, Range 4 East; thence S0° 50’ 45”W 150.5’; thence N43° 17’ 15”W 917.2’; thence N47° 39’ 45”E 840.2’; thence N41° 37’ 09”W 996.64’ to the Point of Beginning proper; thence S48° 21’ 30”W 181.19’; thence N41° 36’ 36”W 771.91’ to the south R/W line of the St. Louis/Southwestern Railroad; thence S88° 36’ 15”E along said R/W Line 247.63’; thence S41° 37’ 09”E 602.91’ to the Point of Beginning proper, containing 2.86 acres, more or less, subject to all rights of way and easements of record.

WHEREAS, MCP Investments, LLC desires to purchase the above-described property; and,

WHEREAS, an appraisal of the property was performed on January 24, 2013 by Bob Gibson and Associates Inc., and indicated a value of $14,000; and,

WHEREAS, the Building Facilities Committee has recommended the sale of the property for $14,000; and,

WHEREAS, all documents pertaining to said purchase are attached hereto and the terms set out therein.

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

> Section 1: The City of Jonesboro approves the property sale to MCP Investments, LLC for the above-

described property for the sale amount of $14,000.

Section 2: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this sale of property.

APPRAISAL OF REAL PROPERTY

LOCATED AT:

Nell Drive
Exact legal not provided Part of Lot 7 Ellis Farm Subd
Jonesboro, AR 72401

FOR:

City of Jonesboro
515 W Washington
Jonesboro, AR 72401

AS OF:

January 24, 2013

BY:

Bob Gibson, CG0247

Bob Gibson and Associates Inc.
P O Box 3071
420 W Jefferson, Suite A
Jonesboro, AR 72401

January 28, 2013

City of Jonesboro
515 W Washington
Jonesboro, AR 72401

Re: Property: Nell Drive
Jonesboro, AR 72401
Borrower: NA
File No.:

Pursuant to your request, I have prepared an appraisal report of the property captioned in the "Summary of Salient Features" which follows. As you have requested, I have prepared this report in accordance with most area lenders. To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)).

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties. This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached. The person signing this report has the knowledge and experience to complete this assignment competently. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Bob Gibson, CG0247

STATE CERTIFIED GENERAL No. CG0247
BOB L. GIBSON

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	Neil Drive
	Legal Description	Exact legal not provided Part of Lot 7 Ellis Farm Subd
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0005.02
	Map Reference	27860
SALES PRICE	Sale Price	$ NA
	Date of Sale	NA
CLIENT	Client	City of Jonesboro
	Owner	City of Jonesboro
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	NA
	Price per Square Foot	$
	Location	Suburban
	Age	NA
	Condition	NA
	Total Rooms	NA
	Bedrooms	NA
	Baths	NA
APPRAISER	Appraiser	Bob Gibson, CG0247
	Date of Appraised Value	January 24, 2013
VALUE	Final Estimate of Value	$ 14,000

LAND APPRAISAL REPORT

File No.

IDENTIFICATION

Borrower NA — Census Tract 0005.02 — Map Reference 27860

Property Address Neil Drive

City Jonesboro — County Craighead — State AR — Zip Code 72401

Legal Description Exact legal not provided Part of Lot 7 Ellis Farm Subd

Sale Price $ NA — Date of Sale NA — Loan Term NA yrs. — Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ None (yr) — Loan charges to be paid by seller $ NA — Other sales concessions NA

Lender/Client City of Jonesboro — Address 515 W Washington, Jonesboro AR 72401

Occupant Vacant Land — Appraiser Bob Gibson, CG0247 — Instructions to Appraiser As Is

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev. ☐ Rapid	☒ Steady	☐ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 50% 1 Family 5% 2-4 Family 5% Apts. ___% Condo 20% Commercial 20% Industrial ___% Vacant ___%

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
(*) From ___ To ___

Predominant Occupancy ☒ Owner ☐ Tenant 5 % Vacant

Single Family Price Range $ 30,000 to $ 150,000 — Predominant Value $ 75,000

Single Family Age 0 yrs. to 40 yrs. — Predominant Age 20 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is bound to the north by Johnson Avenue, to the south by Highland, to the west by Stadium, and to the east by the city limits. The area is a mixture of residential, commercial, and industrial. No negative influences were noted at time of inspection.

SITE

Dimensions Irregular - Site estimated by city officials = 2.86 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification I-2 (Industrial) — Present Improvements ☐ do ☐ do not conform to zoning regulations

Highest and best use ☒ Present use ☐ Other (specify)

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface Asphalt
Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☐ Curb/Gutter
☐ Sidewalk ☒ Street Lights

Topo Level
Size Average
Shape Irregular
View Industrial
Drainage Appears Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted during the physical inspection. **A survey is recommended. It is not certain as to where the exact property lines are. A drainage ditch fronts the property on two sides making accessibility difficult.**

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address Neil Drive Jonesboro		See Addenda					
Proximity to Subject							
Sales Price	$ NA		$		$		$
Price	$		$		$		$
Data Source	Inspection/Tax Rec						
Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust	DESCRIPTION	+(-)$ Adjust.
Location	Suburban						
Site/View	2.86 ac+-						
Sales or Financing Concessions	NA						
Net Adj. (Total)		☐ + ☐ -	$	☐ + ☐ -	$	☐ + ☐ -	$
Indicated Value of Subject		Net %	$	Net %	$	Net %	$

Comments on Market Data:

RECONCILIATION

Comments and Conditions of Appraisal: **Exact size of subject property is unknown. City officials indicated 2.86 acres. Parcel number given to appraiser by city officials appears (based on tax records) to be owned by City Water & Light. Appraiser is recommending a title search and survey of subject site.**

Final Reconciliation: See addenda

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF January 24, 2013 to be $ 14,000

Bob Gibson, CG0247 — ☐ Did ☐ Did Not Physically Inspect Property

Appraiser(s) — Review Appraiser (if applicable)

STATE CERTIFIED GENERAL No. CG0247 — Bob L. Gibson

[Y2K]

Supplemental Addendum

File No.

Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County Craighead	State AR	Zip Code 72401	
Owner	City of Jonesboro				

Scope of Work:
This report has been prepared for the referenced client. The report has been performed to assist the client in determining fair market value of subject site. If this report is placed in the hands of anyone other than the client, the client shall make such third party aware of all the assumptions and limiting conditions of the assignment. The scope of this appraisal consisted of an observation of subject site from public street. Pictures of the site and street were taken and can be found in this report. The MLS, local public records, as well as local comp services were researched for comparable sales in the neighborhood. Those used were deemed the best available. The comparable sales were compared to the subject and adjustments in value were made as deemed appropriate. An opinion of value was then rendered based on the data available. This report is an appraisal and not an environmental inspection.

I have not checked the land records for recorded easements & did not note any apparent adverse easements or encroachments. Any easements, encroachments, restrictions, covenants, etc uncovered through a title search, legal opinion, or property survey should be submitted to the appraiser for consideration. The appraiser reserves the right to analyze all such information and amend the appraised value, if necessary.

Digital Signature
This appraisal report contains digital signatures that meet the requirements of Statement on Appraisal Standards No.8 (SMT-8). The software programs used to transfer the report electronically provide digital signature security features for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the electronic signature(s) is protected and the appraiser has maintained control of the signature. Per SMT-8 of the Uniform Standards of Professional Appraisal Practice, electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report.

Land Sales

Sale #1
Grantor/Grantee: Martin/Hill
Location: 3402 Willow Rd (Sect 34 Twnshp 14 Rng 4)
Date of Sale: 3-10-06
Sales Price: $55,000
Land Size: 1.91 ac
Price/Acre: $28,796
Source: Bk 718 Pg 638

Sale #2
Grantor/Grantee: Goldsmith/JMC of Jonesboro Inc
Location: Pt SW NW & Pt SE NW Sect 26 Twnshp 14 Rng 4
Date of Sale: 9-9-05
Sales Price: $65,000
Land Size: 3.66 ac
Price/Acre: $17,760
Source: Bk 706 Pg 63

Sale #3
Grantor/Grantee: RES Development/Halsey Land Company LLC
Location: Lot 2 Halsey's Moore Rd Minor Plat (Pt NW SE Sect 36 Twnshp14 Rng 4)
Date of Sale: 2-11-08
Sales Price: $95,000
Land Size: 4.35 ac
Price/Acre: $21,839
Source: Bk 767 Pg 317

Sale #4
Grantor/Grantee: Throesch/Dacus
Location: Lot 2A Dacus Industrial Sub Minor (Pt SW NW Sect 25 Twnshp 14 Rng 4)
Date of Sale: 10-31-07
Sales Price: $155,000
Land Size: 3 ac
Price/Acre: $51,667
Source: Bk 760 Pg 994

Sale #5
Grantor/Grantee: City Water & Light/Castle Peak Properties
Location: 3434 Longview (Freeway Industrial Park Sect 34 Twnshp14 Rng 4)
Date of Sale: 6-30-05
Sales Price: $53,000
Land Size: 3.49 ac
Price/Acre: $15,186
Source: Bk 700 Pg 922

Supplemental Addendum

File No.

Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County Craighead	State AR	Zip Code 72401	
Owner	City of Jonesboro				

Sale #6
Grantor/Grantee: City Water & Light/S&K LLC
Location: E Parker (Lot 1 Harmony Gardens Replat Sect 34 Twnshp 14 Rng 4)
Date of Sale: 12-13-06
Sales Price: $150,000
Land Size: 6 ac
Price/Acre: $25,000
Source: Bk 738 Pg 523

Sale #7
Grantor/Grantee: Capitalmark LLC/L & L Properties LLC
Location: C W Post Rd (Pt SE SW Sect 26 Twnshp 14 Rng 4)
Date of Sale: 10-20-08
Sales Price: $421,000
Land Size: 7.1 ac
Price/Acre: $59,296
Source: Bk 784 Pg 268

Sale #8
Grantor/Grantee: BWDJ LLC/Best & Best
Location: C W Post Rd
Date of Sale: 3-28-07
Sales Price: $338,000
Land Size: 27.07 ac
Price/Acre: $12,486
Source: Bk 745 Pg 39

Sale #9
Grantor/Grantee: Res Development/JDC Jonesboro LLC
Location: Fedex Ground Minor Plat (Pt NW SE Sect 36 Twnshp 14 Rng 4)
Date of Sale: 12-29-08
Sales Price: $200,000
Land Size: 10.83 ac
Price/Acre: $18,467
Source: Bk 787 Pg 724

Sale #10
Grantor/Grantee: Commerce Warehousing LLC/Spirit Manufacturing Inc
Location: Pt SE SW Sect 29 Twnshp 14 Rng 5
Date of Sale: 6-27-11
Sales Price: $375,000
Land Size: 15 ac
Price/Acre: $25,000
Source: Bk JB2011R Pg 009744

Sale #11
Grantor/Grantee: Commerce Warehousing LLC/Eastside Rice LLC
Location: Pt SE SW Sect 29 Twnshp 14 Rng 5
Date of Sale: 10-3-11
Sales Price: $405,000
Land Size: 20.75 ac
Price/Acre: $19,518
Source: Bk JB2011R Pg 014953

Sale #12
Grantor/Grantee: Malco Theaters Inc/City Water & Light
Location: E Nettleton Ave (Pt NE SE Sect 35 Twnshp 14 Rng 4)
Date of Sale: 9-19-11
Sales Price: $100,000
Land Size: 14.14 ac
Price/Acre: $7,072
Source: Bk JB2011R Pg 014261

Sale #13
Grantor/Grantee: Mink/Reed/Benson to CWC Mechanical LLC
Location: 2700 Nestle Rd (Pt NW SW Sect 29 Twnshp 14 Rng 5 and Pt NE SE Sect 30 Twnshp 14 Rng 5)
Date of Sale: 4-26-10
Sales Price: $58,000
Land Size: 5.73 ac
Price/Acre: $10,122
Source: Bk 819 Pg 452

Supplemental Addendum

File No.

Client	City of Jonesboro						
Property Address	Neil Drive						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Owner	City of Jonesboro						

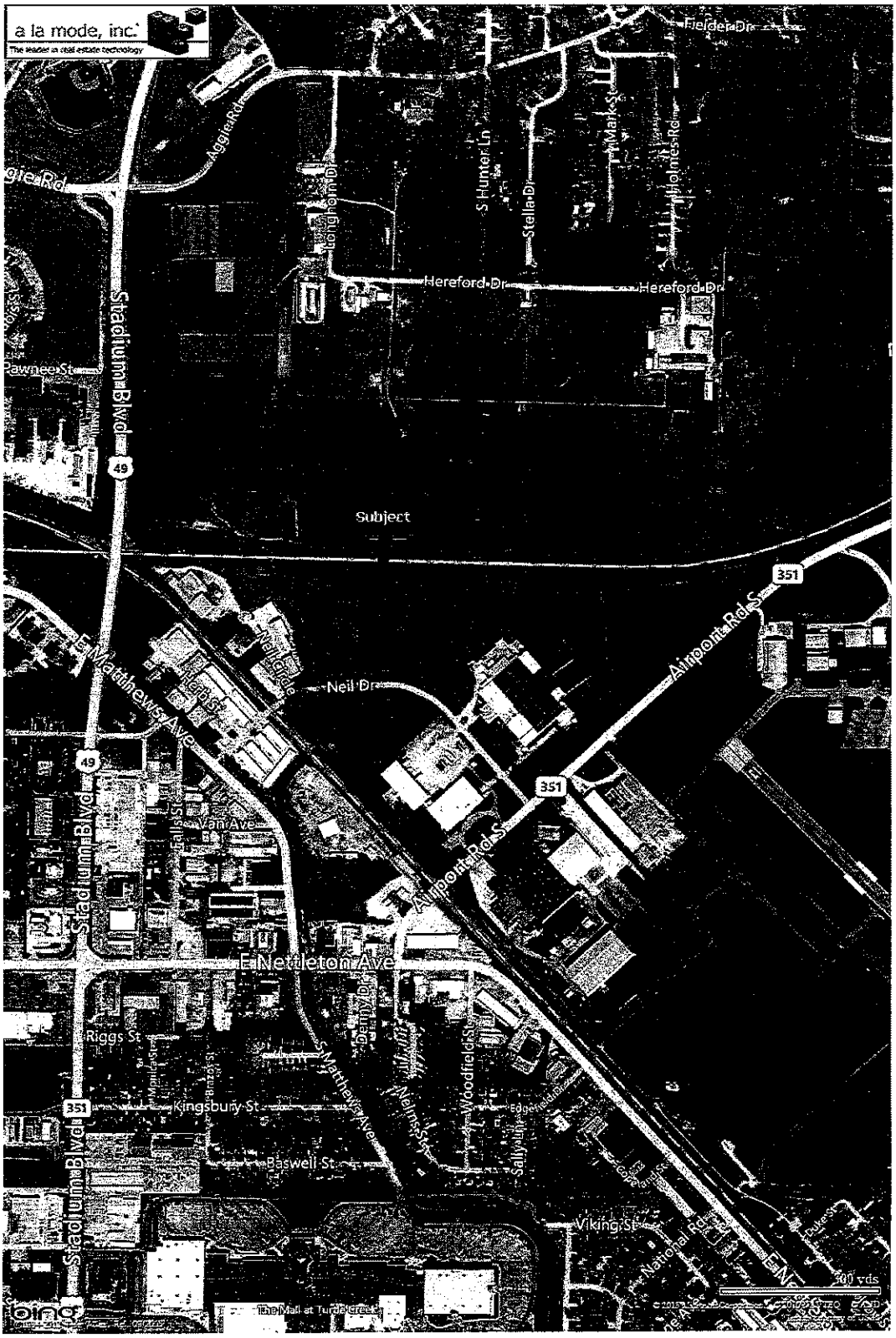
Sale #14

Grantor/Grantee:	Askew/Marsh
Location:	Industrial Drive (north of Hwy 63 Bypass)
Date of Sale:	2-15-11
Sales Price:	$303,000
Land Size:	6.73 ac
Price/Acre:	$45,022
Source:	Bk JB2011R Pg 002410

A wide range of industrial sales were listed in order to determine a value of our subject. The higher sales prices per acre are located in good commercial/industrial markets with almost all having city utilities. Our subject is located in a good geographical location, near downtown and the original industrial park; however, accessiblity is a question. In addition the site is covered with trees and vegetation, all of which would have to be removed before development. After adjustments for site problems, utility issues, and street access, a value of $5,000/acre is placed on our subject property. Therefore, $5,000/acre x 2.86 acres = $14,300. Rounded $14,000.

