



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, August 17, 2010

6:30 PM

Huntington Building

PUBLIC SAFETY COMMITTEE MEETING AT 5:30 P.M.

City Council Chambers, Huntington Building

NOMINATING & RULES COMMITTEE MEETING AT 6:15 P.M.

City Council Chambers, Huntington Building

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-10:072 Minutes for the City Council meeting on August 3, 2010.

Attachments: [Minutes](#)

RES-10:089 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ESTHER L. KITTERMAN REVOCABLE TRUST FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement](#)

Legislative History

8/3/10	Public Works Council Committee	Recommended to Council
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RES-10:090 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM CITY WATER & LIGHT PLANT

Sponsors: Mayor's Office

Attachments: [CWL Drainage Easement](#)
[CWL Drainage Easement - PDF version](#)

Legislative History

8/3/10 Public Works Council Recommended to Council
 Committee

RES-10:093 A RESOLUTION TO ENTER INTO A PLANNING ASSISTANCE TO STATES AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR THE JONESBORO, ARKANSAS MASTER DRAINAGE PLAN STUDY

Sponsors: Engineering

Attachments: [PAS Agreement](#)

Legislative History

8/3/10 Public Works Council Recommended to Council
 Committee

RES-10:096 A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657

Sponsors: Mayor's Office

Attachments: [Lease Agreement Nettleton Masonic Lodge](#)
[Lease Agreement Nettleton Masonic Lodge - PDF](#)

Legislative History

8/10/10 Public Works Council Recommended to Council
 Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-10:069 AN ORDINANCE TO AMEND THE 2010 BUDGET FOR THE CITY OF JONESBORO, ARKANSAS

Sponsors: Finance and Mayor's Office

Attachments: [Summary of Clean-up Ordinance Effects](#)
[General Fund Revenues](#)
[Fire Department Revised Expenditures](#)
[Revised Outside Agencies Budget](#)
[Revised Parks Expenditures](#)
[Revised Street Dept Budget](#)
[Revised Cemetery Fund Budget](#)
[Revised Grants Budget](#)
[A&P Fund Budget](#)
[Fire Truck Fund](#)
[Revised Capital Improvements Revenue](#)

EMERGENCY CLAUSE

Legislative History



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-10:072 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 8/9/2010 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on August 3, 2010.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on August 3, 2010.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, August 3, 2010

6:30 PM

Huntington Building

PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

PUBLIC HEARING AT 6:15 P.M.

Regarding the abandonment of one foot of the utility and drainage easement in Lot 4, Block B of Phase I in Rossland Hills Subdivision as requested by John & Carol McCarthy

Mr. Ryan Wilson, attorney for the property owners, discussed the abandonment. He noted there have been no objections from the utility providers and the abandonment was recommended by the Public Works Committee. No opposition was voiced concerning the abandonment.

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent 1 - Chris Moore

4. SPECIAL PRESENTATIONS

COM-10:076 Proclamation by the Mayor to the Jets Swim Team

Mayor Perrin commended the team for their work and noted some of the team members will be competing at the zone championship in Nebraska and the Junior Olympics in Virginia. He presented the team with the proclamation and congratulated the team for their accomplishments.

JETS swim team member Lilly Jones thanked Mayor Perrin on behalf of the coaches and teammates. She presented the Mayor with a Jonesboro JETS t-shirt and stated they are proud to represent the City of Jonesboro.

This item was Read.

COM-10:077 Proclamation by the Mayor to Somer Allen, Miss Greater Jonesboro

Mayor Perrin presented the proclamation to Miss Greater Jonesboro Somer Allen and commended her for her positive influence on younger generations in Jonesboro. He also thanked Shane and Ellen Pollack, directors of the Greater Jonesboro pageant, for their work. Ms. Allen thanked Mayor Perrin and the City Council for the proclamation.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Gibson, seconded by Councilman Gene Vance, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

MIN-10:068 Minutes for the City Council meeting on July 20, 2010.

This item was PASSED on the consent agenda.

RES-10:091 A RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO THE CRAIGHEAD COUNTY SOLID WASTE DISPOSAL AUTHORITY

Sponsors: Mayor's Office

This item was PASSED on the consent agenda.

Enactment No: R-EN-071-2010

RES-10:092 A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENGAGEMENT LETTER FOR AUDIT SERVICES OF FEDERAL AWARDS WITH FREEMAN & COMPANY, CPA

Sponsors: Finance

This item was PASSED on the consent agenda.

