



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, November 30, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:100](#) Minutes for the Finance Committee meeting on November 09, 2021

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:275](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE CONTINUUM OF CARE (COC) GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Sponsors: Grants

[RES-21:285](#) A RESOLUTION TO CONTRACT WITH C BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK, SOUTHSIDE SOFTBALL COMPLEX, JONESBORO MIRACLE LEAGUE, JONESBORO POOL CENTER, ALLEN PARK COMMUNITY CENTER, PARKER PARK COMMUNITY CENTER AND EARL BELL COMMUNITY CENTER

Sponsors: Parks & Recreation and Finance

Attachments: [Pepsi Beverage Sales Agreement](#)

[RES-21:286](#) A RESOLUTION TO CONTRACT WITH CORINTH COCA-COLA BOTTLING COMPANY, INC. FOR EXCLUSIVE POURING RIGHTS AT THE JONESBORO SHOOTING SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Coca-Cola Jonesboro Shooting Sports Complex Contract](#)

[RES-21:288](#) RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION'S BUS AND BUS FACILITIES COMPETITIVE GRANT FOR FY21.

Sponsors: Grants and JETS

RES-21:289 A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS TO INSTALL FIBER CONNECTIVITY AT THE INTERSECTION OF MLK/HIGHLAND FOR TRAFFIC ANALYTICS AND TO EXPAND WI-FI CAPABILITIES AT THE E. BOONE WATSON COMMUNITY CENTER

Sponsors: Information Systems, Engineering and Parks & Recreation

Attachments: [Quote City of Jonesboro Traffic Light MLK and Highland 11 16 21](#)
[Quote City of Jonesboro 1005 Logan Fiber Optic Internet 50x15 11 16 21](#)

RES-21:290 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ESTABLISH A CAPITAL IMPROVEMENT CARRYOVER FUND FOR BUDGETED PROJECTS REMAINING IN PROCESS AT YEAREND 2021

Sponsors: Finance

Attachments: [Capital Improvement Carryover Fund](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

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Minutes for the Finance Committee meeting on November 09, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, November 9, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 7 - Joe Hafner; Brian Emison; Charles Coleman; Ann Williams; John Street; David McClain and LJ Bryant

3. Approval of minutes

[MIN-21:095](#)

Minutes for the Finance Committee meeting on October 26, 2021

Attachments: [Minutes](#)

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

Aye: 6 - Brian Emison; Charles Coleman; Ann Williams; John Street; David McClain and LJ Bryant

4. New Business

Chairman Joe Hafner said, "I'm going to say starting off, once we get to the resolutions, there's a lot of municipal liens resolutions. If it's ok with the committee I'm going to read those by title only. If there's some you want to spend more time on just let me know."

ORDINANCES TO BE INTRODUCED

[ORD-21:051](#)

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH ARKANSAS BLUE CROSS BLUE SHIELD TO PROVIDE MEDICAL INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2022

Sponsors: Human Resources

Attachments: [ER App - Med](#)

Councilmember John Street said, "I don't think 3.5% is really bad. That's probably pretty favorable and BCBS has always been a great package for our employees. Decent coverage and I think that's worth maintaining." Mayor Harold Copenhaver said, "In doing our due diligence and for multiple departments, ya'll have been through this before and I have been in insurance business for 40 years, but BCBS came back

initially with a little bit over 18% increase and so we had to work our way down and negotiate, we also looked at additional partners. Their contracts were 22% plus so we have made very minuet changes. Also keep in mind that the cities portion of this is 70% so the employees cost on individual bases is about \$5 per pay period increase and for family it's about \$10. The overall effect is almost a very minor situation for the employees and we have to look out for them. We were pleased to get it down to 3.5%. Last years was at 5%." Chairman Joe Hafner said, "Nice job, especially in today's market. When I was reviewing our little companies' rate, I think we ended up going up 7.8% or something like that. In talking to someone I know in the local insurance business he said if you could get something below 12% you need to jump at it. Obviously we're a lot smaller than the city and don't have the bargaining power. I think 3.5% is a good job." Mayor Harold Copenhaver said, "And we were on lost revenue by the way. We were still able to get 3.5%."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

RESOLUTIONS TO BE INTRODUCED

[RES-21:229](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [409 Fisher10262021](#)

Chairman Joe Hafner said, "The thing I would just like to say and this is going to be based on all of them. I think we are all starting to recognize property owners that are showing up on here multiple times. I know there's been talk at previous council meetings about reviewing our ordinances about Code Enforcement. Hopefully, as that reviews being done we can find ways to strengthen these because I'm starting to see a lot of repeat offenders. I don't have them all memorized but I would venture to guess this on different properties." Councilmember John Street said, "We were talking about that earlier. There are a lot of these that are the same owners, you see them over and over." Councilmember Brian Emison said, "That's correct and Chairman Hafner, I was actually doing a little bit of research before the meeting on these. As we ran down through all of them, especially this particular one that we're looking at passing here tonight, currently Mr. Robert Whitaker that we're placing this lien on has, in the last 10 years, 15 individual liens that have been placed against him in the county records."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:230](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [500 Allen10262021](#)

Councilmember Brian Emison said, "To keep it far, Mr. Coleman has 9 liens that have been placed against him in the last 10 years." Chairman Joe Hafner said, "On the previous one Mr. Emison, you said something about Whitaker." Councilmember Brian Emison said, "That was Mr. Gambill, I'm sorry about that I got out of order. Mr. Gambill has had 10 in the last 10 years." Chairman Joe Hafner said, "Ok, I don't want to be unfair to Mr. Gambill."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:231](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [816 Hoover10262021](#)

Councilmember Brian Emison said, "Mr. Whitaker has had 15 against him in the last 10 years." Chairman Joe Hafner said, "Did it say what kind of liens these are? I mean are they for anything like back tax?" Councilmember Brian Emison said, "They were for municipal liens that were out there that were placed by Jonesboro Code Enforcement Department. There were some of these that were out here for the County Tax Assessor also that State Land Commissioner but these are specifically for the City of Jonesboro."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:232](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 200 MULBERRY, JONESBORO, AR 72401, PARCEL 01-144074-09600, OWNED BY LEON JONES

Sponsors: Code Enforcement and Finance

Attachments: [200 Mulberry10262021](#)

Councilmember Brian Emison said, "Mr. Jones has had 8 different liens placed against him in the last 10 years." Councilmember David McClain said, "Have they been paid?" Councilmember Brian Emison said, "For the vast majority of these, Mr. Jones in particular, didn't show any satisfaction of those liens out there but some of these individuals, as I was going through there, one in particular out of the list that we're going through today, only one person had actually taken care of the lien that had been filed there."