Aerial

Client	City of Jonesboro						
Property Address	Neil Drive						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Owner	City of Jonesboro						

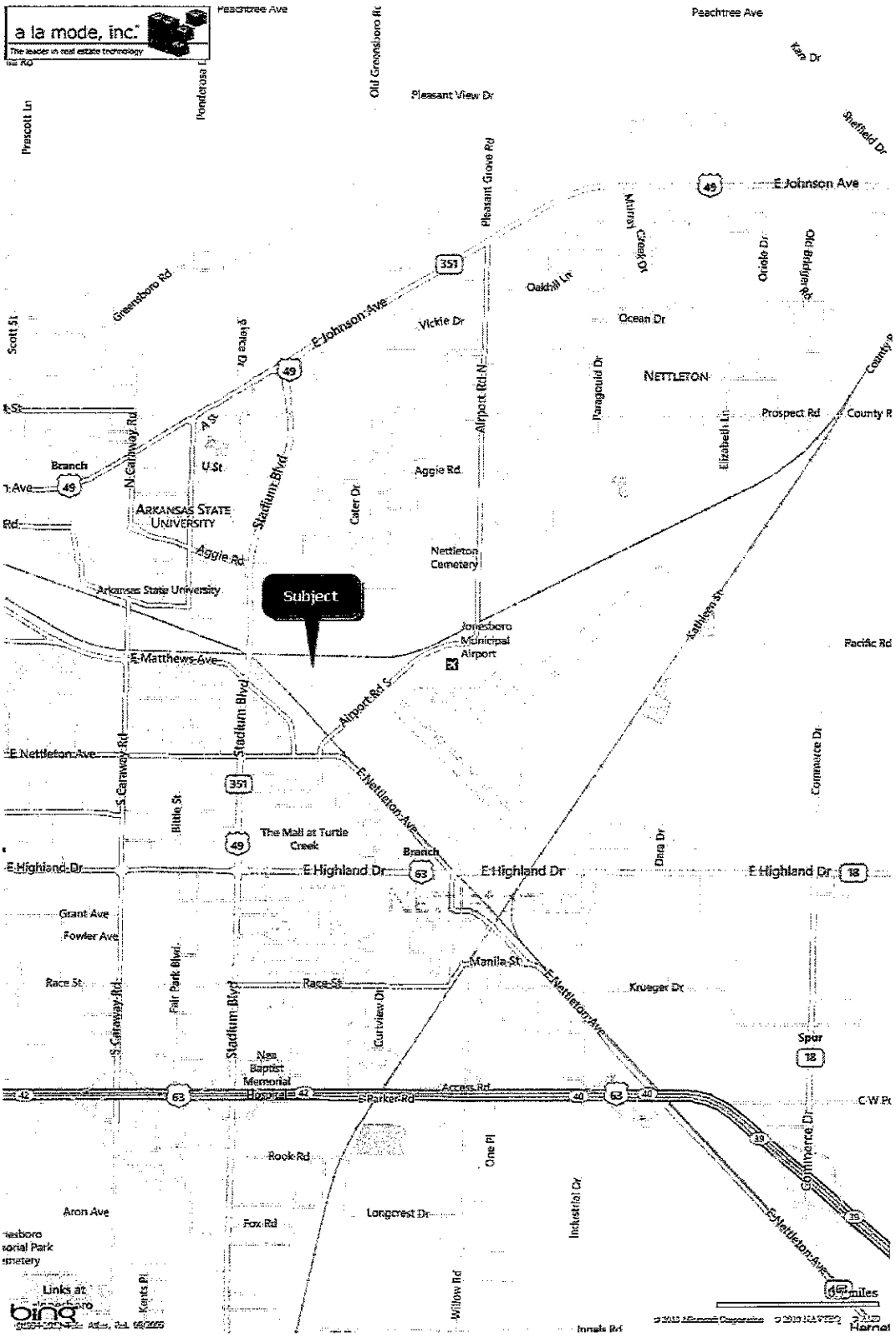


Photograph Addendum

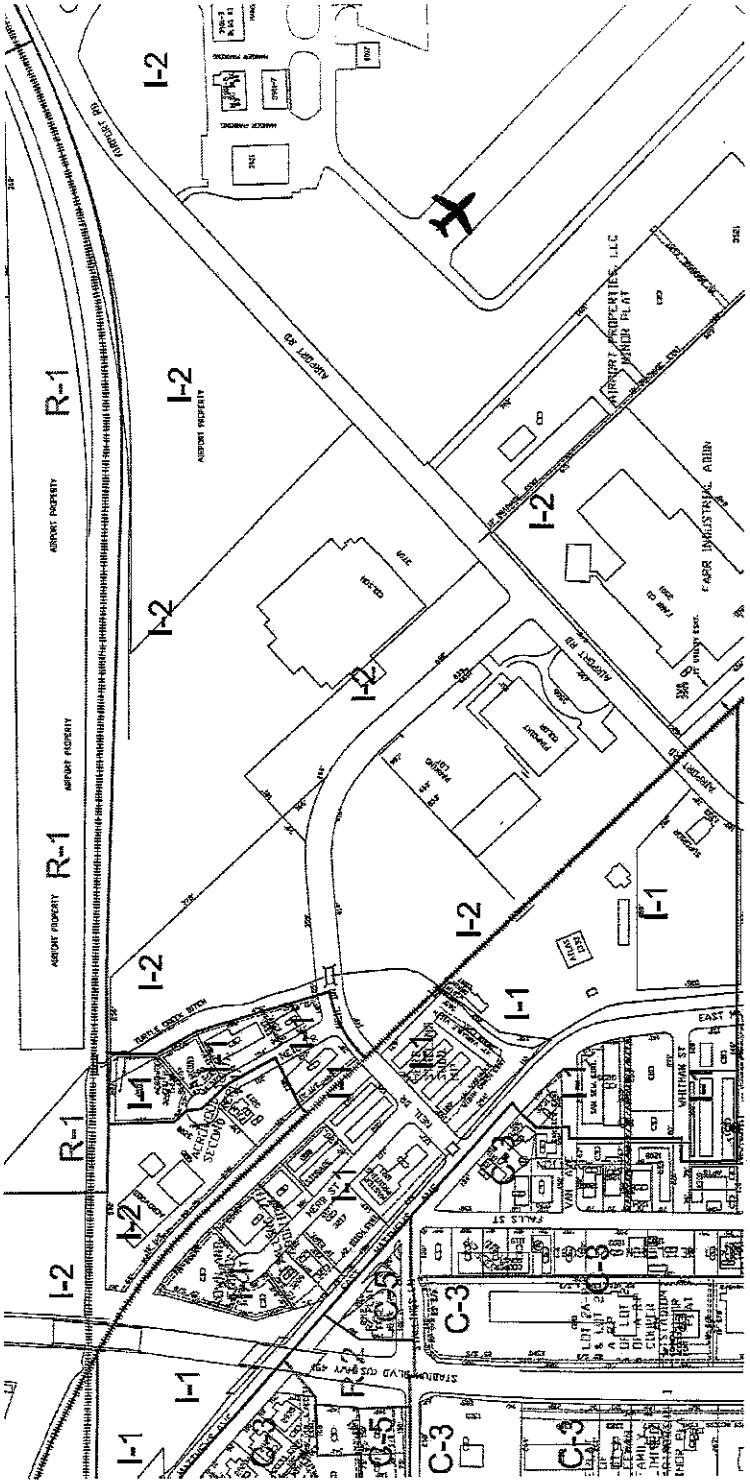
Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County	Craighead	State AR	Zip Code 72401
Owner	City of Jonesboro				

Location Map

Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County	Craighead	State AR	Zip Code 72401
Owner	City of Jonesboro				



Zoning Map


I-2
R-1
AIRPORT PROPERTY
AIRPORT RD
I-1
C-3
EAST
WHITNER ST
FALLS ST
STARNES BLVD

Flood Map

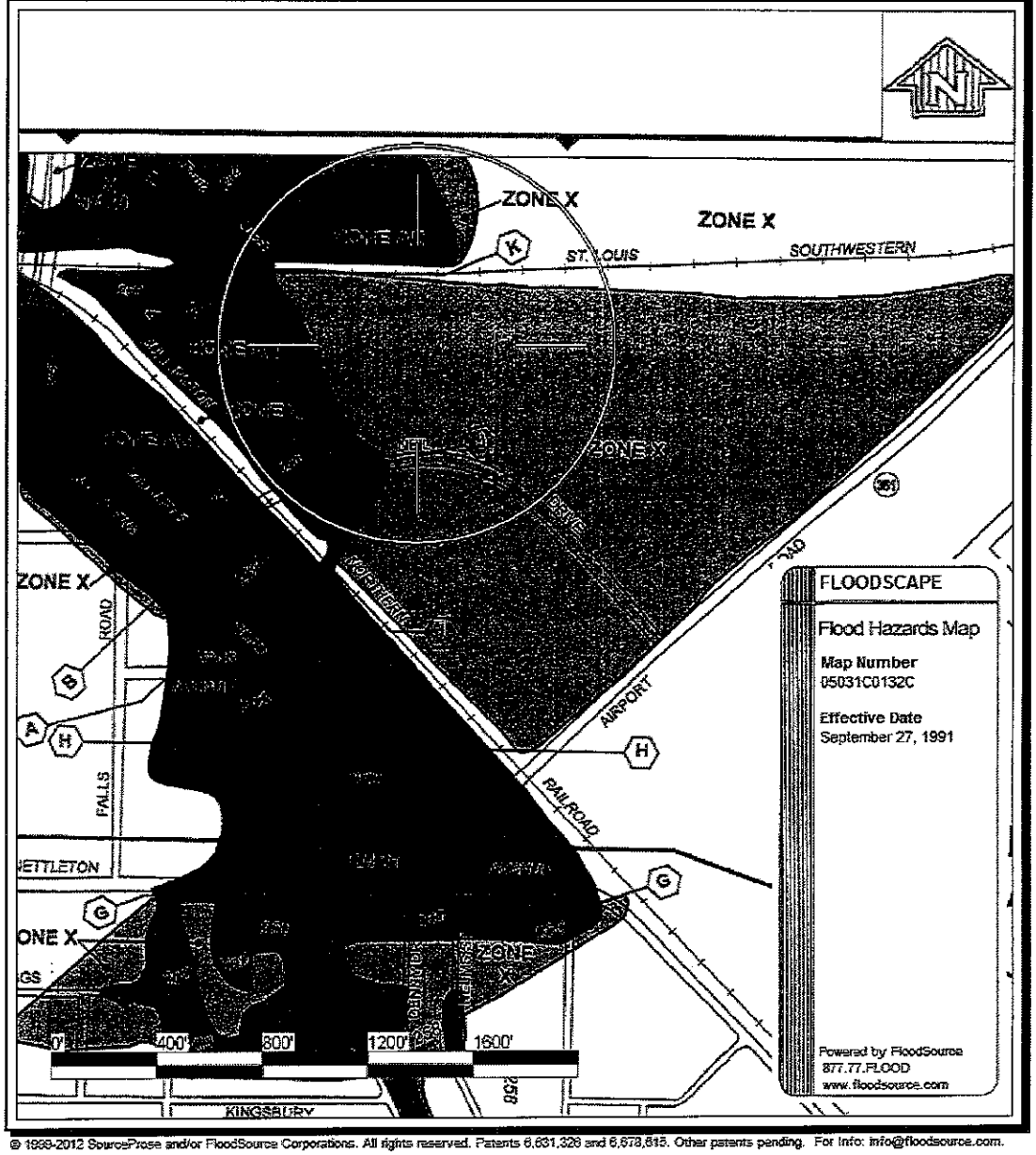
Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County Craighead		State AR	Zip Code 72401
Owner	City of Jonesboro				

InterFlood by a la mode

www.interflood.com • 1-800-252-6633

Prepared for:
Bob Gibson Appraisal Service

Neil Drive
Jonesboro, AR 72401



© 1998-2012 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,328 and 6,678,615. Other patents pending. For info: info@floodsource.com.

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Client	City of Jonesboro				
Address	Neil Drive				
City	Jonesboro	County Craighead	State AR	Zip code 72401	
Owner	City of Jonesboro				

***Apparent** is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

x Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.

___ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.

x Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.

x **The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.**

Comments _____

SANITARY WASTE DISPOSAL

x Sanitary Waste is removed from the property by a municipal sewer system.

___ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.

x **The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments _____

SOIL CONTAMINANTS

x There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

x **The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.**

Comments _____

ASBESTOS

N/A All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.

N/A The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).

N/A **The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.**

Comments _____

PCBs (POLYCHLORINATED BIPHENYLS)

x There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).

x There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).

x **The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments _____

RADON

x The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).

x The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.

x The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.

x **The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments _____

USTs (UNDERGROUND STORAGE TANKS)

x There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.

x There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).

___ There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.

x **The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments _____

NEARBY HAZARDOUS WASTE SITES

x There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.

x **The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments _____

UREA FORMALDEHYDE (UFFI) INSULATION

N/A All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.

N/A The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).

N/A **The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.**

Comments _____

LEAD PAINT

N/A All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.

N/A The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).

N/A **The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments _____

AIR POLLUTION

x There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.

x **The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.**

Comments _____

WETLANDS/FLOOD PLAINS

x The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.

x **The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).**

Comments _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS

x There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:

___ Excess Noise _____
___ Radiation + Electromagnetic Radiation _____
___ Light Pollution _____
___ Waste Heat _____
___ Acid Mine Drainage _____
___ Agricultural Pollution _____
___ Geological Hazards _____
___ Nearby Hazardous Property _____
___ Infectious Medical Wastes _____
___ Pesticides _____
___ Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____

x **The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.**

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Bob Gibson Appraisal Service

Client	City of Jonesboro				
Property Address	Neil Drive				
City	Jonesboro	County Craighead		State AR	Zip Code 72401
Owner	City of Jonesboro				

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

☐ PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

☒ EXTENT OF APPRAISAL PROCESS

☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

☐ The Reproduction Cost is based on _____ supplemented by the appraiser's knowledge of the local market.

☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

☐ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☒ SUBJECT PROPERTY OFFERING INFORMATION

According to Owner the subject property:

☒ has not been offered for sale in the past: ☐ 30 days ☒ 1 year ☐ 3 years.

☐ is currently offered for sale for $ _____ .

☐ was offered for sale within the past: ☐ 30 days ☐ 1 year ☐ 3 years for $ _____ .

☐ Offering information was considered in the final reconciliation of value.

☐ Offering information was not considered in the final reconciliation of value.

☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ SALES HISTORY OF SUBJECT PROPERTY

According to Craighead County Tax Records the subject property:

☒ Has not transferred ☐ in the past twelve months. ☒ in the past thirty-six months. ☐ in the past 5 years.

☐ Has transferred ☐ in the past twelve months. ☐ in the past thirty-six months. ☐ in the past 5 years.

☐ All prior sales which have occurred in the past are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

☒ FEMA FLOOD HAZARD DATA

☒ Subject property is not located in a FEMA Special Flood Hazard Area.

☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X500	05031C0132C	09/27/1991	Jonesboro

☐ The community does not participate in the National Flood Insurance Program.

☒ The community does participate in the National Flood Insurance Program.

☒ It is covered by a regular program.

☐ It is covered by an emergency program.

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☒ CURRENT SALES CONTRACT

☒ The subject property is currently not under contract.
☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.

☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

☐ The contract indicated that personal property was not included in the sale.
☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is $ _____.
☐ Personal property was not included in the final value estimate.
☐ Personal property was included in the final value estimate.
☐ The contract indicated no financing concessions or other incentives.
☐ The contract indicated the following concessions or incentives: _____.
☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

☒ MARKET OVERVIEW

Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on MLS data, appraiser's knowledge of the local market and discussions with brokers and agents.

☒ ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

(1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☐ ADDITIONAL COMMENTS

☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature _____ Effective Date January 24, 2013 Date Prepared January 28, 2013
Appraiser's Name (print) Bob Gibson, CG0247 Phone # 870-932-5206
State AR ☐ License ☒ Certification # CG0247 Tax ID # 71-0792672

STATE CERTIFIED GENERAL APPRAISER No. CG0247 BOB L. GIBSON

☐ CO-SIGNING APPRAISER'S CERTIFICATION

☐ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
☐ The co-signing appraiser has not personally inspected the interior of the subject property and:
☐ has not inspected the exterior of the subject property and all comparable sales listed in the report.
☐ has inspected the exterior of the subject property and all comparable sales listed in the report.
☐ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☐ CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature _____ Effective Date _____ Date Prepared _____
Co-Signing Appraiser's Name (print) _____ Phone # _____
State _____ ☐ License ☐ Certification # _____ Tax ID # _____

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CORRECTION DEED

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of correcting a certain error in the description, namely the Grantee's name, contained in a certain deed dated November 5, 2003, which now appears of record in the office of the Circuit Clerk and Recorder of Craighead County, Arkansas, in Deed Record Book 658 at page 342, the Grantor, Mastercraft International U.S.A., Inc., an Arkansas corporation, does hereby grant, bargain, sell and convey unto Mastercraft Properties, LLC, an Arkansas limited liability company, Grantee, and unto its successors and assigns forever, the following described real property situated in Craighead County, State of Arkansas:

(See Attached Exhibit A)

To have and to hold the same unto the said Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging.

WITNESS my hand and seal on this 26th day of January, 2004.

Jerry Strickland, President

ATTEST:

Johnna Strickland Dobbs, Secretary

This Instrument Prepared By:
BARRETT & DEACON
A Professional Association
Attorneys at Law
Jonesboro, Arkansas

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

[Grantee or Grantee's Agent]
Grantee's Address: 3506 Airport Road
Jonesboro, AR 72401

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me personally appeared Jerry Strickland and Johnna Strickland Dobbs, to me personally well known, who acknowledged that they were the President and Secretary, respectively, of Mastercraft International U.S.A., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 20th day of January, 2004.

Jane E. Dobson
Notary Public

My Commission Expires:
6-15-2012.

F:\USERS\RSJ\Mastercraft\Correction Deed.wpd

OFFICIAL SEAL
JANE E. DOBSON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-15-12

EXHIBIT A

A part of the Northeast Quarter of Section 21, Township 14 North, Range 4 East, being more particularly described as follows:

PARCEL NO. ONE: Begin at the Quarter Corner of Section 21 and 22, Township 14 North, Range 4 East; thence South 0 degree 50'45" West on the Quarter Section line 150.50 feet to the Easterly right of way line of St. Louis San Francisco Railway Company (Burlington/Northern); thence North 43 degrees 17'15" West along said right of way line 917.20 feet to the point of beginning proper, said point being the intersection with the Northerly right of way line of Airport Road; thence North 43 degrees 20' 15" West along said railroad right of way line 1326.37 feet to the Southerly right of way line of Neil Drive, said point being the P.C. of a right of way curve right whose radius = 253.20 feet; thence Northeasterly along said right of way curve 170.06 feet to the P.T. of said right of way curve; thence North 85 degrees 09'24" East along said right of way line 413.76 to the P.C. of said right of way curve whose radius = 447.79 feet; thence Southeasterly along said right of way curve 416.04 feet to the P.T. of said curve; thence South 41 degrees 36'36" East along said right of way line 661.13 feet to the Northerly right of way line of Airport Road; thence South 47 degrees 39'45" West along said right of way line 630.42 feet to the point of beginning proper, containing 16.68 acres, more or less, and being subject to all rights of way and easements of record, subject to a lead track railroad easement (un-defined); and subject to a telephone cable easement, and subject to an electric power line encroachments, and drainage channel encroachments.

PARCEL NO. TWO: Begin at the Quarter Corner of Sections 21 and 22, Township 14 North Range 4 East; thence South 0 degree 50'45" West on the Quarter Section Line 150.50 feet to the Easterly right of way line of St. Louis San Francisco Railway Company (Burlington/Northern); thence North 43 degrees 17'15" West along said right of way 917.20 feet; thence North 43 degrees 20'15" West along said right of way 1382.37 feet; thence North 0degree 24'33" East 5.50 feet to the North right of way line of Neil Drive, said point being on a right of way curve right whose radius = 313.20 feet; thence Northeasterly along said right of way curve 205.57 feet to the P.T. of said curve; thence North 85 degrees 09'24" East along said right of way line 55.25 feet to the centerline of Turtle Creek, the point of beginning proper; thence with the meanderings with said creek centerline as follows: North 15 degrees 49'00" West 438.19 feet; North 29 degrees 04'00" West 239.14 feet to the East boundary of Acrowood South Re-Plat; thence North 0 degree 24'33" East along said Replat line 47.10 feet to the South right of way line of the St. Louis Southwestern Railroad; thence South 88 degrees 36'15" East along said right of way line 255.59 feet; thence South 41 degrees 36'36" East 771.92 feet; thence South 48 degrees 21'30" West 98.90 feet to the Northeasterly right of way line of Neil Drive, said point being on a right of way curve left whose radius = 507.79 feet; thence Westerly along said right of way curve 101.87 feet to the P.T. of said curve; thence South 85 degrees 09'24" West along said right of way line 358.51 feet to the point of beginning proper, containing 6.19 acres, more or less, subject to all rights of way and easements of record, and subject to a telephone cable easement, subject to a lead track easement (un-defined) and subject to drainage channel encroachments.

THE ABOVE DESCRIBED PARCELS ARE ALSO A PART OF TRACT NO. ONE OF THE PLAT OF JONESBORO MUNICIPAL AIRPORT AS RECORDED IN DEED RECORD 48 PAGE 251.

DEED BOOK 663 PAGE 123 - 125
DATE 01/30/2004
TIME 10:04:34 AM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Shannon Vickers D.C.
RECEIPT# 114886

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Neil Drive, Jonesboro, AR 72401

APPRAISER:	**SUPERVISORY APPRAISER (only if required):**
Signature:	Signature:
Name: Bob [illegible] CG0247	Name:
Date Signed: January 28, 2013	Date Signed:
State Certification #: CG0247	State Certification #:
or State License #:	or State License #:
State: AR	State:
Expiration Date of Certification or License: 06/30/2013	Expiration Date of Certification or License:

STATE CERTIFIED GENERAL No. CG0247 BOB L. GIBSON

☐ Did ☐ Did Not Inspect Property

Form ACR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Client	City of Jonesboro			File No.	
Property Address	Neil Drive				
City	Jonesboro	County Craighead		State AR	Zip Code 72401
Owner	City of Jonesboro				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☐ **Self Contained** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ **Summary** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Use** (A written report prepared under Standards Rule 2-2(c) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

— The statements of fact contained in this report are true and correct.

— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

— Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

— Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

— I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

— My engagement in this assignment was not contingent upon developing or reporting predetermined results.

— My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER:

Signature:

Name: Bob Gisson, CG0247

Designation: Certified General

Date Signed: January 28, 2013

State Certification #: CG0247

or State License #:

State: AR

Expiration Date of Certification or License: 06/30/2013

Effective Date of Appraisal: January 24, 2013

ARKANSAS APPRAISER LICENSING AND CERTIFICATION BOARD — STATE CERTIFIED GENERAL No. CG0247 — BOB L. GISSON

SUPERVISORY APPRAISER (only if required):

Signature:

Name:

Designation:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser inspection of Subject Property:

☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

File No.

QUALIFICATIONS OF
BOB L. GIBSON

POSITION: Real Estate Appraiser/Consultant, 420 W. Jefferson, Jonesboro, AR, 72401 Telephone: (870) 932-5206

PROFESSIONAL EXPERIENCE:

Chief Appraiser for Home Federal Savings. 1965 to 1975, Fee Appraiser for area financial and real estate concerns, 1965 to 1980

President of H.S.C. Service Corporation. Developed three (3) Subdivisions, constructed single-family homes, one hotel, and numerous condominiums from 1975 to 1990

EDUCATION:

B.S. Degree in Business Administration and Minor in Economics from Arkansas State University in 1965
Graduate of School of Savings & Loans at University of Indiana, Bloomington, Indiana 1979 to 1982
U.S. League of Savings Associations Appraised Study Course 1965
Principles of Real Estate Appraising-1968 Audit, Arkansas State University
National Association of Independent Fee Appraisers, Principles of Residential Real Estate 1990
NAIF Income Property Appraising 1990
Marshall and Swifts Valuation Guides Seminar - Residential and Commercial Cost Approach 1990
The Appraisal Institute - Real Estate Appraisal Methods 1991
Uniform Standards of Professional Appraisal Practice 1991
Techniques of Income Property Appraising 1991
Uniform Residential Appraisal Report Seminar, IFA, Jonesboro, AR 1993
FIRREA: Overview and Practical Application Seminar, IFA, Jonesboro, AR 1994
American Disabilities Act Seminar, I.F.A., Jonesboro, AR 1993
HUD Guidelines - Lender Selection of the Appraiser, I.F.A., Little Rock, AR 1994 - Member of Lender Appraiser Selection Roster, HUD, Little Rock, AR
Appraiser Accountability and Legal Liabilities Seminar, Arkansas Appraisal Foundation, Little Rock, AR 1995
Standards of Professional Practice, I.F.A., Jonesboro, AR 1996
HUD/FHA Appraiser Training, HUD/FHA, Hot Springs, AR 1996
Legal Journal, West Memphis, AR 1998
Principles of Condemnation, San Antonio, TX 1999
Arkansas Appraisal Board Annual Meeting, Little Rock, AR 2000
USPAP, Kelton Schools, Jonesboro, AR 2000
USPAP Update, RCI, Jonesboro, AR 2003
USPAP, Lincoln Graduate Center, San Antonio TX 2004
Fannie Mae Underwriting, NEA Mortgage Bankers, Jonesboro AR 2004
Day With the Board, Little Rock AR 2004
Day With the Board, Little Rock AR 2005
Day With the Board, Little Rock AR 2006
USPAP Update, RCI, Jonesboro, AR 2006
Effective Communications in Appraisal Practice, RCI, Jonesboro, AR 2006
Day With the Board, Little Rock AR 2007
USPAP Update, RCI, Jonesboro, AR 2008
Mortgage Fraud, RCI, Jonesboro AR 2008
Day With the Board, Little Rock AR 2008
USPAP, RCI, Russellville AR 2009
Basic Income Capitalization, RCI, Russellville AR 2009
Report Writing, RCI, Russellville AR 2009
USPAP Update, RCI, Joneboro AR 2010
USPAP Update, RCI, Jonesboro AR 2012
Effective Communications in Appraisal Practice, RCI, Jonesboro AR 2012
Appraising FHA Today, McKissock.com 2012
Construction Details and Trends, McKissock.com 2012

PROFESSIONAL MEMBERSHIP:

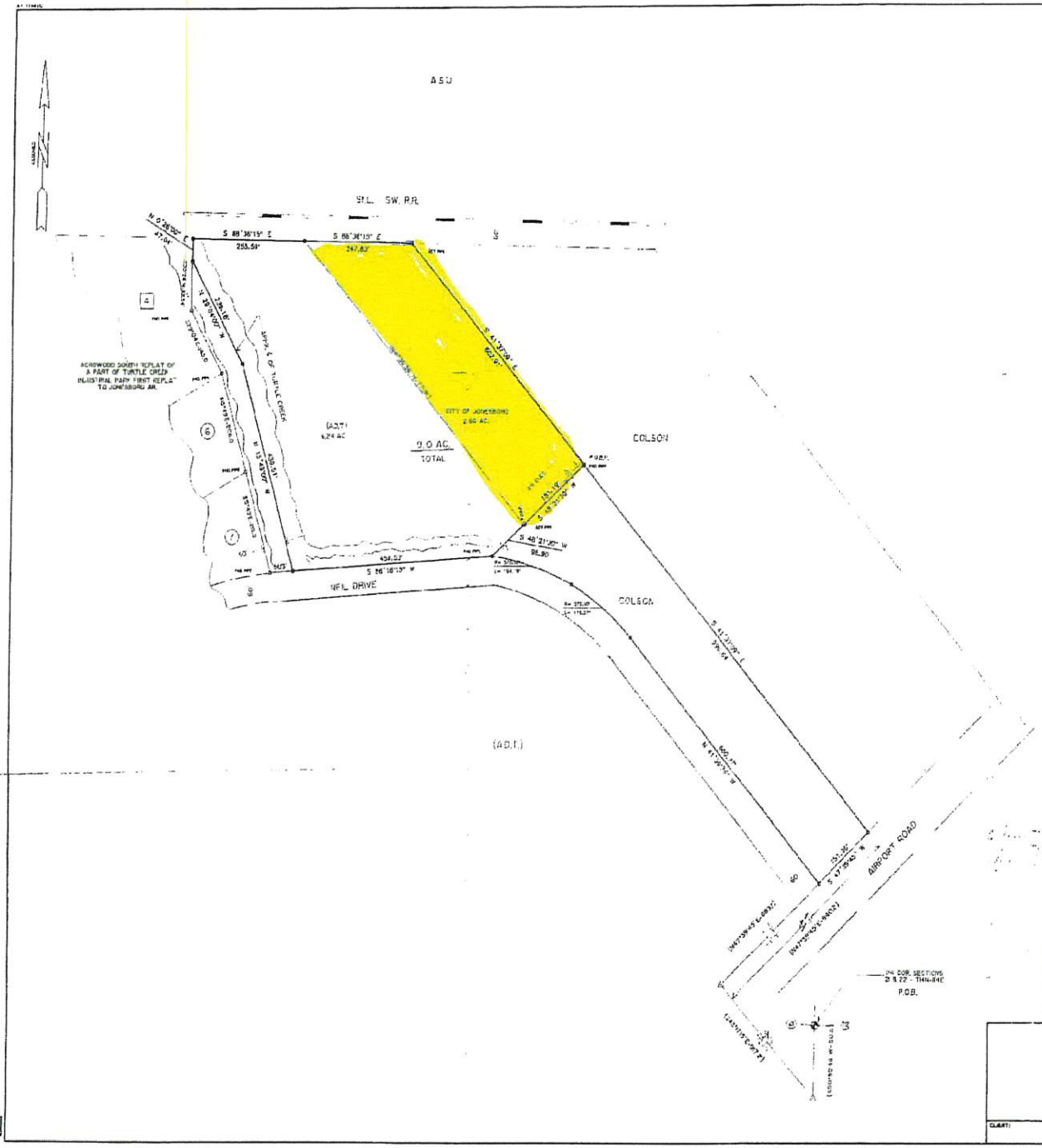
Charter Member of National Society of Environmental Consultants
Master Senior Appraisers (MSA), National Association of Master Appraisers

CERTIFICATION AND DESIGNATION:

State Certified Residential Appraiser #CG0247, December 28, 1991
State Certified General Appraiser #CG0247, January 6, 1992

PARTIAL LIST OF CLIENTS:

Belz-Burrow, Regions Bank, Simmons Bank, First Financial Mortgage, Fowler Foods, Liberty Bank, Bank of America, iBERIABANK*fsb*, BancorpSouth, First Security Bank, Focus Bank, City of Jonesboro, First National Bank, Unico Bank, Integrity First Bank, Summit Bank, Southern Bank


ASU
ST.L. SW. R.R.
S 88°36'15" E
255.59'
S 88°36'15" E
247.83'
S 41°37'00" E
602.97'
N 0°34'00" E
47.04'
ACRWOOD NORTH REPLAT OF A PART OF TURTLE CREEK INDUSTRIAL PARK FIRST REPLAT TO JONESBORO AR.
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SSS
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UUU
VVV
WWW
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ZZZ
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BBBB
CCCC
DDDD
EEEE
FFFF
GGGG
HHHH
IIII
JJJJ
KKKK
LLLL
MMMM
NNNN
OOOO
PPPP
QQQQ
RRRR
SSSS
TTTT
UUUU
VVVV
WWWW
XXXX
YYYY
ZZZZ
AAAAA
BBBBB
CCCCC
DDDDD
EEEEE
FFFFF
GGGGG
HHHHH
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PPPPP
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REAL ESTATE CONTRACT

(OFFER AND ACCEPTANCE)

1. **Seller:** City of Jonesboro

2. **Buyer:** MCP Investments, LLC

3. **Property Description and Address:** The Buyer offers to buy, and the Seller agrees to sell, subject to the terms set forth herein, the following described real estate hereinafter referred to as "Property":

   A part of the NE1/4 of Section 21, Township 14 North, Range 4 East, being more particularly described as follows:

   Begin at the ¼ Corner of Section 21 and 22, Township 14 North, Range 4 East; thence S0° 50' 45"W 150.5'; thence N43° 17' 15"W 917.2'; thence N47° 39' 45"E 840.2'; thence N41° 37' 09"W 996.64' to the Point of Beginning proper; thence S48° 21' 30"W 181.19'; thence N41° 36' 36"W 771.91' to the south R/W line of the St. Louis/Southwestern Railroad; thence S88° 36' 15"E along said R/W Line 247.63'; thence S41° 37' 09"E 602.91' to the Point of Beginning proper, containing 2.86 acres, more or less, subject to all rights of way and easements of record.