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

Aye: 6 - Brian Emison; Charles Coleman; Ann Williams; John Street; David McClain and LJ Bryant

[RES-21:233](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 200 S ALLIS, JONESBORO, AR 72401, PARCEL 01-144181-40800, OWNED BY MICHAEL DUANE DARLING

Sponsors: Code Enforcement and Finance

Attachments: [200 S. Allis10262021](#)

Councilmember Brian Emison said, "Mr. Darling has had 6 liens placed against him in the last 10 years." Councilmember Dr. Charles Coleman said, "There is a list of a lot of people that have multiple liens. Is there a way to immediately do anything about those that have more than one lien at one time? You still have to wait on the courts Mike?" Code Enforcement Director Michael Tyner approached the podium, "With the lien process, the idea behind that was, we have an agreement with the County Collectors office, in order to pay your personal property taxes you have to satisfy any municipal liens against it. A lot of these are noncompliant properties. We had a few that were deceased individuals with no family around or just properties that have gone into delinquency on taxes. The bad part of that is, once the lien does go delinquent for property taxes and it gets certified to the state, our lien becomes part of the property taxes and if it doesn't sell at auction, the land commissioner can accept a negotiated sale on that property. We had an instance in the past where we had several thousand dollars' worth of liens against a property, two properties in general, and the land commissioner sold them for \$300 as a cash offer so we lost several thousand dollars, because we had torn down two large houses and mowed grass for like six years and lost all of that to a negotiated sale." Councilmember Dr. Charles Coleman said, "I felt that answer was the same answer I knew but I just wanted to make sure and on public record what you were saying, because I think sometimes people don't understand that once it turns into a state situation, if we don't be careful, we become the loser. That's irritating to me." Director Michael Tyner said, "And there is a statutory threshold for dollar amount on grass mowing and dollar amount for house demolition and things. I'm not sure the exact numbers but I think, I'll have to check the statute, for mowing grass it's in the neighborhood of \$1,200 to \$1,500, house demolition somewhere in the neighborhood of \$5,000 to \$6,000 before we can pursue in civil court a foreclosure. I'm doing a large amount of paperwork and so far there hasn't been any kind of recourse on that. There's been no foreclosure action, no movement to try and recoup some of the funds that we're out as a city for maintaining these properties." Councilmember Dr. Charles Coleman said, "I haven't said a lot about these liens but it's at the point of recognizing that you're doing a great job. I think you're doing a great job, I'm not worried about what someone else is thinking, but I do understand that some of these state statues need to be changed to help us move a little bit faster. I'm not sure how to go about that but maybe the Mayor could look into that and see if we could move a little faster on some of these things." Councilmember John Street said, "Can we charge interest for those liens that are out there?" Director Michael Tyner said, "I'm not sure on that. I'll have to get with legal on that and get an answer back to you on that." Councilmember John Street said, "I mean, if we can we might as well put it on there because we're losing money." Director Michael Tyner said, "It doesn't matter if we're charging interest or not if we don't pursue the matter. We're going to

have to get this in front of a judge in civil court to at least try and recover some of our expenditures." Chairman Joe Hafner said, "I think when it comes to charging interest, on some of these that are a couple of hundred dollars, it would be pennies." Councilmember John Street said, "I mean some of those that are thousands of dollars." Director Michael Tyner said, "Some of those that we have been working on for years and years and it's gotten to the point to where." Councilmember John Street said, "In fact, if some of those properties have any value to the land bank, they might want to step in and bid on them, if they can pick them up for a few hundred dollars." Director Michael Tyner said, "Well, that was the intentions behind that, unfortunately we haven't followed through with that." Mayor Harold Copenhaver said, "So just to address your comments, we, between Mike and several other departments, we're looking at a way to streamline and enforce, as well. We've asked several council members to also look at penalties financially and then how to get the land bank back involved in this process. So we're working on it right now as we talk." Councilmember Brian Emison said, "Thank you Mayor. By the way, I just wanted to say, Michael and to the Chief, this right here is great work so by me talking about all the liens that have been filed throughout the years, it's more along the lines to bring up a spot light to it but you have been doing a great job and this is great work right here so thank you for all your help." Councilmember L.J. Bryant said, "Mr. Chairman if I may say, off topic, obviously there's a lot and we're making progress but this doesn't even touch a lot of commercial properties you see on South Stadium and South Caraway, so it's the tip of the iceberg of many years of problems that we're just beginning to solve."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:234](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 204 WOODROW, JONESBORO, AR 72401, PARCEL 01-144073-23400, OWNED BY NEWEL COOTS

Sponsors: Code Enforcement and Finance

Attachments: [204 Woodrow10262021](#)

Councilmember Brian Emison said, "Coots' has had 3 liens placed against them in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:235](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 405 STATE STREET, JONESBORO, AR 72401, PARCEL 01-144171-03500, OWNED BY CHARLES E NOELL JR.

Sponsors: Code Enforcement and Finance

Attachments: [405 State10262021](#)

Councilmember Brian Emison said, "Mr. Noell has had 12 liens filed against him in the

last 10 years.” Chairman Joe Hafner said, “Is that just on this property alone?” Councilmember Brian Emison said, “It’s as a cumulative total. If he has multiple properties it would show in that search.” Chairman Joe Hafner said, “Alright, so between this one and the next one it could be 13 or 14?” Councilmember Brian Emison said, “These that are listed on the agenda today aren’t taken into account of this total.”

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:236](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1014 S. Culberhouse10262021](#)

Chairman Joe Hafner said, “I bet Mr. Noell has had 12 liens placed against him in the past 10 years.” Councilmember Brian Emison said, “That’s correct.”

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:237](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1020 Hope10262021](#)

Councilmember Brian Emison said, “Mr. Toombs has had 6 liens placed against him in the last 10 years.”

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:238](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1101 FRENCH STREET, JONESBORO, AR 72401, PARCEL 01-144073-12300, OWNED BY DAVID A. MARSHALL

Sponsors: Code Enforcement and Finance

Attachments: [1101 French10262021](#)
 [1101 French letter10282021](#)
 [1101 French council letter11012021](#)

Councilmember Brian Emison said, "Mr. Marshall has only had 1 against him in the last 10 years." Chairman Joe Hafner said, "He makes them count."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:239](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1201 GLENDALE, JONESBORO, AR 72401, PARCEL 01-144212-15800, OWNED BY MURL COUCH

Sponsors: Code Enforcement and Finance

Attachments: [1201 Glendale10262021](#)

Councilmember Brian Emison said, "Couch's have only had 1 in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:240](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1305 OAKHURST, JONESBORO, AR 72401, PARCEL 01-143133-18700, OWNED BY DLAN FRANKLIN LLC

Sponsors: Code Enforcement and Finance

Attachments: [1305 Oakhurst10262021](#)

Councilmember Brian Emison said, "Wasn't able to find any in the past."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:241](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1314 TURNER, JONESBORO, AR 72401, PARCEL 01-144191-32500, OWNED BY TIMOTHY A HUSKEY

Sponsors: Code Enforcement and Finance

Attachments: [1314 Turner10262021](#)

Councilmember Brian Emison said, "Was only able to locate 1 in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:242](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1328 Huntington10262021](#)

Councilmember Brian Emison said, "DKI LLC have had 10 filed against them in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:243](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1813 DUNCAN RD, JONESBORO, AR 72401, PARCEL 01-143121-00110, OWNED BY PAULA & JUAN ALEMAN

Sponsors: Code Enforcement, Engineering and Finance

Attachments: [1813 Duncan10262021](#)

Councilmember Brian Emison said, "Mr. and Mrs. Aleman have only had 1 filed against them in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:244](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [2009 Clark10262021](#)

Councilmember Brian Emison said, "Ms. House has had 1, actually, I believe this is the one that had 1 in the past and had a satisfied lien that was paid off, so she's only had 1 filing in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:245](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [2501 MaryJane10262021](#)

Councilmember Brian Emison said, "The Broadway's have had 2 liens filed against them in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:246](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3403 MEADOR, JONESBORO, AR 72401, PARCEL 01-144281-37200, OWNED BY SHAMELIA HUNTER

Sponsors: Code Enforcement and Finance

Attachments: [3403 Meador10262021](#)