4. **Purchase Price:** Buyer will pay the sum of $14,000.00.

5. **Earnest Money:** Buyer tenders the sum of $1.00 as earnest money, to be credited against the purchase price at closing. If seller is unable to deliver clear title to the Property, or otherwise fails or refuses to close, the earnest money shall be returned to Buyer. If Buyer fails to close on the Property or otherwise fails to fulfill their obligations, the earnest money shall become liquidated damages to the Seller.

6. **Conveyance:** At closing, conveyance shall be made to Buyer by General Warranty Deed, except it shall be subject to recorded restrictions and easements, if any.

7. **Title Insurance:** No title insurance shall be required or provided.

8. **Pro-rations:** Real estate taxes and special assessments for all the prior years shall be paid by Seller. Real estate taxes and special assessments for the current year shall be pro-rated as of the closing date based upon the most current tax statement.

9. **Closing:** The closing date shall be January 21, 2021, or such other date as mutually agreed by the Buyer and Seller.

10. **Possession:** Buyer shall have possession of the Property at closing on January 21, 2021.

11. **Inspection:** Buyer certifies that Buyer will inspect the Property prior to closing and is not relying upon any warranties, representations, or statements of Seller. Buyer agrees to accept the Property in its present condition.

12. **Closing Cost:** All other closing cost shall be split between Buyer and Seller unless expressly noted otherwise.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER. IF EITHER PARTY DOES NOT UNDERSTAND THE TERMS OF THIS CONTRACT, THEY SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.

Buyer:

MCP Investments by

Signature

20-0619566

SSN/TIN

3506 Airport Rd

Address

870 3335609

Phone #

Jonesboro, AR 72401

City/State/Zip

mcp.jonesboro@gmail.com

E-mail Address

This offer is accepted by the Seller this _____ day of _____, _____.

Seller:

Signature

SSN/TIN

Address

Phone #

City/State/Zip

E-mail Address

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-21:009	**Version:**	1	**Name:**	DECEMBER 2020 FINANCIAL REPORTS
Type:	Other Communications			**Status:**	To Be Introduced
File created:	1/28/2021			**In control:**	City Council
On agenda:				**Final action:**	
Title:	DECEMBER 2020 FINANCIAL REPORTS				
Sponsors:	Finance				
Indexes:	Financial reports and other communications				
Code sections:					
Attachments:	Financial Overview December 2020 2020 Year End High-Level Summary $ Variance Analysis Observations Regarding December 2020 Financial Statements Statement of Changes in FB, Required Reserve and STIP Balance December 2020 Deposit Collateralization Report December 2020 Revenue Report December 2020 Expenditure Report December 2020 Sales Tax Report (Combined) December 2020 State Turnback Report (Combined) December 2020				

Date	Ver.	Action By	Action	Result

DECEMBER 2020 FINANCIAL REPORTS

City of Jonesboro
Overview of Observations Regarding Financial Statements
December 2020

Select Data - Year to Date	Actual	Budget	$ Variance	% Change	Status
Revenue	$ 67,561,172	$ 64,489,535	$ 3,071,637	5%	Favorable
Expense	66,105,918	73,419,955	(7,314,037)	-10%	Favorable
Surplus (Deficit)	$ 1,455,254	$ (8,930,420)	$ 10,385,674		Favorable
Select Data - Year to Date	**Actual**	**Budget**	**$ Variance**	**% Change**	**Status**
Sales Tax (Combined)	$ 35,896,041	$ 34,014,000	$ 1,882,041	6%	Favorable
State Turnback (Combined)	4,427,550	4,268,000	159,550	4%	Favorable
State Highway 1/2 Cent Sales Tax	1,647,559	1,550,000	97,559	6%	Favorable
Fuel Purchases	756,074	1,202,216	(446,142)	-37%	Favorable
Select Data - Year to Date	**Curr Yr**	**Prev Yr**	**$ Variance**	**% Change**	**Status**
Franchise Fee	$ 1,565,621	$ 1,715,784	$ (150,163)	-9%	Unfavorable
A & P Tax	565,553	692,688	(127,135)	-18%	Unfavorable
Alcohol Beverage Tax	395,970	484,939	(88,969)	-18%	Unfavorable

Overview:

- **10 measurable goals - 7 are Favorable comparing to budget. 3 are Unfavorable comparing to previous year.**

- **Projections forecasted a budget deficit of ($8.9) million for the year. Actual performance is a surplus of $1.5 million, resulting in a favorable variance of approximately $10.4 million for the year.**

- **Current surplus includes unbudgeted revenue of $1.2 million resulting from settlement of insurance claims relating to tornado destruction of City property, and $2.6 million resulting from Covid Grant money. Approximatley $250,000 in expenses relating to the tornado destruction have been incurred. Considering this, surplus is approximately $6.8 million favorable compared to budget for the year. Considering this non-recurring activity, revised Revenue & Expense % change would be (1%) and (10%), respectively.**

- **Revenue distributions from sales activities continue to perform better than year-to-date budget projections. The current month Sales Tax Distribution, representing tax activity from two months prior, continue the previous trend of revenues exceeding the same month of the previous year; however, we continue to monitor for COVID-19 impact in sales tax revenues.**

- **This report illustrates continuing pressure on A&P and Alcohol Beverage Tax YTD.**

- **The large swing in Actual to Budget variances can be attributed to various projects, primarily Federal Grant related, in which the timing of the projects did not align with the 2020 Budget year. Applicable projects have been re-budgeted for FY 2021.**

City of Jonesboro
2020 Year End High-Level Summary $ Variance Analysis

Revenue	(millions)
Favorable Var	$ 3.1

Expenditures	(millions)
Favorable Var	$ 7.3

Surplus	(millions)
Favorable Var	$ 10.4

O&M Revenue	
Fav Var	$ 4.9
Sls Tax	1.9
Tornado Ins Claim	1.2
Street Tx-TB & Road	0.7
E-911 (PSAP Dist)	0.6
Other	0.5
	$ 4.9

O&M Expenditures	
Fav Var	$ 1.9
Fav Var- GF Dept	1.7
Fav Var-Street	0.3
Outside Agencies	0.4
Covid Exp	(0.1)
Tornado Exp	(0.3)
Other	(0.1)
	$ 1.9

O&M Surplus	
Fav Var	$ 6.8

Other Funds Revenue	
Unfav Var	$ (1.8)
Cares Grant	2.7
Grant Projects	(3.7)
Other	(0.8)
	$ (1.8)

Other Funds Expenditures	
Fav Var	$ 5.4
Cap Imp Projects	1.5
Grant Projects	3.2
Other	0.7
	$ 5.4

Other Funds Surplus	
Fav Var	$ 3.6

Favorable Var	$ 3.1

Favorable Var	$ 7.3

Favorable Var	$ 10.4

Consistent with the structure of the 2021 Budget - results if Budget for Grant Projects had been considered as anticipated and budget $ deferred until such time as the project comes on-line

Grant Projects Var	$ 3.7
Favorable Var	$ 6.8

Grant Projects Var	$ (3.2)
Favorable Var	$ 4.1

Grant Projects Var	$ 0.5
Favorable Var	$ 10.9

Observations Regarding December 2020 Financial Statements

1) Operation and Maintenance Fund Revenues exceeded expenditures by $2,905,739 year to date. Other Funds Revenues were less than Expenditures by ($1,450,485) year to date, resulting in a net All Funds Ending Balance increase of $1,455,254 through December.
2) Operation and Maintenance Fund Balances totaled $30.3 million through December.
3) Operation and Maintenance Fund Revenues for December were $456,064 higher than budget. All Funds Revenues for December were ($3,704,530) lower than budget. Operation and Maintenance Fund Revenues YTD have increased 11.8% compared to prior year.
4) Operation and Maintenance Fund Expenditures for December were $728,993 lower than budget. All Funds Expenditures for December were $5,381,620 lower than budget. Operation and Maintenance Fund Expenditures YTD have increased 8.6% compared to prior year.
5) Combined Sales Tax Revenues for December were $86,193, or 3% higher than the prior year. The amount was $101,546, or 3.6% higher than budget. Year to date increases were 5.9% and 5.5%, respectively comparing previous year actual and current year budget.
6) Combined State Turnback Revenues for December were $5, or 0% higher than prior year. The amount was ($3,748), or (1.1%) lower than budget. Year to date increases were 3.8% and 3.7%, respectively comparing previous year actual and current year budget. State Highway 1/2 Percent Sales Tax Revenues for December were ($2,011), or (1.5%) lower than prior year. The amount was $5,640, or 4.4% higher than budget. Year to date increases were 1.7% and 6.3%, respectively comparing previous year actual and current year budget.
7) Franchise Tax Revenues for December decreased ($15,000), or (2.3%) compared to prior year.
8) Advertising and Promotion Tax Revenues (Hotel/Motel) for December decreased ($18,372), or (30.5%) compared to prior year. Year to date receipts were (18.4%) lower than prior year.
9) Alcohol Beverage Tax Revenues for December decreased ($16,843) , or (38.6%) compared to prior year. Year to date receipts were (18.3%) lower than prior year.
10) Fuel Purchases for December decreased $19,997, or 25.1% compared to prior year. Purchases were $40,471, or 40.4% lower than budget. Gallons purchased for December decreased 1,526 gallons, or 3.9% compared to prior year. Year to date The City of Jonesboro has spent $275,473 or 26.7% less in Fuel while purchasing 34,482 or 6.8% 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 $11,022,890 and $2,299,558, respectively. The balances increased $660,083 in the old plan and $175,723 in the new 401A plan from the prior month.

City of Jonesboro, Arkansas
Changes in FB, Required Reserves and STIP Balances
December 2020

Changes in Fund Balance- Cash Basis

Funds	Year to Date Revenues	Year to Date Expenditures	$ Variance	Beginning Fund Balances	Ending Fund Balances
General	$ 51,973,121	$ 47,596,776	$ 4,376,345	$ 20,186,597	$ 24,562,942
Street	7,214,409	9,054,117	(1,839,708)	6,043,971	4,204,263
Emergency 911	1,750,261	1,414,498	335,763	472,554	808,317
Cemetery	44,246	10,906	33,339	749,099	782,439
Operations & Maintenance Funds Totals	**$ 60,982,037**	**$ 58,076,298**	**$ 2,905,739**	**$ 27,452,222**	**$ 30,357,961**
Capital Improvement	$ 238,962	$ 3,470,662	$ (3,231,700)	$ 4,548,446	$ 1,316,746
Advertising & Promotion	572,069	540,172	31,897	394,924	426,821
Federal Grant Funds	3,858,373	1,721,681	2,136,692	118,085	2,254,777
Community Development Block Grant	698,824	779,839	(81,015)	55,252	(25,763)
Metropolitan Planning Organization	131,034	129,838	1,196	124,054	125,249
Jonesboro Economical Transportation System	894,800	1,284,587	(389,787)	140,851	(248,937)
Non-Federal Grant Funds	185,073	102,841	82,232	27,386	109,618
Other Funds Totals	**$ 6,579,135**	**$ 8,029,620**	**$ (1,450,485)**	**$ 5,408,997**	**$ 3,958,512**
All Funds Grand Totals	**$ 67,561,172**	**$ 66,105,918**	**$ 1,455,254**	**$ 32,861,219**	**$ 34,316,472**

Required Reserves

Funds	Fund Balances	Required Reserves	$ Variance
General	$ 24,562,942	$ 6,637,243	$ 17,925,699
Street	4,204,263	964,915	3,239,348
Emergency 911	808,317	215,951	592,366
Cemetery	782,439	2,294	780,145
O & M Funds Reserve Totals	**$ 30,357,961**	**$ 7,820,403**	**$ 22,537,558**

STIP Balances

Description	Job Number	Total Set Aside	Amount Expended	Balance
Hwy.1- Hwy. 1B (Jonesboro) (S)	895	$ 160,000	$ 145,164	$ 14,836
Parker Rd. - South (Hwy. 18) (Jonesboro (S)	881	400,000	286,576	113,424
Hwy. 18/Main St./Highland Dr. Inters. Impvts. (Jonesboro) (S)	872	1,000,000	1,163,895	(163,895)
BNSF Railroad Overpass (Hwy.18) (Jonesboro (S)	824	3,100,000	3,100,000	-
I-555 - Hwy. 49 (Commerce Dr. Ext.)(Jonesboro)(S)	657	-	-	-
I-555/Hwy. 49 Intchg. Impvts. (Red Wolf Blvd.) (Jonesboro) (S)	837	1,400,000	1,400,000	-
Hwy. 49/Parker Rd. Int. Impvts.(Jonesboro)(S)	879	200,000	195,367	4,633
Jonesboro City Limits - Hwy. 63 (Jonesboro)(S)	938	-	-	-
Hwy. 226S- L.M. 1.94 (Jonesboro)(S)	xxx	-	-	-
BNSF Railroad- Hwy. 49 (Airport Rd.) (Jonesboro)(S)	899	150,000	68,983	81,017
Hwy. 351 RR Overpass (Airport Rd.) (Jonesboro)(S)	942	1,400,000	-	1,400,000
Total		**$ 7,810,000**	**$ 6,359,985**	**$ 1,450,015**

City of Jonesboro, Arkansas
Deposit Collateralization Report
December 2020

Centennial Bank

Account Description	Balance
General	$ 22,886,297.93
General Certificates of Deposit	-
Jonesboro Softball	658.04
Capital Improvements	1,318,391.23
Federal Grant Funds	6,134.01
Cemetery Fund	783,266.47
Non Federal Grants	114,935.92
Operating/AP Clearing	788,421.80
Payroll Tax Clearing	10,120.51
Payroll Clearing	94,517.40
Credit Card	9,311.00
Street	4,710,566.58
E-911	823,213.58
Advertising & Promotion	426,820.71
C.D.B.G.	75,295.10
MPO	126,943.20
J.E.T.S.	75,515.46
Non Uniform Pension Payee	47,088.82
Total Bank Balances	**$ 32,297,497.76**