Councilmember Brian Emison said, "There were no previous liens that we could locate on Ms. Hunter in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:247](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3404 DERBY, JONESBORO, AR 72401, PARCEL 01-144331-05500, OWNED BY NDO LLC

Sponsors: Code Enforcement and Finance

Attachments: [3404 Derby10262021](#)

Councilmember Brian Emison said, "We were only able to locate 1 previous lien filed in the last 10 years for NDO LLC."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:248](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4304 RACE STREET, JONESBORO, AR 72401, PARCEL 01-144271-19900, OWNED BY CHARLES CRAIG CONYERS

Sponsors: Code Enforcement and Finance

Attachments: [4304 Race10262021](#)

Councilmember Brian Emison said, "In the last 10 years, Mr. Conyers has had 3 liens filed against him."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:249](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4312 GLADYS, JONESBORO, AR 72404, PARCEL 01-134032-11700, OWNED BY JIMMY ODLE

Sponsors: Code Enforcement and Finance

Attachments: [4312 Gladys10262021](#)

Councilmember Brian Emison said, "We weren't able to locate any liens in the last 10 years for Mr. Odle."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:250](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 6601 E JOHNSON, JONESBORO, AR 72405, PARCEL 01-144014-00900, OWNED BY JORDYN-COLE INC.

Sponsors: Code Enforcement and Finance

Attachments: [6601 E. Johnson10262021](#)

Code Enforcement Director Michael Tyner approached the podium, "That appears to be a typo. That is supposed to be Jonesboro, AR." Chairman Joe Hafner said, "Ok, let me read it by title and then we can make an amendment."

Councilmember Brian Emison said, "We weren't able to locate any previous lien filings against JORDYN-COLE INC."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:251](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 200 MULBERRY, JONESBORO, AR 72401, PARCEL 01-144074-09600, OWNED BY LEON JONES

Sponsors: Code Enforcement and Finance

Attachments: [200 Mulberry10272021](#)

Councilmember Brian Emison said, "This is one of our frequent flyers that we had previously touched on. Mr. Jones had 8 lien filings against him in the last 10 years." Chairman Joe Hafner said, "Hey Mike I have a question. We're starting to see some of these that have the same address or just repeat." Director Michael Tyner approached the podium, "Yes, what we've got is we have a batch of these scheduled for the 11/16 Council meeting and then a batch scheduled for the 12/7 Council meeting. We wanted to run them all through Finance today with the holidays coming up if there's a meeting that's canceled or rescheduled. That doesn't affect our notice to the property owner that we have to do by statute, otherwise, if it gets changed before we get everything scheduled, we have to stop what we're doing and turn around to send another certified return receipt affidavit of service \$8 letter and when you're getting up to 20 of those at a wack it gets expensive." Chairman Joe Hafner said, "Ok, thank you for the explanation."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:252](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 200 S ALLIS, JONESBORO, AR 72401, PARCEL 01-144181-40800, OWNED BY MICHAEL DUANE DARLING

Sponsors: Code Enforcement and Finance

Attachments: [200 S. Allis10272021](#)

Councilmember Brian Emison said, "Once again, Mr. Darling was another one of our frequent flyers earlier and we've had 6 filings against him in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:253](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 204 WOODROW, JONESBORO, AR 72401, PARCEL 01-144073-23400, OWNED BY NEWELL COOTS

Sponsors: Code Enforcement and Finance

Attachments: [204 Woodrow10272021](#)

Councilmember Brian Emison said, "Another one that we had touched on earlier. Coots' has had 3 filings against him in the last 10 years."

A motion was made by Councilperson John Street, seconded by Councilperson

Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:254](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 405 STATE STREET, JONESBORO, AR 72401, PARCEL 01-144171-03500, OWNED BY CHARLES E NOELL JR

Sponsors: Code Enforcement and Finance

Attachments: [405 State10272021](#)

Councilmember Brian Emison said, "Mr. Noell was another one that we touched on earlier with 12 filings against him in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:255](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [409 N. Fisher10272021](#)

Councilmember Brian Emison said, "Mr. Gambill, he had 10 filed against him in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:256](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [816 Hoover10272021](#)

Councilmember Brian Emison said, "Mr. Whitaker was at the top of the list with 15 filings in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:257](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1014 S. Culberhouse10272021](#)

Councilmember Brian Emison said, "12 filings in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:258](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1313 PARDEW, JONESBORO, AR 72401, PARCEL 01-144212-20200, OWNED BY MICHELLE NUTT

Sponsors: Code Enforcement and Finance

Attachments: [1313 Pardew10272021](#)

Councilmember Brian Emison said, "Ms. Nutt has had 4 filings against her in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:259](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1328 W. Huntington10272021](#)

Chairman Joe Hafner said, "Does anyone remember how many liens DKI has had without looking?" Councilmember Brian Emison said, "10"

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:260](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1501 GRANGER, JONESBORO, AR 72405, PARCEL 01-144082-06000, OWNED BY BRUCE CHRISTOPHER HALL

Sponsors: Code Enforcement and Finance

Attachments: [1501 Granger10272021](#)

Councilmember Brian Emison said, "Mr. Hall has only had 1 filed against him in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:261](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1717 HENRY, JONESBORO, AR 72401, PARCEL 01-144223-04700, OWNED BY NINE BLESSINGS LLC

Sponsors: Code Enforcement and Finance

Attachments: [1717 Henry10272021](#)

Councilmember Brian Emison said, "We weren't able to locate any filings in the last 10 years against Nine Blessings."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:262](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2037 JAMESTOWN, JONESBORO, AR 72404, PARCEL 01-133023-13800, OWNED BY BILL & DORALEA SMITH

Sponsors: Code Enforcement and Finance

Attachments: [2037 Jamestown10272021](#)

Councilmember Brian Emison said, "We weren't able to find any previous filings on Mr. and Mrs. Smith."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:263](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3600 BEACON, JONESBORO, AR 72404, PARCEL 01-134033-03600, OWNED BY SHINICE WALKER

Sponsors: Code Enforcement and Finance

Attachments: [3600 Beacon10272021](#)

Councilmember Brian Emison said, "Couldn't locate any previous filings."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:264](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 4312 GLADYS, JONESBORO, AR 72404, PARCEL 01-134032-11700, OWNED BY JIMMY ODLE

Sponsors: Code Enforcement and Finance

Attachments: [4312 Gladys10272021](#)

Councilmember Brian Emison said, "We couldn't locate any on him in the past."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:265](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5304 SOUTHWEST DRIVE, JONESBORO, AR 72401, PARCEL 01-133023-10100, OWNED BY SHERRY STUMP

Sponsors: Code Enforcement and Finance

Attachments: [5304 Southwest10272021](#)

Councilmember Brian Emison said, "We couldn't locate any previous filings."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:266](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT GABRIEL CT., JONESBORO, AR 72401, PARCEL 01-144151-19400, OWNED BY DIANE GASTON

Sponsors: Code Enforcement and Finance

Attachments: [Gabriel Ct10272021](#)

Councilmember Brian Emison said, "Ms. Gaston had 3 filings against her in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:274](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2021 BUDGET, ESTABLISH AN EQUIPMENT DEPRECIATION FUND AND AUTHORIZE THE PURCHASE OF AUTOS FOR CERTAIN DEPARTMENTS

Sponsors: Finance, Mayor's Office and Police Department

Attachments: [Auto Schedule](#)

Chairman Joe Hafner said, "Before I open it up to the committee I will say that when I saw this on the agenda last week I did reach out to Brian and I think he followed up with Steve and the Mayor. I just wanted to make sure that Legislative Audit was ok with the establishment of this depreciation fund and Steve checked with them. They were fine with it so I don't know if anybody wants to add anything to it. I just wanted to make sure that it was ok with Legislative Audit." Councilmember Dr. Charles Coleman said, "I don't want to add anything but I want to ask a question. Are we ever going to go to electric?" Mayor Harold Copenhaver said, "You know that's a great question. As we continue our talks in moving forward to electrics, we are seeing a slow move in that direction but not quick for the city. CWL, you know, we are under contract with them for 4 stations downtown, so it's going to be a slow progress. They are initiating, obviously, a major over haul with the direction they're going from coal now to electric and other services, so again, it's going to be a slow process. Now, I will say to Council and I'll go ahead and address this and as we look at this, last year we didn't know what COVID was going to have and it provided us a situation where we needed to prioritize and some of our vehicles we requested from last year are just now coming in. Having the reserves to or surplus to go ahead and purchase in 2021; that provides us the ability to have a lower premium for the vehicles that will be allowed in 2022 and also be on the for front of being able to get our fleet in time, because we could see another year from there. Also, we have an aging fleet, many of you are aware, some of our fleet we have been doing an analysis, Steve has done a great job on that, 10-14 years, many of you ride with police cars that have 150,000 miles on them. We are still producing and having to redo in the Police Department. This is just we are forward thinking and we want to be proactive instead of reactive to a situation." Chairman Joe Hafner said, "Yeah, I think one of the best things we did and it was Chief's idea, was about 4 years ago maybe, getting our own mechanic, I don't want to call him a mechanic cause he's a wizard when comes to working on our police cars and stuff. They do a great job and have really extended the life of a lot of our units and saved us quite a bit of money. That was a job well done."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:276](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT S CARAWAY ROAD, JONESBORO, AR 72401, PARCEL 01-144283-08500, OWNED BY NE ARKANSAS HOSPITALITY LLC

Sponsors: Code Enforcement and Finance

Attachments: [S. Caraway10272021](#)

Councilmember Brian Emison said, "There had been 3 filings in the last 10 years, however, I did miss this when it was a business entity, we have actually had full release of those liens and they have all been satisfied at this time."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:277](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [409 N. Fisher10272021](#)

Councilmember Brian Emison said, "Showing Mr. Paul Gambill has 10 filings against him in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:278](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E OAK, JONESBORO, AR 72401, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOROUGH

Sponsors: Code Enforcement and Finance

Attachments: [616 E. Oak10262021](#)

Councilmember Brian Emison said, "Showing Ms. Joyce Scarborough as had 3 filings against her in the last 10 years."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

[RES-21:279](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 837 HUNTINGTON, JONESBORO, AR 72401, PARCEL 01-143134-26001, OWNED BY NINE BLESSINGS LLC

Sponsors: Code Enforcement and Finance

Attachments: [837 Huntington10262021](#)

Councilmember Brian Emison said, "Theirs show zero."

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant

5. Pending Items

6. Other Business

Mayor Harold Copenhaver said, "Mr. Chair, I would like to give you an update, little Noah, the young man we had here at last Council, had surgery today and he's having a rough time. He's in LeBonheur recovering at this moment, but I reached out to his family and let them know that Council is asking for prayers for him and she appreciated that." Chairman Joe Hafner said, "That's a strong young man."

Chairman Joe Hafner said, "I know Steve sent out the Financials for September's so when you get a chance to look at those please do."

Mayor Harold Copenhaver said, "I would also like to add, as we move forward on the budgeting process we should have that, especially the Finance Committee here pretty shortly. We'll be able to get that forwarded to you. We have several more departments that we're in discussion with, but we've narrowed it down and I hope that Council will be pleased with the direction we're going." Chairman Joe Hafner said, "One thing that we have done in the past is actually schedule a working session to go through the budget stuff so if that's something you want to do, use the last meeting of this month to do, just let us know."

7. Public Comments

8. Adjournment

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

Aye: 6 - Brian Emison;Charles Coleman;Ann Williams;John Street;David McClain and LJ Bryant



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:275

Agenda Date: 11/30/2021

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE CONTINUUM OF CARE (COC) GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the City of Jonesboro is requesting permission to apply for a grant through the Balance of State for the Continuum um of Care (CoC) Program for; \$101,063.00 and

WHEREAS, Balance of State for the Continuum of Care (CoC) funds are 80% federally funded and local match is 20% from in-kind contributions and CDBG funds; and

WHEREAS, these funds shall be use for transitional housing management expenses at the Veterans Village Transitional Housing Development for Veterans in NEA that are facing or experiencing homelessness, possibly unsheltered, and require additional supportive services such as bus passes, healthcare, life skills training and financial literacy.

NOW LET IT BE RESOLVED BY THE CITY COUNCIL FOR JONESBORO, ARKANSAS THAT

SECTION 1: The City of Jonesboro will enter into an agreement with the Department of Housing and Urban Development for the execution of the Continuum of Care Program for the aforementioned activities.

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 agreement.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:285

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH C BEVERAGES COMPANY FOR SPONSORSHIP OF FIELDS AND EXCLUSIVE POURING RIGHTS AT JOE MACK CAMPBELL PARK, SOUTHSIDE SOFTBALL COMPLEX, JONESBORO MIRACLE LEAGUE, JONESBORO POOL CENTER, ALLEN PARK COMMUNITY CENTER, PARKER PARK COMMUNITY CENTER AND EARL BELL COMMUNITY CENTER

WHEREAS, Pepsi Beverages Company is seeking sponsorship recognition on one baseball field and one soccer field at Joe Mack Campbell Park, one softball field at Southside and the Mountain Dew Grand Slam Softball Tournament; and

WHEREAS, Pepsi Beverages Company is also seeking exclusive pouring rights at Joe Mack Campbell Park, Southside Softball Complex, Jonesboro Miracle League, Jonesboro Pool Center, Allen Park Community Center, Parker Park Community Center and Earl Bell Community Center; and

WHEREAS, Pepsi Beverages Company is sponsoring a baseball, soccer field and softball field along with exclusive pouring rights for the sum of \$8,500(Adjustable with the Volume/Funding Index) Annually for a period of 10 years; and

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Pepsi Beverages Company for the sponsorship of a one baseball field, one soccer field, one softball and exclusive pouring rights at Joe Mack Campbell Park, Southside Softball Complex, Jonesboro Miracle League, Jonesboro Pool Center, Allen Park Community Center, Parker Park Community Center and Earl Bell Community Center. A copy of said contract is attached as "Exhibit A."

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

BEVERAGE SALES AGREEMENT

This sets forth the agreement (“**Agreement**”) between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1301 Aggie Road, Jonesboro, AR 72401 (“**Pepsi**”) and City of Jonesboro doing business on behalf of Jonesboro Parks and Recreation, with its principal place of business at P.O. Box 1845, Jonesboro, AR 72403 on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any (“**Customer**”). The support described below is in lieu of any other discounts, allowances or rebates to which Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Definitions

As used in this Agreement, the following capitalized terms have the respective meanings assigned thereto below.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement.

“**Cases**” means cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, *e.g.*, two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

“**Competitive Products**” means any and all Beverages other than the Products.

“**Equipment**” means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), as more fully described in Section 4 herein.