Irrevocable Letters of Credit	$ 32,000,000.00
Other Pledged Securites	$ 3,250,000.00
FDIC Insurance	250,000.00
Total Collateralized Balances	**$ 35,500,000.00**

First Community

Account Description	Balance
General Fund Certificates of Deposit	$ 4,231,341.64
Total Bank Balances	**$ 4,231,341.64**

Irrevocable Letters of Credit	$ 4,100,000.00
FDIC Insurance	250,000.00
Total Collateralized Balances	**$ 4,350,000.00**

***All City cash balances are properly collateralized.**

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
Finance						
Privilege Licenses	$ 5,077	$ 6,000	$ (923)	$ 1,186,882	$ 1,190,000	$ (3,118)
Police						
Fingerprint/Background Reports	671	500	171	9,369	6,000	3,369
Miscellaneous Revenue	7,477	2,083	5,393	112,172	25,000	87,172
Misc. Police False Alarms	250	250	-	3,425	3,000	425
Police Training Revenue	-	667	(667)	26,115	8,000	18,115
Property Tax - LOPFI	13,724	10,000	3,724	717,158	630,000	87,158
10% of Fines - LOPFI Police	6,514	6,000	514	88,901	90,500	(1,599)
Act 1274 Child Seat Law	74	83	(10)	650	1,000	(350)
Accident Reports	6,042	6,667	(625)	109,456	80,000	29,456
Fire						
Miscellaneous Revenue	4	-	4	6,065	-	6,065
CWL Fire Truck Contribution	-	-	-	500,000	500,000	-
Property Tax - LOPFI	13,724	10,000	3,724	717,158	630,000	87,158
CWL - Fire Truck	1,753	1,667	86	21,038	20,000	1,038
CWL Fire Hydrant Maintenance	-	-	-	60,000	60,000	-
SRO						
SRO Reimbursement - Schools	-	-	-	852,962	862,125	(9,163)
Inspections						
Electrical Permits	7,868	6,000	1,868	114,897	125,000	(10,103)
Plumbing Permits	10,507	4,000	6,507	109,655	135,000	(25,345)
Building Permits	23,123	14,500	8,623	481,960	400,000	81,960
HVAC Permits	8,018	6,000	2,018	80,308	100,000	(19,692)
Demolition Permits	350	500	(150)	8,700	5,000	3,700
Cert of Occupancy Permits	450	500	(50)	15,850	6,000	9,850
Animal Control						
Dog Recovery	2,180	3,750	(1,570)	45,152	45,000	152
Planning						
Misc. MAPC/BZA Revenue	1,600	3,000	(1,400)	45,241	35,000	10,241
SFR Planning Review Fee	2,225	2,250	(25)	33,250	28,000	5,250
CBP Planning Review Fee	2,500	2,000	500	69,350	50,000	19,350
Subdivision Planning Fee	2,000	3,500	(1,500)	38,508	30,000	8,508
Signage Permit Fee	2,745	2,500	245	24,950	25,000	(50)
Mapping & Duplicating Fee	1,050	300	750	6,642	5,000	1,642
Right-of-way Fee	-	-	-	1,530	-	1,530
Parking						
Parking Fines	-	-	-	25	-	25
Information Systems						
Miscellaneous Revenue	644	-	644	7,167	-	7,167
Court Services						
Probation Fees Received	15,566	37,000	(21,434)	210,397	275,000	(64,603)
Building Maintenance						
Miscellaneous Revenue	-	-	-	326	-	326
Code Enforcement						
Miscellaneous Revenue	-	-	-	931	-	931
Mowing	3,384	4,500	(1,116)	38,203	45,000	(6,797)
Sanitation-Administration						
Miscellaneous Revenue	1,310	-	1,310	6,987	-	6,987

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
Sanitation-Incinerator						
Miscellaneous Revenue	-	-	-	880	-	880
Incinerator Tipping Fees	3,642	2,000	1,642	42,039	35,000	7,039
Sanitation-Recycling						
Recycling Proceeds	3,492	833	2,659	40,261	10,000	30,261
Sale of City Property	625	417	208	9,550	5,000	4,550
Parks Administration						
Miscellaneous Revenue	-	-	-	2,019	-	2,019
Community Centers						
Miscellaneous Revenue	-	-	-	467	-	467
E.B. Watson Center Revenue	440	400	40	3,400	6,000	(2,600)
Earl Bell Center Revenue	680	500	180	5,478	8,000	(2,523)
Allen Park Revenue	915	500	415	3,775	11,000	(7,225)
Parker Park Revenue	-	500	(500)	2,590	7,000	(4,410)
Tennis Court Fees	-	42	(42)	-	500	(500)
Contract Instructor Fees	22	100	(78)	1,705	2,000	(296)
Miracle League						
ML-Miscellaneous Revenue	-	42	(42)	112	500	(388)
ML-Youth League Concessions	-	-	-	-	3,250	(3,250)
ML-Sponsorships	-	500	(500)	2,700	7,000	(4,300)
ML-League Entry Fees	-	900	(900)	1,250	5,000	(3,750)
ML-Field Rental	-	-	-	100	-	100
ML-Donations	1,050	417	633	5,443	5,000	443
Joe Mack Campbell Park						
Joe Mack Campbell Park Revenue	5,000	350	4,650	20,910	15,000	5,910
JMC-Sponsorships	-	-	-	204,250	50,000	154,250
Outside Maintenance						
BBQ Fest Revenue	-	40,250	(40,250)	-	110,000	(110,000)
Jonesboro Pool Center						
JPC-Miscellaneous Revenue	-	-	-	806	-	806
JPC Concessions	-	-	-	23,200	20,000	3,200
JPC Admissions	-	-	-	29,524	33,000	(3,476)
JPC Rentals	-	-	-	6,620	12,000	(5,380)
Craighead Forest Park						
CFP-Miscellaneous Revenue	-	-	-	1,671	-	1,671
Pavilion Rentals	-	-	-	6,370	25,000	(18,630)
Campground Fees	7,147	5,000	2,147	105,216	85,000	20,216
Winter Wonderland						
WWL-Miscellaneous Revenue	4,916	-	4,916	4,916	-	4,916
WWL-Skating Rink Concession	2,116	750	1,366	2,245	1,500	745
WWL-Skating Rink Admissions	8,647	6,450	2,197	9,373	7,000	2,373
WWL-Skating Rink Rental	910	750	160	1,078	1,500	(422)
Winter Wonderland Donations	-	750	(750)	130	750	(620)
WWL-Skating Rink Donations	3	-	3	3	-	3
Southside Softball						
SS-Miscellaneous Revenue	860	-	860	6,651	-	6,651
SS-Youth Leage Concessions	-	-	-	19,865	45,000	(25,135)
SS-Youth Tournament Concession	-	-	-	37,378	75,000	(37,622)
SS-Adult League Concessions	-	-	-	20,500	12,000	8,500

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
SS-Adult Tournament Concession	-	-	-	27,719	10,000	17,719
SS-Sponsorships	-	-	-	9,900	5,000	4,900
SS-League Entry Fees	2,120	-	2,120	72,883	75,000	(2,117)
SS-Tournament Entry Fees	-	-	-	24,325	25,000	(675)
SS-Gate Fees	-	-	-	25,977	20,000	5,977
SS-Field Rental	-	-	-	8,235	2,500	5,735
Cemetary Care						
Burial Permits	4,105	3,000	1,105	43,783	35,000	8,783
Urban Parks						
UP-Miscellaneous Revenue	-	-	-	121	-	121
Mayor						
Miscellaneous Revenue	-	-	-	1,062	-	1,062
Parks Sports Programs						
SP-Miscellaneous Revenue	-	-	-	2,793	-	2,793
General Admin						
Interfund Transfer In	-	34,319	(34,319)	-	34,319	(34,319)
Civil Court Costs	39,685	18,750	20,935	105,855	225,000	(119,145)
Fines	48,989	60,000	(11,011)	916,554	950,000	(33,446)
State Turnback Funds	60,068	72,785	(12,718)	997,977	1,060,000	(62,023)
Interest Earned	64,466	45,683	18,783	521,305	418,825	102,480
Miscellaneous Revenue	2,051	1,500	551	87,511	50,000	37,511
Misc. Mun. Court Receipts	264	-	264	11,972	80,000	(68,028)
Domestic Refuse	278	333	(56)	3,368	4,000	(632)
Municipal Center Leases	11,778	7,612	4,166	106,814	91,344	15,470
Tower Rentals	2,100	-	2,100	6,825	-	6,825
County Sales Tax	1,300,985	1,218,199	82,786	15,859,441	14,664,000	1,195,441
City Sales Tax	1,622,630	1,603,873	18,757	20,036,609	19,350,000	686,609
Craighead County Court Rental	-	-	-	28,022	28,022	0
Franchise Tax Revenue	52,370	50,000	2,370	1,565,621	1,600,000	(34,379)
Liab Ins Equip Act 27-22-101	5,468	6,500	(1,032)	117,567	110,000	7,567
Alcohol Beverage Tax	26,913	40,000	(13,087)	395,741	460,000	(64,259)
Sale of City Property	4,930	1,000	3,930	23,688	20,000	3,688
District Court Jail Defrayment	9,638	1,667	7,972	138,116	20,000	118,116
Communications						
Miscellaneous Revenue	-	-	-	2,600	-	2,600
Grants Administration						
Miscellaneous Revenue	-	-	-	598	-	598
Earmarked Funds	82,084	74,710	7,374	4,456,284	3,036,710	1,419,574
General Fund Totals	**$ 3,522,216**	**$ 3,435,598**	**$ 86,618**	**$ 51,973,121**	**$ 48,387,345**	**$ 3,585,776**

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
Street General Admin						
State Turnback Funds	$ 269,222	$ 254,000	$ 15,222	$ 3,386,345	$ 3,048,000	$ 338,345
State Turnback Funds-Hwy Const	134,807	129,168	5,639	1,647,559	1,550,000	97,559
Interest Earned	5,027	12,500	(7,473)	79,189	150,000	(70,811)
Miscellaneous Revenue	491	-	491	48,701	20,000	28,701
County Road Tax	31,606	25,000	6,606	1,780,256	1,450,000	330,256
Natural Gas Severance Tax	7,082	13,333	(6,252)	43,828	160,000	(116,172)
Street Department						
Miscellaneous Revenue	-	-	-	1,808	-	1,808
Street Plate Fees	120	375	(255)	3,480	4,500	(1,020)
Barricade Fees	-	-	-	60	1,000	(940)
Asphalt Repair Fees	230	1,083	(853)	12,190	13,000	(810)
Sign & Post Fees	-	83	(83)	1,400	1,000	400
Engineering						
Miscellaneous Revenue	-	-	-	335	-	335
Floodplain Permits	25	50	(25)	12,716	4,500	8,216
Drainage Permits	91	-	91	91	-	91
Road/Lane Closure Permits	-	42	(42)	1,125	500	625
Residential Site Permits	1,250	1,000	250	19,075	15,500	3,575
Stormwater Grading Permits	1,550	1,000	550	71,041	46,000	25,041
Stormwater Management Permits	-	2,150	(2,150)	37,925	35,000	2,925
Driveway Permits	1,850	1,600	250	23,710	20,000	3,710
Stormwater Appeal Fees	-	-	-	200	-	200
Encroachment Permits	-	-	-	100	-	100
Non-Budgetable Revenue						
Insurance Claim Recovery	-	-	-	43,275	-	43,275
Street Fund Totals	**$ 453,350**	**$ 441,384**	**$ 11,966**	**$ 7,214,409**	**$ 6,519,000**	**$ 695,409**
Emergency 911 Fund Totals	**$ 364,771**	**$ 8,396**	**$ 356,375**	**$ 1,750,261**	**$ 1,143,544**	**$ 606,717**
Cemetery Fund Totals	**$ 4,105**	**$ 3,000**	**$ 1,105**	**$ 44,246**	**$ 35,000**	**$ 9,246**
O&M FUNDS TOTALS	**$ 4,344,442**	**$ 3,888,378**	**$ 456,064**	**$ 60,982,037**	**$ 56,084,889**	**$ 4,897,148**

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
Capital Improvement Fund Totals	**$ 14,914**	**$ 264,914**	**$ (250,000)**	**$ 238,962**	**$ 428,962**	**$ (190,000)**
A&P Fund Totals	**$ 42,214**	**$ 55,292**	**$ (13,078)**	**$ 572,069**	**$ 677,500**	**$ (105,431)**
Department Of Finance						
Coronavirus Relief	-	-	-	$ 2,664,808	-	$ 2,664,808
Veterans Village	-	$ 432,837	$ (432,837)	278,088	$ 710,925	(432,837)
FEMA		-				
Flood Mitigation Grant	-	274,449	(274,449)	15,211	289,660	(274,449)
FY18 SAFER Grant	-	58,260	(58,260)	57,708	115,968	(58,260)
FY17 SAFER Grant	-	4,946	(4,946)	115,508	120,454	(4,946)
Department Of Justice		-	-			
Bullet Proof Vests Grant-DOJ	-	2,417	(2,417)	14,523	16,940	(2,417)
Body-Worn Camera Grant-DOJ	-	-	-	152,432	152,432	-
COPS Hiring Program (CHP)-DOJ	-	1,332	(1,332)	76,521	77,852	(1,332)
JAG Grant-DOJ	-	29,605	(29,605)	31,139	29,605	1,534
FY20 COPS Hiring Grant	-	68	(68)	55,352	55,420	(68)
COVID Emergency Supplemental	-	24,965	(24,965)	61,064	86,029	(24,965)
CRISI	-	2,241,286	(2,241,286)	-	2,241,286	(2,241,286)
STEP Grant-DOJ	-	13,107	(13,107)	52,609	65,716	(13,107)
Office of Victims of Crime	-	1,847	(1,847)	3,133	4,981	(1,847)
Project Safe Neighborhood Grant	$ 3,765	16,403	(12,638)	77,688	90,326	(12,638)
Department of Transportation						
Craighead Forest Trail Phase 3	-	-	-	188,867	145,210	43,657
Craighead Forest Trail Phase 2	-	-	-	2,347	-	2,347
Homeland Security						
Covid-19 Emergency Solutions	-	102,700	(102,700)	2,300	105,000	(102,700)
Fire Prevention & Safety Grant	-	-	-	9,077	-	9,077
Other						
AGFC- Jonesboro Shooting Range	-	262,548	(262,548)	-	262,548	(262,548)
Federal Grant Fund Totals	**$ 3,765**	**$ 3,466,770**	**$ (3,463,005)**	**$ 3,858,373**	**$ 4,570,351**	**$ (711,978)**
CDBG Fund Totals	**$ 21,391**	**$ 85,000**	**$ (63,609)**	**$ 698,824**	**$ 935,659**	**$ (236,835)**
MPO Fund Totals	**$ 1,005**	**$ 12,000**	**$ (10,995)**	**$ 131,034**	**$ 240,868**	**$ (109,834)**
Interest Earned	$ 49	$ 208	$ (159)	$ 643	$ 2,500	$ (1,857)
Miscellaneous Revenue	-	-	-	1,224	-	1,224
Promotional Revenue	-	-	-	12,294	40,000	(27,706)
JET Pass Sales	337	1,000	(663)	12,902	16,500	(3,598)
JET Bus Fares	4,229	5,500	(1,271)	36,329	70,000	(33,671)
Other State Aid - AHTD	14,078	14,000	78	56,312	60,000	(3,688)
CPT-HSTP Revenue	-	-	-	-	1,500	(1,500)
Transit FTA 5307	121,467	50,000	71,467	772,713	750,000	22,713
Insurance Recovery	-	-	-	2,383	-	2,383
Grant Match- Transit AHTD 5339	-	25,000	(25,000)	-	25,000	(25,000)
Grant Match- Transit FTA 5307	-	155,000	(155,000)	-	155,000	(155,000)
JETS Fund Totals	**$ 140,160**	**$ 250,708**	**$ (110,549)**	**$ 894,800**	**$ 1,120,500**	**$ (225,700)**