“**Facilities**” means the parks, grounds, and entire premises of every facility operated by Customer as listed in attached Exhibit A and shall include any restaurant, snack bar, food cart, building, outlet or other facility in Customer's system that may be opened or acquired by Customer during the Term. In the event that new Facilities are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Facilities shall include the parking garages or other Customer owned/controlled/operated surrounding areas located at or within those facilities.

“**Gallons**” means gallons of the Postmix Products purchased by Customer from Pepsi during the Term.

“**Packaged Products**” means Beverages that are sold or distributed by Pepsi in pre-packaged form (*e.g.*, bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B

which may be amended by Pepsi from time to time.

“**Postmix Products**” means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi’s Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

“**Products**” means Postmix Products, and Packaged Products.

“**Units**” means the total combined Gallons and Cases purchased during any applicable time period. For the purposes of measuring total Units only, 1 Case of Packaged Products equals 1 Gallon of Postmix Product.

“**Year**” means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall be for a ten (10) year period beginning on January 1, 2021 and expiring on December 31, 2030, unless sooner terminated as provided herein (the “**Term**”). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Performance**

This Agreement, including all of Pepsi’s support to Customer as described below, is contingent upon Customer complying, throughout the Term, with all of the following performance criteria:

(A) **Exclusivity.** Pepsi is the exclusive Beverage supplier to Customer and the Facilities. Customer agrees to take all necessary steps to ensure that the Products are the exclusive Beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation digital, print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. The Facilities and Customer will not serve, dispense or otherwise make available or permit the availability of, or in any way advertise, display, represent or promote, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of Competitive Products.

(B) **Purchase and Resale of Products.** Customer agrees to continuously purchase, and require its Facilities and purchasing representatives to purchase, Products exclusively and directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Facilities. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) **Fountain Products.** Customer agrees to use the Postmix Products for use in preparing

the fountain beverage products (the “*Fountain Products*”): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; Customer agrees not to resell the Postmix Products either to nonaffiliated Facilities or to consumers in any form other than the Fountain Products.

(D) **Ancillary Product.** Customer agrees to purchase, and require its purchasing representatives to purchase all their respective requirements for carbon dioxide and branded disposable cups (“*Ancillary Products*”) exclusively from Pepsi.

(E) **Advertising Rights.** Pepsi may advertise and promote its Products in and with respect to Customer and its Facilities upon mutually agreed to terms and conditions. In addition, Customer must display appropriate brand identification for each Product served on all menus (including catering and digital), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(F) **Changes in Facilities.** Customer will promptly notify Pepsi, in writing, of any new Customer owned premises which may be opened or acquired during the Term so that Pepsi may have an opportunity to submit a proposal to Customer for Beverage rights at such premises. Customer will also promptly notify Pepsi, in writing of any premises which may be closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A. If Customer or more than 10% of its Facilities are temporarily closed for more than thirty (30) days during the Term, Customer and Pepsi agree that any fixed, advance, or guaranteed funding will be adjusted proportionate with the period of time in which Customer or its Facilities are closed. Notwithstanding the foregoing, Pepsi will not prorate fixed, advanced, or guaranteed funding during seasonal Facility closures or Facility renovations acknowledged with Pepsi’s prior written approval, which shall not be unreasonably withheld.

(G) **Product Mix; Minimum SKU/Brand Requirement.** Customer must mandate the distribution of a minimum core assortment of Products, including a mix of both Postmix Products and Packaged Products at each of the Facilities throughout the Term, as identified by Pepsi, based on Equipment type at the Facilities.

(H) **Restrictions for Products.** The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Facilities are located outside the territories serviced by Pepsi, then Pepsi may, upon request by Customer, use commercially reasonable efforts to facilitate an agreement between the Pepsi-Cola bottler servicing the applicable territory and Customer with terms substantially similar to the terms of this Agreement. Furthermore, Customer agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(I) **Best Taste Limit and Product Handling.** Customer understands that the Products provided hereunder are provided with a best taste limit (“*BTL*”) date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. Customer agrees that

no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

3. **Funding**

Provided Customer is not in breach of its performance obligations under this Agreement, Pepsi agrees to provide Customer with the funding described below.

(A) **Annual Support Funds.** In each of Years 1 through 10, Pepsi agrees to provide Customer with annual support funds payable to Customer within sixty (60) days after the commencement of each applicable Year of the Term of this Agreement, not to exceed ten (10) consecutive payments (the “**Annual Support Funds**”). In Year 1, the Annual Support Fund payment of Eight Thousand Five Hundred US Dollars (\$8,500) will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. Beginning in Year 2, the Annual Support Funds for each Year shall be calculated based on the volume of Units purchased by the Customer in the preceding Year, according to the index below.

Volume / Funding Index		
<u>Index</u>	<u>Total Unit Volume</u>	<u>Funding Amount</u>
1.03	3,091	\$8,758
1.02	3,060	\$8,671
1.01	3,030	\$8,585
1.00	3,000	\$8,500
0.99	2,970	\$8,415
0.98	2,940	\$8,331
0.97	2,911	\$8,248
0.96	2,882	\$8,165

The Annual Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to Customer’s failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 60 herein.

(B) **Marketing Support.** Each Year during the Term, Pepsi agrees to provide Customer with marketing support, valued at up to Two Thousand Four Hundred US Dollars (\$2,400) (“**Marketing Support**”). The Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of sale of the Products at the Facilities, as mutually agreed to by the parties. Customer acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

(C) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Facilities pursuant to this Agreement, and will provide Customer with rebates calculated based on applicable rates set forth below (the “**Rebates**”). The Rebates, as applicable, will be paid by Pepsi within sixty (60) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 2 above.

Rebates Rates	Eligible Products*
\$2.00/Gallon	BIB 3G & 5G Postmix Products
\$3.00/Case**	20oz Corporate CSDs, Gatorade, Dole, Lipton Iced Tea; 16.9oz Gatorade Bolt 24; 16oz Rise Energy
\$1.00/Case**	20oz Aquafina
*The following Products are excluded from Rebates: chilled Beverages	
**24-pk or equivalent (e.g., two (2) 12-pk)	

(D) **Commissions.** Pepsi will provide Customer with commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government-imposed taxes/fees and deposits, as applicable (“*Commissions*”). Such Commissions shall be at the rate(s) set forth below (the “*Commission Rate*”) and shall be calculated as follows:

$$(CIB - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

Product	Initial Vend Price	Commission Rate*
20oz Aquafina, Dr Pepper, Mt Dew, & Corporate CSDs; 16oz Mt Dew Kickstart; 15.2oz Dole	\$2.00	15%
20oz Gatorade	\$2.25	15%
*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer		

(1) **Commissions Payment.** Pepsi shall pay Commissions to Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Pepsi from time to time.

(2) **Change to Commission Rate/Formula.** Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.