City of Jonesboro, Arkansas
Revenue vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
STEP Grant						
State Grants Funding	-	$ 2,108	$ (2,108)	$ 2,892	$ 5,000	$ (2,108)
Skate Park at Allen Park						
Private Funding	-	-	-	16,125	16,000	125
Blue and You Grants						
Blue & You Foundation Revenue	-	-	-	6,000	-	6,000
Recycling Grants						
Recycling Sorting - RSWMD	$ 4,088	(912)	5,000	54,056	49,056	5,000
Veteran's Village						
Veteran's Village Revenue	1,000	241,250	(240,250)	101,000	341,250	(240,250)
Other						
Delta Covid-19 Relief Rev	-	-	-	2,500	2,500	-
20 Strong Southern Communities	-	-	-	2,500	-	2,500
Community Development Program	-	-	-	-	5,000	(5,000)
General Admin.			-			
Interfund Transfer In	-	12,000	(12,000)	-	12,000	(12,000)
Non-Federal Grant Fund Totals	**$ 5,088**	**$ 254,446**	**$ (249,358)**	**$ 185,073**	**$ 430,806**	**$ (245,733)**
Other Funds Totals	**$ 228,536**	**$ 4,389,129**	**$ (4,160,594)**	**$ 6,579,135**	**$ 8,404,646**	**$ (1,825,511)**
ALL FUNDS GRAND TOTALS	**$ 4,572,978**	**$ 8,277,508**	**$ (3,704,530)**	**$ 67,561,172**	**$ 64,489,535**	**$ 3,071,637**

City of Jonesboro, Arkansas
Expenditure Report Actual vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
Finance	$ 44,647	44,239	$ (408)	$ 548,799	$ 574,921	$ 26,122
Police	929,542	1,034,039	104,497	14,470,629	14,765,959	295,330
Fire	841,185	929,484	88,299	10,926,567	11,356,281	429,714
SROs	61,153	67,559	6,406	835,021	862,125	27,104
Inspections	28,183	28,496	313	361,336	372,064	10,728
Animal Control	37,553	42,179	4,626	472,824	548,784	75,960
City Clerk	19,169	16,792	(2,377)	246,483	260,143	13,660
City Attorney	30,289	30,292	3	385,046	392,427	7,381
Planning	29,917	174,420	144,503	342,831	502,735	159,904
Information Systems	145,225	242,814	97,589	1,290,057	1,416,095	126,038
Mosquito Control	36,833	36,833	-	442,000	442,000	-
Human Resources	91,185	76,269	(14,916)	299,783	300,789	1,006
Court Services	10,790	11,077	287	143,771	144,078	307
Building Maintenance	80,657	73,267	(7,390)	883,821	1,003,798	119,977
Code Enforcement	29,218	98,234	69,016	446,520	433,201	(13,319)
Sanitation - Administration	18,299	17,844	(455)	231,002	232,416	1,414
Sanitation - Incinerator	10,797	11,624	828	178,013	151,018	(26,995)
Sanitation - Residential	297,274	328,314	31,040	4,193,261	4,113,967	(79,294)
Sanitation - Recycling	16,009	17,602	1,592	205,720	232,900	27,180
Parks - Softball	25,894	22,538	(3,356)	520,044	583,655	63,611
Outside Maintenance	-	10,000	10,000	830,296	1,234,930	404,634
Mayor's Office	27,443	34,252	6,809	409,967	471,942	61,975
Council	16,690	18,578	1,888	207,926	222,935	15,009
Jail	186,469	186,326	(143)	2,236,248	2,235,909	(339)
General Admin	22,328	244,482	222,154	300,577	527,269	226,692
Communications	13,419	14,098	679	178,532	184,177	5,645
Land Bank	-	30,100	30,100	31,724	93,225	61,501
Earmarked Funds	131,875	75,483	(56,391)	3,586,154	3,045,990	(540,164)
Grants Administration	3,486	11,669	8,183	93,161	147,521	54,360
Parks	199,719	146,567	(53,152)	2,298,663	2,332,030	33,367
GENERAL	**$ 3,385,246**	**$ 4,075,471**	**$ 690,225**	**$ 47,596,776**	**$ 49,185,284**	**$ 1,588,508**
Street	$ 253,811	$ 293,885	$ 40,074	$ 4,329,930	$ 4,746,199	$ 416,269
Street Engineering	73,358	114,064	40,706	1,657,342	1,741,144	83,802
Street Capital Improvement (STIP)	36,111	43,157	7,046	2,886,519	2,825,501	(61,018)
Insurance Claim Expense	52,163	-	(52,163)	180,326	-	(180,326)
STREET	**$ 415,444**	**$ 451,107**	**$ 35,663**	**$ 9,054,117**	**$ 9,312,844**	**$ 258,727**
EMERGENCY 911	**$ 106,958**	**$ 110,063**	**$ 3,105**	**$ 1,414,498**	**$ 1,473,538**	**$ 59,040**
CEMETERY	**$ 100**	**$ 100**	**$ -**	**$ 10,906**	**$ 15,290**	**$ 4,384**
O & M FUNDS TOTALS	**$ 3,907,748**	**$ 4,636,740**	**$ 728,993**	**$ 58,076,298**	**$ 59,986,956**	**$ 1,910,658**

City of Jonesboro, Arkansas
Expenditure Report Actual vs. Budget (Cash Basis)
December 2020

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
CAPITAL IMPROVEMENTS	$ 351,087	$ 1,659,547	$ 1,308,460	$ 3,470,662	$ 4,958,968	$ 1,488,306
A&P	34,398	29,250	(5,148)	540,172	600,000	59,828
Federal Grant Funds	78,562	2,942,507	2,863,945	1,721,681	4,585,626	2,863,945
CDBG	63,942	54,046	(9,896)	779,839	935,659	155,820
MPO	9,723	18,866	9,143	129,838	238,980	109,142
JETS	101,200	243,358	142,158	1,284,587	1,666,960	382,373
Non-Federal Grant Funds	23,075	367,040	343,965	102,841	446,806	343,965
OTHER FUNDS TOTALS	**$ 661,987**	**$ 5,314,615**	**$ 4,652,627**	**$ 8,029,620**	**$ 13,432,999**	**$ 5,403,379**
ALL FUNDS GRAND TOTALS	**$ 4,569,735**	**$ 9,951,355**	**$ 5,381,620**	**$ 66,105,918**	**$ 73,419,955**	**$ 7,314,037**

Surplus/(Deficit)

Department / Fund	Actual	Budget	$ Variance	YTD Actual	YTD Budget	$ Variance
O&M Fund						
Revenue	$ 4,344,442	$ 3,888,378	$ 456,064	$ 60,982,037	$ 56,084,889	$ 4,897,148
Expense	3,907,748	4,636,740	728,993	58,076,298	59,986,956	1,910,658
O&M Surplus/(Deficit)	**$ 436,694**	**$ (748,362)**	**$ 1,185,056**	**$ 2,905,739**	**$ (3,902,067)**	**$ 6,807,806**
Other Funds						
Revenue	$ 228,536	$ 4,389,129	$ (4,160,594)	$ 6,579,135	$ 8,404,646	$ (1,825,511)
Expense	661,987	5,314,615	4,652,627	8,029,620	13,432,999	5,403,379
Other Funds Surplus/(Deficit)	**$ (433,451)**	**$ (925,485)**	**$ 492,034**	**$ (1,450,485)**	**$ (5,028,353)**	**$ 3,577,868**
All Funds						
Revenue	$ 4,572,978	$ 8,277,508	$ (3,704,530)	$ 67,561,172	$ 64,489,535	$ 3,071,637
Expense	4,569,735	9,951,355	5,381,620	66,105,918	73,419,955	7,314,037
All Funds Surplus/(Deficit)	**$ 3,243**	**$ (1,673,847)**	**$ 1,677,090**	**$ 1,455,254**	**$ (8,930,420)**	**$ 10,385,674**

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	3,133,687.29	2,816,929.81	2,792,195.98	2,762,199.11
September	3,159,705.08	2,798,085.00	2,682,894.91	2,481,872.39
October	3,017,810.08	2,912,348.94	2,761,956.37	2,673,364.18
November	3,190,846.58	2,843,972.03	2,697,420.51	2,687,633.13
December	2,923,614.90	2,837,421.78	2,705,891.32	2,599,411.00
Totals	**$ 35,896,040.79**	**$ 33,906,452.06**	**$ 32,280,420.83**	**$ 31,771,638.87**

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	3,133,687.29	2,816,929.81	316,757.48	11.2%
September	3,159,705.08	2,798,085.00	361,620.08	12.9%
October	3,017,810.08	2,912,348.94	105,461.14	3.6%
November	3,190,846.58	2,843,972.03	346,874.55	12.2%
December	2,923,614.90	2,837,421.78	86,193.12	3.0%
Totals	**$ 35,896,040.79**	**$ 33,906,452.06**	**$ 1,989,588.73**	**5.9%**

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	3,133,687.29	2,897,818.77	235,868.52	8.1%
September	3,159,705.08	2,795,953.53	363,751.55	13.0%
October	3,017,810.08	2,860,348.83	157,461.25	5.5%
November	3,190,846.58	2,840,181.48	350,665.10	12.3%
December	2,923,614.90	2,822,069.22	101,545.68	3.6%
Totals	**$ 35,896,040.79**	**$ 34,014,000.00**	**$ 1,882,040.79**	**5.5%**

*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	396,156.22	339,191.76	321,997.82	339,311.09
September	337,754.04	344,944.51	337,504.99	341,734.36
October	349,603.35	333,285.93	345,673.36	345,733.34
November	345,557.61	327,425.45	324,522.68	325,033.95
December	336,371.37	336,366.65	334,873.30	323,678.82
Totals	**$ 4,427,549.99**	**$ 4,265,604.65**	**$ 4,204,480.96**	**$ 4,253,823.75**

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	396,156.22	339,191.76	56,964.46	16.8%
September	337,754.04	344,944.51	(7,190.47)	-2.1%
October	349,603.35	333,285.93	16,317.42	4.9%
November	345,557.61	327,425.45	18,132.16	5.5%
December	336,371.37	336,366.65	4.72	0.0%
Totals	**$ 4,427,549.99**	**$ 4,265,604.65**	**$ 161,945.34**	**3.8%**

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	396,156.22	330,116.37	66,039.85	20.0%
September	337,754.04	340,154.95	(2,400.91)	-0.7%
October	349,603.35	340,169.93	9,433.42	2.8%
November	345,557.61	340,121.07	5,436.54	1.6%
December	336,371.37	340,119.84	(3,748.47)	-1.1%
Totals	**$ 4,427,549.99**	**$ 4,268,000.00**	**$ 159,549.99**	**3.7%**

*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.

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-21:005	**Version:**	1	**Name:**	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING NOVEMBER 30, 2020
Type:	Other Communications			**Status:**	To Be Introduced
File created:	1/14/2021			**In control:**	City Council
On agenda:				**Final action:**	
Title:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING NOVEMBER 30, 2020				
Sponsors:	Municipal Airport Commission				
Indexes:	Financial reports and other communications				
Code sections:					
Attachments:	JAC Jonesboro Airport Financials 11_2020				

Date	Ver.	Action By	Action	Result

JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING NOVEMBER 30, 2020

FINANCIAL STATEMENT

Jonesboro Airport Commission

30-Nov-20

STEVE ORR CPA, CVA, MAFF

P.O. BOX 1267 • 601 SOUTHWEST DRIVE
JONESBORO, AR 72403
870-972-1500
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Jonesboro Airport Commission

Jonesboro, AR

We have compiled the accompanying balance sheet of Jonesboro Airport Commission as of November 30, 2020 and 2019 and the related monthly statement of income for the same period then ended and prior year. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements.

Steve Orr CPA, CVA, MAFF

December 12, 2020

Jonesboro Airport Commission
Statement of Financial Position
As of November 30, 2020 and 2019

Assets

	2020	2019
Current Assets		
Cash - Centennial Bank 503461691	$ (72.00)	$ 961,483.70
Cash - Centennial Insurance 503461721	250,030.74	0.00
Investment Account-50-3461-21-2	9,769,680.15	0.00
Investment Account-60-7165-10-7	99,729.01	0.00
Investment Account-50-3461-91-5	632,355.47	0.00
Cash-Centennial Bank-Project Acct	0.00	9,889.73
Total Current Assets	10,751,723.37	971,373.43
Property and Equipment		
Net Property and Equipment	0.00	0.00
Non Current Assets		
Rice Growers Stock	928.25	928.25
Total Non Current Assets	928.25	928.25
Total Assets	$ 10,752,651.62	$ 972,301.68

Jonesboro Airport Commission
Statement of Financial Position
As of November 30, 2020 and 2019

Liabilities and Net Assets

	2020	2019
Current Liabilities		
Fica Taxes Payable	$ 1,940.54	$ 1,086.29
FWH Taxes Payable	1,538.69	484.80
SWH Taxes Payable	846.05	607.98
State Unemployment Payable	(365.65)	67.17
Total Current Liabilities	3,959.63	2,246.24
Long-Term Liabilities		
Total Long-Term Liabilities	0.00	0.00
Total Liabilities	3,959.63	2,246.24
Net Assets		
Capital Contributions	1,164,941.94	1,048,329.39
Other Equity	(6,848.75)	11,273.00
Retained Earnings	9,590,598.80	(89,546.95)
Total Net Assets	10,748,691.99	970,055.44
Total Liabilities and Net Assets	$ 10,752,651.62	$ 972,301.68