(3) **Vend Price.** The initial vend prices for Customer to qualify for any Commissions are set forth in the Commission chart above. Pepsi shall have the right to increase vend prices by \$0.25 in each of Years 3 and 6. Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed

charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

4. Equipment and Service

(A) **Equipment.** Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Facilities. Customer agrees that the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and subject to applicable local law, rule or regulation. Customer will not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi's request, Customer will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to Customer pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(B) **Vending Machines.** With respect to the vending machine Equipment placed at the Facilities (the "***Vending Machines***"), Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(C) **Service.** Pepsi will provide, at no charge to Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible, however because delays in service may be caused by factors well outside of Pepsi's control, Pepsi's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

5. Pricing

Customer will purchase, and will require that any third parties or purchasing representative for the Facilities to purchase, Products and Ancillary Products directly and exclusively from Pepsi pursuant to the pricing and terms and conditions set forth herein. The initial pricing schedule for Products is set forth on attached Exhibit B, which may be changed by Pepsi from time to time

during the Term. Pepsi will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

6. General Terms

(A) **Termination for Default.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason Customer closes one or more Facilities, or if one or more Facilities breaches the Agreement, then Pepsi shall have the option, in lieu of termination of the entire Agreement, to (i) adjust funding in Section 3 commensurate with the projected decline in volume; (ii) terminate the Agreement only as it pertains to the sold, closed or breaching Facilities; and (iii) obtain an equitable reimbursement for the portions of funding and other costs attributable to such sold, closed or breaching Facilities. Notwithstanding the foregoing, this paragraph will not apply to seasonal Facility closures with Pepsi prior written approval, such approval not to be unreasonably withheld.

(B) **Remedies.** If the Term of this Agreement is terminated early for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer and the Facilities for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying such funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve);

(ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facilities, as applicable; and

(iii) An amount as liquidated damages, for lost sales suffered by Pepsi as a result of such termination, equal to the sum of: (a) the product of \$7 multiplied by the projected number of Gallons of Postmix Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's average annualized purchase rate and (b) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and Customer's

average annualized purchase rate.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer will surrender to Pepsi all Equipment installed in the Facilities.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Facilities for Products ordered from and delivered by Pepsi and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between Customer and Pepsi and/or its subsidiaries and affiliates.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process or as reasonably necessary for either party to enforce its rights hereunder, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is (x) capable of fully performing all obligations of the assignor hereunder and (y) agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires Customer or substantially all Facilities or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 6(B) herein.

(G) **Governing Law.** The laws of the state of Arkansas govern all matters arising out of this Agreement.

(H) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If Customer makes a price discrepancy claim within 90 days of the invoice date, Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102

If Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any

additional supporting documentation.

(I) **Tax.** Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. If Pepsi is charged common area maintenance fees, taxes or other charges related to Pepsi's occupation of the space allocated to its Equipment at the Facilities, Pepsi may make an adjustment to the consideration provided Section 3 above to offset for such costs.

(J) **Force Majeure.** No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("**Force Majeure Event**"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

(K) **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(L) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(M) **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

(N) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 700 Anderson Hill Road,

Purchase, NY 10577, Attention: PBNA Division General Counsel or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(O) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. If the parties have not entered into a new agreement by the ninetieth day prior to expiration of the Term, Customer will be free to enter into discussions/negotiations with third parties except that Customer hereby grants Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. Customer will provide Pepsi with details of any such bona fide offers, and Pepsi will have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names will be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer will be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(P) **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facility operates and (ii) purchases Products outside Pepsi's exclusive territory where the Facility operates and resells such Products within Pepsi's exclusive territory.

(Q) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(R) **Representations.** Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

**City of Jonesboro doing business on behalf
of Jonesboro Parks and Recreation**

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

Customer Facilities

Joe Mack Campbell Park

Jonesboro Softball Complex (COF 9657216)

Jonesboro P&R Miracle League (COF 3498382)

Earl Bell Community Center (COF 3592603)

Allen Park Community Center (COF 9294967)

Parker Park Community Center (9294799)

City of Jonesboro Pool Center (COF 9801677)

Exhibit B
Products and Prices

Blue Zone 2 Pricing (All B&C)
Platinum Price group (All fountain/BIB)
Pricing as indicated for 2021

<u>Product</u>	<u>Package</u>	<u>On Ticket Price</u>	<u>Local CDA Rebate</u>	<u>Net Price</u>
All CSD and Non-Carb	20oz 24L	\$24.10	\$3.00	\$21.10
Gatorade_Total	20oz 24L	\$23.60	\$3.00	\$20.60
Aquafina_Base_Total	20oz 24L	\$10.85	\$1.00	\$9.85
Gatorade_Bolt_24_Total	16.9oz 12L	\$19.65	\$3.00	\$16.65
Rise_Energy_Total	16oz 12P	\$25.70	\$3.00	\$22.70
Corp_CSD_TOTALFTN	BIB 5G	\$17.42	\$2.00	\$15.42
Dr_Pepper_TotalFTN	BIB 5G	\$17.94	\$2.00	\$15.94
Corp_CSD_TOTALFTN	BIB 3G	\$17.99	\$2.00	\$15.99
Tropicana_Juice_Non_Chilled_TotalFTN	BIB 5G	\$17.42	\$2.00	\$15.42
Siberian_TotalFTN	BIB 3G	\$42.02	\$2.00	\$40.02



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:286

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH CORINTH COCA-COLA BOTTLING COMPANY, INC. FOR EXCLUSIVE POURING RIGHTS AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Jonesboro Shooting Sports Complex; and

WHEREAS, Corinth Coca-Cola Bottling Company is also seeking exclusive pouring rights at Jonesboro Shooting Sports Complex for a period of 10 years; and

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Corinth Coca-Cola Bottling Company for the exclusive pouring rights at Jonesboro Shooting Sports Complex for a period of 10 years. A copy of said contract is attached as "Exhibit A.

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

AGREEMENT

THIS AGREEMENT is made as of the 1st day of October 2021 (“Effective Date”) by and between City of Jonesboro Parks and Recreation (“ACCOUNT”) and Corinth Coca-Cola Bottling Company, Inc. (“SUPPLIER”).

RECITALS

WHEREAS, SUPPLIER desires to obtain certain exclusive promotional and beverage availability rights for products of SUPPLIER; and

WHEREAS, ACCOUNT is vested with the authority to grant SUPPLIER exclusive promotional, advertising and beverage availability rights described herein with respect to the FACILITY (as defined herein) and is willing to do so for the consideration stated herein.

NOW, THEREFORE and in consideration of the mutual covenants contained in this Agreement, ACCOUNT and SUPPLIER (“the Parties”) hereto agree as follows:

Section 1 – Definitions

- (a) “Agreement Year” shall mean each twelve-month period during the Term beginning with the first day of the Term.
- (b) “Beverages” shall mean all nonalcoholic beverages of any kind, liquid or powder, excluding fresh-brewed coffee or water drawn from a public water source.
- (c) “Packages” shall mean Products in bottles, cans, pouches and post-mix containers of all sizes.
- (d) “Products” shall mean all Beverages purchased directly from the SUPPLIER or sold through Beverage vending machines owned by and serviced by SUPPLIER.
- (e) “Competitive Products” shall mean all Beverages which are not Products.
- (f) “Facility” shall mean the entire premises of Jonesboro Sports Shooting Complex, located at 3702 Moore Road, Jonesboro, Arkansas, including without limitation, current and future buildings, the grounds, parking areas, vending and concession areas.

Section 2 – Term

This Agreement shall be in effect for a period of 10 (Ten) years beginning as of the Effective Date and ending on September 30, 2031 (“Term”).

Section 3 – Advertising Rights

- (a) ACCOUNT hereby grants to SUPPLIER the exclusive right to advertise Beverages and specifically Products, at the Facility, in connection with the Facility and ACCOUNT. SUPPLIER shall also have the exclusive right to advertise at the Jonesboro Shooting Complex (as defined herein) at the Facility.
- (b) ACCOUNT agrees the SUPPLIER’s advertising shall be prominently listed on any menus, including menu boards, located at Facility and all equipment dispensing Products shall be prominently identified with the appropriate trademarks and logos.
- (c) ACCOUNT agrees that should Facility dispense any Products into cups, that ACCOUNT will purchase Approved Cups from SUPPLIER and that no other trademarked cups or containers will be permitted.