Jonesboro Airport Commission
Income Statement

	1 Month Ended November 30, 2020	1 Month Ended November 30, 2019	11 Months Ended November 30, 2020	11 Months Ended November 30, 2019
Sales				
Grant Revenue-City of Jonesboro	$ 0.00	$ 0.00	$ 70,000.00	$ 70,000.00
Grant Revenue-Federal & State	128,152.92	3,546.18	544,528.02	74,897.80
Construction Reimbursements- non grant	0.00	0.00	0.00	11,600.64
T-Hanger Lease #2/#3	0.00	0.00	10,529.00	0.00
Hanger Revenue - FBO	19,877.92	21,487.13	137,573.07	229,470.04
Revenue-Sharp Aviation	0.00	0.00	0.00	16,846.40
Revenue-Gate Card Fees	0.00	50.00	1,000.00	2,450.00
Revenue-Picture Display Fees	0.00	0.00	400.00	1,000.00
Fuel Flowage	7,610.55	7,451.25	64,574.55	72,974.55
HANGER-FOWLER FOODS	1,145.04	1,145.04	11,450.40	11,736.66
HANGER-RAE	0.00	0.00	3,790.32	3,790.32
HANGER-BAKER	0.00	1,600.00	4,800.00	17,600.00
HANGER-Goldeneye	0.00	250.00	1,500.00	1,750.00
Auto Rental Agency & Land Lease	0.00	0.00	300.00	300.00
HANGER-HYTROL	5,135.42	0.00	21,091.68	300.00
HANGER-GOLDEN EYE	0.00	250.00	0.00	7,961.60
Terminal Building Leases-AIR CHOICE	0.00	1,100.00	3,300.00	12,100.00
Other Income	0.00	0.00	0.00	51,362.66
Insurance Proceeds	347,625.40	0.00	11,127,150.63	0.00
Total Sales	509,547.25	36,879.60	12,001,987.67	586,140.67
Cost of Goods Sold				
Grant Project Expenditures	0.00	40,278.09	1,054,446.01	418,337.04
Capital Expenditures- Non Grant	0.00	0.00	948.28	3,667.00
Grounds	646.88	1,460.23	9,845.68	12,695.12
Runways	0.00	0.00	0.00	1,237.00
Hanger Expense-FBO	0.00	215.09	4,072.60	29,461.36
T-Hanger Expense	0.00	417.73	0.00	12,200.65
Terminal Building Expense-	0.00	1,040.64	19,543.49	37,793.75
Terminal Building Expense	0.00	0.00	1,828.03	4,389.14
Fire Rescue Building Expense	0.00	92.45	1,408.57	3,155.37
Sharp Aviation Expense	0.00	0.00	416.64	395.81
Old Terminal Bldg - CAP	0.00	0.00	0.00	106.92
Beacon & Field Lights	0.00	0.00	86.80	325.85
Total Cost of Goods Sold	646.88	43,504.23	1,092,596.10	523,765.01
Gross Profit	508,900.37	(6,624.63)	10,909,391.57	62,375.66
Operating Expenses				
Advertising	0.00	0.00	0.00	1,109.81
Bank Charges	0.00	607.60	433.37	607.60
Dues/Subscriptions	0.00	0.00	292.27	55.00
Insurance	2,738.00	0.00	42,571.28	20,522.54
Insurance - Medical	669.34	699.49	10,512.95	6,701.38
Insurance expense from storm	322,200.40	0.00	1,137,205.57	0.00
Office Expense	138.55	167.96	2,646.15	167.96
Outside Services	0.00	0.00	0.00	3,265.26
Payroll Taxes	1,527.08	559.39	11,768.00	7,106.91
Postage	0.00	0.00	110.00	344.18
Repairs/Maintenance	0.00	384.08	77.92	28,510.20
Salaries - Manager	5,906.30	4,878.31	65,675.81	53,116.43
Salaries - Other	7,133.00	2,439.00	64,615.70	27,010.50
Supplies	0.00	23.86	1,127.82	5,488.91
Telephone	193.28	448.53	3,179.16	4,477.90
Meetings/Travel	0.00	0.00	0.00	73.65

Jonesboro Airport Commission
Income Statement

	1 Month Ended November 30, 2020	1 Month Ended November 30, 2019	11 Months Ended November 30, 2020	11 Months Ended November 30, 2019
Legal & Accounting	1,375.00	675.00	10,987.50	7,075.00
Total Operating Expenses	341,880.95	10,883.22	1,351,203.50	165,633.23
Operating Income (Loss)	167,019.42	(17,507.85)	9,558,188.07	(103,257.57)
Other Income (Expenses)				
Interest Income	2,510.38	1,027.12	34,394.93	14,334.80
Meals/Entertainment	(166.57)	0.00	(666.86)	(623.95)
Utilities	(271.06)	0.00	(1,317.34)	0.00
Misc Expense	0.00	(0.23)	0.00	(0.23)
Total Other Income (Expenses)	2,072.75	1,026.89	32,410.73	13,710.62
Net Income (Loss) Before Taxes	169,092.17	(16,480.96)	9,590,598.80	(89,546.95)
Net Income (Loss)	$ 169,092.17	$ (16,480.96)	$ 9,590,598.80	$ (89,546.95)

Jonesboro Airport Commission
General Ledger
November 1, 2020 - November 30, 2020

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
1020 Cash - Centennial Bank 503461691				(1,579.19)		
11/30/20			written on 503461691		(6,554.88)	
11/30/20			fowler		1,145.04	
11/30/20			depossits		19,877.92	
11/30/20			depossits		5,135.42	
11/30/20			state		125,000.00	
11/30/20			fuel		7,610.55	
11/30/20			state		1,576.46	
11/30/20			state		1,576.46	
11/30/20			payroll tax		(3,897.16)	
11/30/20			transfer		(139,700.41)	
11/30/20	P89		Payroll Journal Entry		(10,262.21)	
			Totals for 1020		1,507.19	(72.00)
1021 Cash - Centennial Insurance 503461721				250,031.76		
11/30/20			transfer out to 3461-21-2		(31.76)	
11/30/20			insurance payments		(318,207.90)	
11/30/20			transfer		(347,625.40)	
11/30/20			insurance federal nac74815		347,625.40	
11/30/20			transfer		318,238.64	
			Totals for 1021		(1.02)	250,030.74
1030 Investment Account-50-3461-21-2				9,737,913.84		
11/30/20			transfer out to 3461-21-2		31.76	
11/30/20			interest earned		2,317.05	
11/30/20			transfer		347,625.40	
11/30/20			transfer		(318,238.64)	
11/30/20			interest		30.74	
			Totals for 1030		31,766.31	9,769,680.15
1031 Investment Account-60-7165-10-7				103,696.97		
11/30/20			activity in 60-7165-10-7		(3,992.50)	
11/30/20			activity in 60-7165-10-7		24.54	
			Totals for 1031		(3,967.96)	99,729.01
1032 Investment Account-50-3461-91-5				492,517.01		
11/30/20			transfer		139,700.41	
11/30/20			interest		138.05	
			Totals for 1032		139,838.46	632,355.47
2530 Rice Growers Stock				928.25		
			Totals for 2530		0.00	928.25
3040 Fica Taxes Payable				(1,790.97)		
11/30/20			payroll tax		1,763.02	
11/30/20			payroll tax		412.32	
11/30/20			adjust payroll tax		(384.39)	
11/30/20	P89		Payroll Journal Entry		(1,940.52)	
			Totals for 3040		(149.57)	(1,940.54)
3050 FWH Taxes Payable				(1,581.50)		
11/30/20			payroll tax		1,201.10	
11/30/20			adjust payroll tax		(156.12)	
11/30/20	P89		Payroll Journal Entry		(1,002.17)	
			Totals for 3050		42.81	(1,538.69)
3060 SWH Taxes Payable				(918.32)		
11/30/20			payroll tax		520.72	

Jonesboro Airport Commission
General Ledger
November 1, 2020 - November 30, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
11/30/20	P89		Payroll Journal Entry			(448.45)	
				Totals for 3060		72.27	(846.05)
3080 State Unemployment Payable					381.97		
11/30/20	P89		Payroll Journal Entry			(16.32)	
				Totals for 3080		(16.32)	365.65
5010 City Water & Light					(43,491.00)		
				Totals for 5010		0.00	(43,491.00)
5013 Federal/State Grants					6,848.75		
				Totals for 5013		0.00	6,848.75
5030 Beg Retained Earnings					(1,121,450.94)		
				Totals for 5030		0.00	(1,121,450.94)
6001 Grant Revenue-City of Jonesboro					(70,000.00)		
				Totals for 6001		0.00	(70,000.00)
6002 Grant Revenue-Federal & State					(416,375.10)		
11/30/20			state			(125,000.00)	
11/30/20			depossits			(1,576.46)	
11/30/20			depossits			(1,576.46)	
				Totals for 6002		(128,152.92)	(544,528.02)
6009 T-Hanger Lease #2/#3					(10,529.00)		
				Totals for 6009		0.00	(10,529.00)
6010 Hanger Revenue - FBO					(117,695.15)		
11/30/20			depossits			(19,877.92)	
				Totals for 6010		(19,877.92)	(137,573.07)
6012 Revenue-Gate Card Fees					(1,000.00)		
				Totals for 6012		0.00	(1,000.00)
6013 Revenue-Picture Display Fees					(400.00)		
				Totals for 6013		0.00	(400.00)
6015 Fuel Flowage					(56,964.00)		
11/30/20			depossits			(7,610.55)	
				Totals for 6015		(7,610.55)	(64,574.55)
6016 HANGER-FOWLER FOODS					(10,305.36)		
11/30/20			depossits			(1,145.04)	
				Totals for 6016		(1,145.04)	(11,450.40)
6017 HANGER-RAE					(3,790.32)		
				Totals for 6017		0.00	(3,790.32)
6018 HANGER-BAKER					(4,800.00)		
				Totals for 6018		0.00	(4,800.00)
6019 HANGER-Goldeneye					(1,500.00)		
				Totals for 6019		0.00	(1,500.00)
6020 Auto Rental Agency & Land Lease					(300.00)		
				Totals for 6020		0.00	(300.00)

Jonesboro Airport Commission
General Ledger
November 1, 2020 - November 30, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
6021 HANGER-HYTROL					(15,956.26)		
11/30/20			depossits			(5,135.42)	
				Totals for 6021		(5,135.42)	(21,091.68)
6030 Terminal Building Leases-AIR CHOICE					(3,300.00)		
				Totals for 6030		0.00	(3,300.00)
6032 Insurance Proceeds					(10,779,525.23)		
11/30/20			insurance federal nac74815			(347,625.40)	
				Totals for 6032		(347,625.40)	(11,127,150.63)
7005 Grant Project Expenditures					1,054,446.01		
				Totals for 7005		0.00	1,054,446.01
7006 Capital Expenditures- Non Grant					948.28		
				Totals for 7006		0.00	948.28
7010 Grounds					9,198.80		
11/30/20			ark air			297.14	
11/30/20			lowes			283.83	
11/30/20			quality farm			65.91	
				Totals for 7010		646.88	9,845.68
7030 Hanger Expense-FBO					4,072.60		
				Totals for 7030		0.00	4,072.60
7040 Terminal Building Expense-					19,543.49		
				Totals for 7040		0.00	19,543.49
7041 Terminal Building Expense					1,828.03		
				Totals for 7041		0.00	1,828.03
7051 Fire Rescue Building Expense					1,408.57		
				Totals for 7051		0.00	1,408.57
7052 Sharp Aviation Expense					416.64		
				Totals for 7052		0.00	416.64
7060 Beacon & Field Lights					86.80		
				Totals for 7060		0.00	86.80
8050 Bank Charges					433.37		
				Totals for 8050		0.00	433.37
8090 Dues/Subscriptions					292.27		
				Totals for 8090		0.00	292.27
8100 Insurance					39,833.28		
11/30/20			liberty mutual			1,750.00	
11/30/20			hollis & burns			988.00	
				Totals for 8100		2,738.00	42,571.28
8110 Insurance - Medical					9,843.61		
11/30/20			blue cross			1,025.54	
11/30/20	P89		Payroll Journal Entry			(356.20)	
				Totals for 8110		669.34	10,512.95
8119 Insurance expense from storm					815,005.17		

Jonesboro Airport Commission
General Ledger
November 1, 2020 - November 30, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
11/30/20			little & assoc			48,599.64	
11/30/20			barton			327.65	
11/30/20			m & m			562.03	
11/30/20			cardinal supply			142.20	
11/30/20			habbolz envirnoment			900.00	
11/30/20			bailey const			8,418.59	
11/30/20			dacus fence			20,720.00	
11/30/20			dacus fence			8,994.55	
11/30/20			dacus fence			13,852.30	
11/30/20			bailey const			215,560.40	
11/30/20			sherwin williams			130.54	
11/30/20			michael baker			3,992.50	
				Totals for 8119		322,200.40	1,137,205.57
8140 Office Expense					2,507.60		
11/30/20			fedex			85.39	
11/30/20			fedex			53.16	
				Totals for 8140		138.55	2,646.15
8160 Payroll Taxes					10,240.92		
11/30/20			adjust payroll tax			540.51	
11/30/20	P89		Payroll Journal Entry			986.57	
				Totals for 8160		1,527.08	11,768.00
8170 Postage					110.00		
				Totals for 8170		0.00	110.00
8190 Repairs/Maintenance					77.92		
				Totals for 8190		0.00	77.92
8200 Salaries - Manager					59,769.51		
11/30/20	P89		Payroll Journal Entry			5,906.30	
				Totals for 8200		5,906.30	65,675.81
8210 Salaries - Other					57,482.70		
11/30/20	P89		Payroll Journal Entry			7,133.00	
				Totals for 8210		7,133.00	64,615.70
8220 Supplies					1,127.82		
				Totals for 8220		0.00	1,127.82
8240 Telephone					2,985.88		
11/30/20			att			193.28	
				Totals for 8240		193.28	3,179.16
8250 Meals/Entertainment					500.29		
11/30/20			baked ham			166.57	
				Totals for 8250		166.57	666.86
8260 Utilities					1,046.28		
11/30/20			cwl			106.62	
11/30/20			datat network			72.00	
11/30/20			suddenlink			92.44	
				Totals for 8260		271.06	1,317.34
8280 Legal & Accounting					9,612.50		
11/30/20			cahoon			250.00	
11/30/20			orr			1,125.00	

Jonesboro Airport Commission
General Ledger
November 1, 2020 - November 30, 2020

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
			Totals for 8280		1,375.00	10,987.50
9010 Interest Income				(31,884.55)		
11/30/20			interest earned		(2,317.05)	
11/30/20			interest		(30.74)	
11/30/20			activity in 60-7165-10-7		(24.54)	
11/30/20			interest		(138.05)	
			Totals for 9010		(2,510.38)	(34,394.93)
			Report Total			0.00

Net Profit/(Loss)

Current Period	169,092.17
Year-to-Date	9,590,598.80

Distribution count = 79

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	COM-21:006	**Version:**	1	**Name:**	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING DECEMBER 31, 2020
Type:	Other Communications			**Status:**	To Be Introduced
File created:	1/14/2021			**In control:**	City Council
On agenda:				**Final action:**	
Title:	JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING DECEMBER 31, 2020				
Sponsors:	Municipal Airport Commission				
Indexes:	Financial reports and other communications				
Code sections:					
Attachments:	JBR Jonesboro Airport Financials 12_2020				

Date	Ver.	Action By	Action	Result

JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS ENDING DECEMBER 31, 2020

JONESBORO AIRPORT COMMISSION

Financial Statement

December 31, 2020

STEVE ORR CPA, CVA, MAFF

P.O. BOX 1267 • 601 SOUTHWEST DRIVE
JONESBORO, AR 72403
870-972-1500
STEVE.ORR@OLFCPA.COM

JONESBORO AIRPORT COMMISSION

JONESBORO, AR

We have compiled the accompanying balance sheet of Jonesboro Airport Commission as of December 31, 2020 and 2019 and the related monthly statement of income for the same period then ended and prior year. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements.

Steve Orr CPA, CVA, MAFF

January 9, 2021

Jonesboro Airport Commission
Statement of Financial Position
As of December 31, 2020 and 2019

Assets

	2020	2019
Current Assets		
Cash - Centennial Bank 503461691	$ (3,162.73)	$ 1,167,397.91
Cash - Centennial Insurance 503461721	250,031.76	0.00
Investment Account-50-3461-21-2	9,118,084.64	0.00
Investment Account-60-7165-10-7	209,184.93	0.00
Investment Account-50-3461-91-5	757,254.95	0.00
Cash-Centennial Bank-Project Acct	0.00	9,900.23
Total Current Assets	10,331,393.55	1,177,298.14
Property and Equipment		
Net Property and Equipment	0.00	0.00
Non Current Assets		
Rice Growers Stock	928.25	928.25
Total Non Current Assets	928.25	928.25
Total Assets	$ 10,332,321.80	$ 1,178,226.39

Jonesboro Airport Commission
Statement of Financial Position
As of December 31, 2020 and 2019

Liabilities and Net Assets

	2020	2019
Current Liabilities		
Fica Taxes Payable	$ 1,617.96	$ 971.92
FWH Taxes Payable	889.01	406.90
SWH Taxes Payable	306.24	565.46
State Unemployment Payable	(365.65)	67.17
Total Current Liabilities	2,447.56	2,011.45
Long-Term Liabilities		
Total Long-Term Liabilities	0.00	0.00
Total Liabilities	2,447.56	2,011.45
Net Assets		
Capital Contributions	1,164,941.94	1,048,329.39
Other Equity	(6,848.75)	11,273.00
Retained Earnings	9,171,781.05	116,612.55
Total Net Assets	10,329,874.24	1,176,214.94
Total Liabilities and Net Assets	$ 10,332,321.80	$ 1,178,226.39

Jonesboro Airport Commission
Income Statement

	1 Month Ended December 31, 2020	1 Month Ended December 31, 2019	12 Months Ended December 31, 2020	12 Months Ended December 31, 2019
Sales				
Grant Revenue-City of Jonesboro	$ 0.00	$ 0.00	$ 70,000.00	$ 70,000.00
Grant Revenue-Federal & State	203,955.51	143,539.60	748,483.53	218,437.40
Construction Reimbursements- non grant	0.00	0.00	0.00	11,600.64
T-Hanger Lease #2/#3	0.00	0.00	10,529.00	0.00
Hanger Revenue - FBO	19,877.92	21,487.13	157,450.99	250,957.17
Revenue-Sharp Aviation	0.00	2,105.80	0.00	18,952.20
Revenue-Gate Card Fees	0.00	4,650.00	1,000.00	7,100.00
Revenue-Picture Display Fees	800.00	2,550.00	1,200.00	3,550.00
Fuel Flowage	5,426.25	5,605.95	70,000.80	78,580.50
HANGER-FOWLER FOODS	1,145.04	1,145.04	12,595.44	12,881.70
HANGER-RAE	0.00	0.00	3,790.32	3,790.32
HANGER-BAKER	0.00	1,600.00	4,800.00	19,200.00
HANGER-Goldeneye	0.00	250.00	1,500.00	2,000.00
Auto Rental Agency & Land Lease	0.00	0.00	300.00	300.00
HANGER-HYTROL	5,335.42	0.00	26,427.10	300.00
HANGER-GOLDEN EYE	0.00	250.00	0.00	8,211.60
Terminal Building Leases-AIR CHOICE	0.00	1,100.00	3,300.00	13,200.00
Farm Rents	31,229.00	31,229.00	31,229.00	31,229.00
Other Income	0.00	0.00	0.00	51,362.66
Insurance Proceeds	61,256.39	0.00	11,188,407.02	0.00
Total Sales	329,025.53	215,512.52	12,331,013.20	801,653.19
Cost of Goods Sold				
Grant Project Expenditures	21,473.33	0.00	1,075,919.34	418,337.04
Capital Expenditures- Non Grant	0.00	0.00	948.28	3,667.00
Grounds	252.55	442.11	10,098.23	13,137.23
Runways	0.00	0.00	0.00	1,237.00
Hanger Expense-FBO	0.00	20.83	4,072.60	29,482.19
T-Hanger Expense	0.00	0.00	0.00	12,200.65
Terminal Building Expense-	0.00	967.53	19,543.49	38,761.28
Terminal Building Expense	0.00	0.00	1,828.03	4,389.14
Fire Rescue Building Expense	0.00	166.19	1,408.57	3,321.56
Sharp Aviation Expense	0.00	20.83	416.64	416.64
Old Terminal Bldg - CAP	0.00	0.00	0.00	106.92
Beacon & Field Lights	0.00	0.00	86.80	325.85
Total Cost of Goods Sold	21,725.88	1,617.49	1,114,321.98	525,382.50
Gross Profit	307,299.65	213,895.03	11,216,691.22	276,270.69
Operating Expenses				
Advertising	0.00	0.00	0.00	1,109.81
Bank Charges	0.00	0.00	433.37	607.60
Dues/Subscriptions	0.00	0.00	292.27	55.00
Insurance	0.00	0.00	42,571.28	20,522.54
Insurance - Medical	1,696.30	699.49	12,209.25	7,400.87
Insurance expense from storm	714,909.48	0.00	1,852,115.05	0.00
Office Expense	0.00	0.00	2,646.15	167.96
Outside Services	0.00	0.00	0.00	3,265.26
Payroll Taxes	424.19	484.25	12,192.19	7,591.16
Postage	0.00	0.00	110.00	344.18
Repairs/Maintenance	127.17	0.00	205.09	28,510.20
Salaries - Manager	6,451.28	5,420.88	72,127.09	58,537.31
Salaries - Other	2,373.37	1,166.28	66,989.07	28,176.78
Supplies	43.39	71.81	1,171.21	5,560.72
Telephone	193.28	389.59	3,372.44	4,867.49

Jonesboro Airport Commission
Income Statement

	1 Month Ended December 31, 2020	1 Month Ended December 31, 2019	12 Months Ended December 31, 2020	12 Months Ended December 31, 2019
Meetings/Travel	0.00	0.00	0.00	73.65
Legal & Accounting	1,450.00	475.00	12,437.50	7,550.00
Total Operating Expenses	727,668.46	8,707.30	2,078,871.96	174,340.53
Operating Income (Loss)	(420,368.81)	205,187.73	9,137,819.26	101,930.16
Other Income (Expenses)				
Interest Income	2,247.92	1,141.68	36,642.85	15,476.48
Meals/Entertainment	0.00	(169.91)	(666.86)	(793.86)
Utilities	(696.86)	0.00	(2,014.20)	0.00
Misc Expense	0.00	0.00	0.00	(0.23)
Total Other Income (Expenses)	1,551.06	971.77	33,961.79	14,682.39
Net Income (Loss) Before Taxes	(418,817.75)	206,159.50	9,171,781.05	116,612.55
Net Income (Loss)	$ (418,817.75)	$ 206,159.50	$ 9,171,781.05	$ 116,612.55

Jonesboro Airport Commission
General Ledger
December 1, 2020 - December 31, 2020

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
1020 Cash - Centennial Bank 503461691				(72.00)		
12/31/20			dec activity-general acct		(135,710.07)	
12/31/20			dec activity		(263,024.81)	
12/31/20			dec activity		138,279.72	
12/31/20			dec activity		267,769.14	
12/31/20			payroll tax		(3,391.16)	
12/31/20	P89		Payroll Journal Entry		(7,013.55)	
			Totals for 1020		(3,090.73)	(3,162.73)
1021 Cash - Centennial Insurance 503461721				250,030.74		
12/31/20			transfer		(61,287.13)	
12/31/20			transfer		776,197.63	
12/31/20			expenses from storm		(714,909.48)	
			Totals for 1021		1.02	250,031.76
1030 Investment Account-50-3461-21-2				9,769,680.15		
12/31/20			transfer		30.74	
12/31/20			transfer		6,009.00	
12/31/20			transfer		55,247.39	
12/31/20			transfer		(6,009.00)	
12/31/20			transfer		(32,173.13)	
12/31/20			transfer		(659,311.87)	
12/31/20			transfer		(4,890.31)	
12/31/20			transfer		(9,290.17)	
12/31/20			transfer		(3,235.00)	
12/31/20			interest		2,026.84	
			Totals for 1030		(651,595.51)	9,118,084.64
1031 Investment Account-60-7165-10-7				99,729.01		
12/31/20			transfer		130,894.32	
12/31/20			check #1257		(21,473.33)	
12/31/20			interest		34.93	
			Totals for 1031		109,455.92	209,184.93
1032 Investment Account-50-3461-91-5				632,355.47		
12/31/20			dec activity		263,024.81	
12/31/20			dec activity		(138,279.72)	
12/31/20			interest		154.39	
			Totals for 1032		124,899.48	757,254.95
2530 Rice Growers Stock				928.25		
			Totals for 2530		0.00	928.25
3040 Fica Taxes Payable				(1,940.54)		
12/31/20			payroll tax		1,572.72	
12/31/20			payroll tax		367.82	
12/31/20			adj payroll tax		(322.27)	
12/31/20	P89		Payroll Journal Entry		(1,295.69)	
			Totals for 3040		322.58	(1,617.96)
3050 FWH Taxes Payable				(1,538.69)		
12/31/20			payroll tax		1,002.17	
12/31/20			adj payroll tax		172.41	
12/31/20	P89		Payroll Journal Entry		(524.90)	
			Totals for 3050		649.68	(889.01)
3060 SWH Taxes Payable				(846.05)		
12/31/20			payroll tax		448.45	

Jonesboro Airport Commission
General Ledger
December 1, 2020 - December 31, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
12/31/20			adj payroll tax			373.52	
12/31/20	P89		Payroll Journal Entry			(282.16)	
				Totals for 3060		539.81	(306.24)
3080	**State Unemployment Payable**				365.65		
				Totals for 3080		0.00	365.65
5010	**City Water & Light**				(43,491.00)		
				Totals for 5010		0.00	(43,491.00)
5013	**Federal/State Grants**				6,848.75		
				Totals for 5013		0.00	6,848.75
5030	**Beg Retained Earnings**				(1,121,450.94)		
				Totals for 5030		0.00	(1,121,450.94)
6001	**Grant Revenue-City of Jonesboro**				(70,000.00)		
				Totals for 6001		0.00	(70,000.00)
6002	**Grant Revenue-Federal & State**				(544,528.02)		
12/31/20			dec activity			(132,031.61)	
12/31/20			dec activity			(69,000.00)	
12/31/20			dec activity			(1,461.95)	
12/31/20			dec activity			(1,461.95)	
				Totals for 6002		(203,955.51)	(748,483.53)
6009	**T-Hanger Lease #2/#3**				(10,529.00)		
				Totals for 6009		0.00	(10,529.00)
6010	**Hanger Revenue - FBO**				(137,573.07)		
12/31/20			dec activity			(19,877.92)	
				Totals for 6010		(19,877.92)	(157,450.99)
6012	**Revenue-Gate Card Fees**				(1,000.00)		
				Totals for 6012		0.00	(1,000.00)
6013	**Revenue-Picture Display Fees**				(400.00)		
12/31/20			dec activity			(200.00)	
12/31/20			dec activity			(200.00)	
12/31/20			dec activity			(200.00)	
12/31/20			dec activity			(200.00)	
				Totals for 6013		(800.00)	(1,200.00)
6015	**Fuel Flowage**				(64,574.55)		
12/31/20			dec activity			(5,426.25)	
				Totals for 6015		(5,426.25)	(70,000.80)
6016	**HANGER-FOWLER FOODS**				(11,450.40)		
12/31/20			dec activity			(1,145.04)	
				Totals for 6016		(1,145.04)	(12,595.44)
6017	**HANGER-RAE**				(3,790.32)		
				Totals for 6017		0.00	(3,790.32)
6018	**HANGER-BAKER**				(4,800.00)		
				Totals for 6018		0.00	(4,800.00)
6019	**HANGER-Goldeneye**				(1,500.00)		

Jonesboro Airport Commission
General Ledger
December 1, 2020 - December 31, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
				Totals for 6019		0.00	(1,500.00)
6020	**Auto Rental Agency & Land Lease**				(300.00)		
				Totals for 6020		0.00	(300.00)
6021	**HANGER-HYTROL**				(21,091.68)		
12/31/20			dec activity			(5,335.42)	
				Totals for 6021		(5,335.42)	(26,427.10)
6030	**Terminal Building Leases-AIR CHOICE**				(3,300.00)		
				Totals for 6030		0.00	(3,300.00)
6032	**Insurance Proceeds**				(11,127,150.63)		
12/31/20			transfer			(6,009.00)	
12/31/20			transfer			(55,247.39)	
				Totals for 6032		(61,256.39)	(11,188,407.02)
6040	**Farm Rents**				0.00		
12/31/20			dec activity			(31,229.00)	
				Totals for 6040		(31,229.00)	(31,229.00)
7005	**Grant Project Expenditures**				1,054,446.01		
12/31/20			faa rfr#1			130,894.32	
12/31/20			transfer			(130,894.32)	
12/31/20			all service electric			21,473.33	
				Totals for 7005		21,473.33	1,075,919.34
7006	**Capital Expenditures- Non Grant**				948.28		
				Totals for 7006		0.00	948.28
7010	**Grounds**				9,845.68		
12/31/20			ak air center			219.24	
12/31/20			quality farm			33.31	
				Totals for 7010		252.55	10,098.23
7030	**Hanger Expense-FBO**				4,072.60		
				Totals for 7030		0.00	4,072.60
7040	**Terminal Building Expense-**				19,543.49		
				Totals for 7040		0.00	19,543.49
7041	**Terminal Building Expense**				1,828.03		
				Totals for 7041		0.00	1,828.03
7051	**Fire Rescue Building Expense**				1,408.57		
				Totals for 7051		0.00	1,408.57
7052	**Sharp Aviation Expense**				416.64		
				Totals for 7052		0.00	416.64
7060	**Beacon & Field Lights**				86.80		
				Totals for 7060		0.00	86.80
8050	**Bank Charges**				433.37		
				Totals for 8050		0.00	433.37
8090	**Dues/Subscriptions**				292.27		
				Totals for 8090		0.00	292.27

Jonesboro Airport Commission
General Ledger
December 1, 2020 - December 31, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
8100 Insurance					42,571.28		
				Totals for 8100		0.00	42,571.28
8110 Insurance - Medical					10,512.95		
12/31/20			ar blue cross			1,025.54	
12/31/20			city of jonesboro			1,026.96	
12/31/20	P89		Payroll Journal Entry			(356.20)	
				Totals for 8110		1,696.30	12,209.25
8119 Insurance expense from storm					1,137,205.57		
12/31/20			nabbolz			6,009.00	
12/31/20			bailey const			657,751.87	
12/31/20			chris west			1,560.00	
12/31/20			ditta			4,393.17	
12/31/20			dacus fence			7,947.45	
12/31/20			dacus			16,325.68	
12/31/20			dacus			7,900.00	
12/31/20			little and assoc			6,311.24	
12/31/20			metal maint			12.29	
12/31/20			sherwin williams			484.85	
12/31/20			stadium body			2,978.93	
12/31/20			dacus fence			3,235.00	
				Totals for 8119		714,909.48	1,852,115.05
8140 Office Expense					2,646.15		
				Totals for 8140		0.00	2,646.15
8160 Payroll Taxes					11,768.00		
12/31/20			adj payroll tax			(223.66)	
12/31/20	P89		Payroll Journal Entry			647.85	
				Totals for 8160		424.19	12,192.19
8170 Postage					110.00		
				Totals for 8170		0.00	110.00
8190 Repairs/Maintenance					77.92		
12/31/20			lowes			127.17	
				Totals for 8190		127.17	205.09
8200 Salaries - Manager					65,675.81		
12/31/20	P89		Payroll Journal Entry			6,451.28	
				Totals for 8200		6,451.28	72,127.09
8210 Salaries - Other					64,615.70		
12/31/20	P89		Payroll Journal Entry			2,373.37	
				Totals for 8210		2,373.37	66,989.07
8220 Supplies					1,127.82		
12/31/20			office depot			43.39	
				Totals for 8220		43.39	1,171.21
8240 Telephone					3,179.16		
12/31/20			at&t			193.28	
				Totals for 8240		193.28	3,372.44
8250 Meals/Entertainment					666.86		
				Totals for 8250		0.00	666.86

Jonesboro Airport Commission
General Ledger
December 1, 2020 - December 31, 2020

Date	Reference	Journal	Description		Beginning Balance	Current Amount	Period End Balance
8260 Utilities					1,317.34		
12/31/20			cwl			23.54	
12/31/20			cwl			77.59	
12/31/20			suddenlink			92.44	
12/31/20			data network			30.29	
12/31/20			data network			473.00	
				Totals for 8260		696.86	2,014.20
8280 Legal & Accounting					10,987.50		
12/31/20			david cahoon			250.00	
12/31/20			steve orr			1,200.00	
				Totals for 8280		1,450.00	12,437.50
9010 Interest Income					(34,394.93)		
12/31/20			interest			(154.39)	
12/31/20			interest			(34.93)	
12/31/20			transfer			(31.76)	
12/31/20			interest			(2,026.84)	
				Totals for 9010		(2,247.92)	(36,642.85)
				Report Total			0.00

Net Profit/(Loss)

Current Period	(418,817.75)
Year-to-Date	9,171,781.05

Distribution count = 88