Section 4 – Sponsorship Rights

- (a) SUPPLIER will be recognized as the “Official” or “Exclusive” beverage of Facility and ACCOUNT and SUPPLIER’s trademark / logo shall be displayed on all Facility concessions and menu signage at Facility.
- (b) Facility and ACCOUNT will provide opportunities for SUPPLIER to sample to attendees at the Facility, as mutually agreed upon, new Beverages as they may become available to SUPPLIER.

Section 5 – Product Rights

- (a) ACCOUNT hereby grants to SUPPLIER the Exclusive right to sell and distribute Beverages at the Facility. ACCOUNT and its concessionaires shall purchase all Products and Approved Cups directly from SUPPLIER in accordance with the pricing schedule set forth in Exhibit A. Such prices shall remain in effect through Agreement Year one. During the remainder of the Term, SUPPLIER agrees that any price increases shall be communicated to account 30 days before price increases take effect.
- (b) ACCOUNT hereby grants SUPPLIER the exclusive Beverage vending rights at the Facility on a Self-Fill basis. ACCOUNT shall allow the placement of a minimum of 1 Beverage vending machines in mutually agreed to locations at the Facility. ACCOUNT will maintain Beverage Product availability in SUPPLIER’s Beverage vending machines as required to maximize availability and volume of Products. Beverage vending machines will be supplied to ACCOUNT and maintained by SUPPLIER at no cost to ACCOUNT.
- (c) During the term, SUPPLIER will loan to ACCOUNT, at no cost, Beverage equipment reasonably required and as mutually agreed upon to dispense Beverages at Facility (Equipment). ACCOUNT represents that electrical service at the Facility is proper and adequate for the installation and proper operation of Equipment. ACCOUNT agrees to indemnify and hold harmless SUPPLIER from any damages arising out of defective electrical services and improper operation of Equipment.
- (d) During the Term, ACCOUNT agrees to make 20-ounce sparkling beverages and other still polyethylene terephthalate bottled Products, such as 18.5 oz Gold Peak Tea, exclusively available for sale and distribution at Jonesboro Sports Shooting Complex.

Section 6 – Delivery

- (a) SUPPLIER agrees to deliver Products ordered by ACCOUNT within SUPPLIER’s standard delivery schedule. SUPPLIER agrees to make a good faith effort to deliver Products to ACCOUNT outside of SUPPLIER’s standard delivery schedule if needed. ACCOUNT agrees to provide SUPPLIER with a minimum of two (2) days advance notice for Product orders, excluding weekends and holidays.

Section 7 – Consideration. In consideration of the rights and benefits granted to SUPPLIER hereunder, SUPPLIER agrees to:

- (a) Sell in year 1 to ACCOUNT, at zero dollars, 1 special event trailer for use in promoting Products and making Products available for sale at Facility.

- (b) Pay ACCOUNT in years 2 and 3 the sum of Two Thousand Five Hundred dollars (\$2,500) per year as a Sponsorship Funding, payable within thirty (30) days after the anniversary date of the executed contract. If ACCOUNT terminates this Agreement during the Term, any unearned amount will be refunded to SUPPLIER.
- (c) Pay ACCOUNT in years 4 thru 10 the sum of Five Thousand Dollars (\$5,000) per year as Yearly Sponsorship Funding, payable within thirty (30) days after the anniversary date of the executed contract. If ACCOUNT terminates this Agreement during the Term, any unearned amount will be refunded to SUPPLIER.
- (d) **Rebates-** Supplier will pay all rebates at the end of each quarter in the agreement year in which they were earned for the following products purchased and paid for by the account directly from the supplier.

Section 8 – Competitive Products

- (a) No Competitive Products may be made available as gratis, sold, dispensed or served anywhere, at any time at the Facility.
- (b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.
- (c) ACCOUNT will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with the Facility in any advertising or promotional activity of any kind.

Section 9 – Termination

- (a) If either party fails to perform any of the promises set forth in the Agreement, then as an option but not as its sole remedy, the non-breaching party may terminate this Agreement after thirty (30) days written notice to the breaching party and concurrent opportunity to cure.
- (b) If ACCOUNT breaches any of its obligations set forth in the Agreement, then at its option not as its sole remedy, SUPPLIER may terminate this Agreement and ACCOUNT shall: (i) return any Equipment, and (ii) pay to SUPPLIER the unearned portion of any pre-paid Funding.
- (c) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of the Agreement, or if for any reason the use of Facility is interrupted for an extended period of time, then at its sole option and not as its sole remedy, SUPPLIER may terminate this Agreement and ACCOUNT shall: (i) return any Equipment, and (ii) pay to SUPPLIER the unearned portion of any pre-paid Funding.
- (d) ACCOUNT represents and warrants that it has full right and authority to enter into the Agreement and to grant and convey to SUPPLIER the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, SUPPLIER may terminate this Agreement and ACCOUNT shall: (i) return any Equipment, and (ii) pay to SUPPLIER the unearned portion of any pre-paid Funding.

Section 10 – Indemnification

ACCOUNT agrees to defend, indemnify and hold SUPPLIER harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorneys’ cost and fees, for injury to, including death of, person (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the rights conveyed herein with the understanding that this obligation shall not apply to a loss or damage caused solely by the negligence or willful misconduct of the party to be indemnified. This agreement shall in no way compromise the Tort immunity Status of the city of Jonesboro.

Section 11 – Notices

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when deposited, postage prepaid, in the United States mail, addressed as set forth below or such other address as either of the parties shall advise the other in writing.

If to SUPPLIER: Corinth Coca-Cola Bottling Works, Inc.
6555 AR1
Jonesboro, Arkansas 72404
Attention: Bill Pate

If to ACCOUNT: City of Jonesboro Parks and Recreation
3009 Dan Avenue
Jonesboro, Arkansas 72401
Attention: Danny Kapales

Section 13 – Governing Law

This Agreement any dispute arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without reference to its conflict of law rules.

Section 14 – Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

Section 15 – Entire Agreement

This agreement and its Exhibit shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either parties.

IN WITNESS WHEREOF, the undersigned have caused the Agreement to be duly executed as of the date first above written.

Corinth Coca-Cola Bottling Works, Inc.:

ACCOUNT NAME:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Pricing and Rebates

Bottler Bottle/Can Beverage Package	Customer Case Cost of Goods	Units Per Case	Customer Unit Cost of Goods	Customer Rebate per Case
16 oz Energy 24 pk	\$41.62	24	\$1.73	\$ 2.00
15 oz Java 12 pk	\$22.56	12	\$1.88	\$ 1.00
20 oz. Coca Cola Soft Drinks 24 pk	\$27.60	24	\$1.15	\$ 3.00
20 oz. Dasani Water 24 pk	\$14.80	24	\$0.62	\$ 3.00
20 oz. PowerAde 24 pk	\$27.60	24	\$1.15	\$ 3.00
18.5 Gold Peak Tea 12 pk	\$15.00	12	\$1.25	\$ 1.00
20 oz Smart Water 24 pk	\$30.00	24	\$1.25	\$ 3.00
16 oz Body Armor 12 pk	\$15.00	12	\$1.25	\$ 0.50



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:288

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION'S BUS AND BUS FACILITIES COMPETITIVE GRANT FOR FY21.

WHEREAS, applications are now being accepted for the FY21 Competitive Bus and Bus Facilities Program; and

Whereas, the Competitive Bus and Bus Facilities Program grant will cover the cost upgrading up to 50 JETS bus stops with covered shelters, benches, interactive screens and safety features.

Whereas, the City of Jonesboro, Arkansas is seeking funding of \$1,000,000 for the upgrade of up to 50 JETS bus stops. The federal share is \$800,000 and the local match is \$200,000.

Whereas, the City of Jonesboro will take bids from various competitors and select the proposal that offers the best financial investment.

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

SECTION 1: The City of Jonesboro, Arkansas supports the submission of the application to the FY21 Competitive Bus and Bus Facilities Program grant for upgrades to JETS bus stops.

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

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



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:289

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH RITTER COMMUNICATIONS TO INSTALL FIBER CONNECTIVITY AT THE INTERSECTION OF MLK/HIGHLAND FOR TRAFFIC ANALYTICS AND TO EXPAND WI-FI CAPABILITIES AT THE E. BOONE WATSON COMMUNITY CENTER

WHEREAS, the City of Jonesboro, Arkansas and Ritter Communications, Inc. currently have an agreement for metro and fiber internet services; and

WHEREAS, the City of Jonesboro is in need to have fiber connectivity at the intersection of MLK/Highland and the E. Boone Watson community center to expand Wi-Fi capabilities and traffic analytics.

WHEREAS, the network connections would increase the monthly service by \$430.31

WHEREAS, the Change Order is attached hereto.

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

1. The City of Jonesboro approves the Change Order with Ritter Communications, Inc. to provide increased to the fiber network to the City. That the Change Order is attached hereto and the terms are set out therein.
2. The Mayor, Harold Copenhaver and City Clerk April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Contract Change Notice



Customer Name: City of Jonesboro
Service Address: Traffic Light - MLK and 5800 E
Service City/State/Zip: Jonesboro AR 72401
Billing Address: PO Box 1845
Billing City/State/Zip: Jonesboro AR 72403

Issue Date: 11/16/2021
Current Contract Rate: \$21,321.94
New Contract Rate: \$21,632.31
Contract Number: 040995
Account Number: 00035309-5

Business Contact: Jason Ratliff
Phone: 870-680-2746 cell
Email: jratliff@jonesboro.org
Sales Representative: Scott Roberson

**Quotes are good for 30 days*

Product Description	Quantity + or -	Unit Price	Price Adjustment
Add: Metro Ethernet Service - 20MB (Cabinet for Traffic Light at MLK / Highland Dr Jonesboro, AR)	1	\$310.37	\$310.37

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Recurring service charges associated with this quote are effective upon the installation date of these services. Any dispute for these service charges must be addressed through the process defined in the Terms and Conditions, within the Bill Disputes section. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein. By authorizing this quote, you are agreeing to the Master Services Agreement and Terms and Conditions appended to this document. Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA. *Quote does not include local, state, federal taxes or 911 fees.

Total Additional Monthly Price*
\$310.37

Notes: To accept this proposal please sign and fax to 870.336.9443 or scan and email to scott.roberson@rittercommunications.com. Thank you! Scott R. (870.336.3443 office)

Ritter Representative

Signature: Scott Roberson
Printed Name: Scott Roberson
Position Title: Business Sales Representative
Date: 11/16/2021

Customer

Signature: _____
Printed Name: _____
Position Title: _____
Federal ID# or SSN: 71-6013749
Date: _____



870.336.3434

Contract Change Notice



Customer Name: City of Jonesboro
 Service Address: 1005 Logan Ave
 Service City/State/Zip: Jonesboro AR 72401
 Billing Address: PO Box 1845
 Billing City/State/Zip: Jonesboro AR 72403

Issue Date: 11/16/2021
 Current Contract Rate: \$29.12
 New Contract Rate: \$149.06
 Contract Number: 040810
 Account Number: 00035309-5

Business Contact: Jason Ratliff
 Phone: 8702077181 or 8709193024 cell
 Email: mwstoneman@sbrmc.org
 Sales Representative: Scott Roberson

**Quotes are good for 30 days*

Product Description	Quantity + or -	Unit Price	Price Adjustment
Add:			
Ritter Fiber Optic Internet Service: 50MB Download x 15MB Upload Speed	1	\$109.95	\$109.95
Wireless Router with Support	1	\$9.99	\$9.99

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Recurring service charges associated with this quote are effective upon the installation date of these services. Any dispute for these service charges must be addressed through the process defined in the Terms and Conditions, within the Bill Disputes section. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein. By authorizing this quote, you are agreeing to the Master Services Agreement and Terms and Conditions appended to this document. Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA. *Quote does not include local, state, federal taxes or 911 fees.

Total Additional Monthly Price*
\$119.94

Notes: To accept this proposal please sign and fax to 870.336.9443 or scan and email to scott.roberson@rittercommunications.com. Thank you! Scott R. (870.336.3443 office)

Ritter Representative

Signature: Scott Roberson
 Printed Name: Scott Roberson
 Position Title: Business Sales Representative
 Date: 11/16/2021

Customer

Signature: _____
 Printed Name: _____
 Position Title: _____
 Federal ID# or SSN: 71-6013749
 Date: _____

Right by You

870.336.3434



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:290

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ESTABLISH A CAPITAL IMPROVEMENT CARRYOVER FUND FOR BUDGETED PROJECTS REMAINING IN PROCESS AT YEAREND 2021

WHEREAS, RES-20:244 adopted the 2021 budget for City of Jonesboro, Arkansas; and

WHEREAS, analysis projecting the status of Capital Improvement Projects as of yearend 2021 have determined that \$5,598,332 in projects will remain in process at yearend; and

WHEREAS, these projects were included in the 2021 budget; and

WHEREAS, various reasons have contributed to delay in completion of these projects, i.e. delay in State contract bid letting, acquisition of necessary right-of-way, necessary change orders, availability of equipment, etc.; and

WHEREAS, Operation and Maintenance expenditures through October 31, 2021 continue to show a favorable variance when comparing to the approved 2021 budget.

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

Section 1: A Capital Improvement Carryover Fund is established for a total of \$5,598,332 to facilitate the completion of these budgeted projects, per the attached schedule.

2021 Appropriation - Capital Improvement Carryover Fund

<u>Dept.</u>	<u>2021 Budget Carryover Project</u>	<u>Amount</u>	<u>Total</u>
Parks- JMC	Soccer Field Lights	100,000	
Parks- CFP	CFP - Pier Repair	65,000	
Parks- Softball	Fence	10,000	
Parks- Comm Centers	Tennis Court Fence Repairs	5,000	
Parks- Shooting Range	Current Shooting Range	700,000	
Bldg. Maintenance	Maintenance Shop Building	1,250,000	
Bldg. Maintenance	Animal Control Generator	86,000	
Bldg. Maintenance	Unplanned Facilities Expense	25,000	
Grants- CI	Union Street Park- 100K Grant/100K us	80,000	
Grants- CI	EDA/DRA Cares Act	509,650	
Grants- CI	Downtown to A-State	420,250	
Grants- CI	University Heights Trail	79,000	
Grants- CI	Hazard/Flood Mitigation Grant	62,753	
Grants- CI	CRISI Project	175,659	
General Fund			<u>3,568,312</u>
Engineering	AHTD100942 Airport Overpass	1,450,020	
Engineering	AHTD100657 MLK Extension	580,000	
Street Fund			<u>2,030,020</u>
Grand Total			<u>5,598,332</u>