Enactment No: R-EN-072-2010

RES-10:094 A RESOLUTION TO ALLOW THE VALLEY VIEW RURITAN CUB SCOUT PACK 1225 TO PARTICIPATE IN THE CITY OF JONESBORO AREA "ADOPT A STREET" PROGRAM.

Sponsors: Mayor's Office

This item was PASSED on the consent agenda.

Enactment No: R-EN-073-2010

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-10:059 AN ORDINANCE TO AMEND THE 2010 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A MOBILITY SPECIALIST POSITION TO THE JETS DEPARTMENT

Sponsors: JETS and Human Resources

Councilman Street offered the ordinance for first reading by title only.

Councilman Dover asked for clarification regarding how the position will be funded. Mayor Perrin explained the position will be working with other agencies such as Area Agency on Aging, St. Bernard's and FOCUS. He further explained the position will be funded through grants, as well as sponsorships from the partnering agencies. He noted nothing will be coming out of the City's general revenue for the position.

Councilman Street motioned, seconded by Councilman Woods, to suspend the rules and waive second and third readings. All voted aye.

Councilman Gibson motioned, seconded by Councilman Dover, to adopt the emergency clause. All voted aye.

Mr. Keith Carle questioned if the City will continue to pay for the position if the grant funding runs out. Mayor Perrin answered no.

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: O-EN-044-2010

ORD-10:064 AN ORDINANCE TO APPROVE FUNDING FOR RADIO UPGRADES FOR PUBLIC SAFETY AND PUBLIC WORKS INFRASTRUCTURE AND WAIVE COMPETITIVE BIDDING OF REQUIRED PURCHASES

Sponsors: E911 and Finance

Councilman Street offered the ordinance for first reading by title only.

Councilman Dover asked how the purchase will be funded. Mayor Perrin answered the funding will be from the 911 Center due to the \$200,000 grant the department recently received. He also commended E-911 Director Jeff Presley for negotiating the price down even though Motorola is the sole source. He then discussed the radios and noted the purchase is a budgeted item.

Councilman Dover motioned, seconded by Councilman Gibson, to suspend the rules and waive second and third readings. All voted aye.

Councilman Johnson motioned, seconded by Councilman Vance, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman

John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: O-EN-045-2010

ORD-10:066

AN ORDINANCE TO VACATE AND ABANDON ONE FOOT OF THE UTILITY AND A DRAINAGE EASEMENT IN LOT 4, BLOCK B OF PHASE I IN ROSSLAND HILLS' SUBDIVISION, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, AS REQUESTED BY JOHN MCCARTHY

Councilman Street offered the ordinance for first reading by title only.

Councilman Street motioned, seconded by Councilman Hargis, to suspend the rules and waive second and third readings. All voted aye.

Councilman Vance motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.

A motion was made by Councilman John Street, seconded by Councilman Jim Hargis, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: O-EN-046-2010

ORD-10:067

AN ORDINANCE TO AMEND THE 2010 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD AN ASSISTANT TO THE DIRECTOR OF PARKS AND RECREATION

Sponsors: Human Resources and Parks & Recreation

Mayor Perrin discussed the position. He explained Mr. Jeff Owens was recently promoted to the Parks Director position, which left the position of Assistant Parks Director vacant. He further explained after reviewing the way the Parks Department functions they decided to add the position of Assistant to the Parks Director to the department and do away with the Assistant Parks Director position. He stated the Assistant to the Parks Director position will bring in revenue for the department, serve as an ambassador and be a business development officer. He noted the salary is lower than the Assistant Parks Director position, which will cut the salaries in that department by at least \$50,000. Further discussion was held concerning the position.

Councilman Dover offered the ordinance for first reading by title only.

Councilwoman Williams motioned, seconded by Councilman Fears, to suspend the rules and waive second and third readings. All voted aye.

Mr. Keith Carle questioned why the City is adding a position to the department at the same time the City is saying it's financially distressed and is asking for a sales tax. Councilman Frierson reiterated Mayor Perrin's earlier statement, noting that the addition of the position will save the City at least \$50,000 in salaries in the Parks Department. Mr. Carle then questioned why the City doesn't outsource the duty of

advertising similar to the way the City outsourced advertising for JETS with the hire of Harpole Phillips. He also expressed concern about just having heard about this position. Mayor Perrin noted the position was discussed at Finance Committee meeting last week, which was covered in the newspaper. He also stated they took into the consideration the other factors, such as unemployment and FICA, that go along with the addition of a new position. He explained with the addition of this position the Assistant Parks Director position is being deleted, which was paid at a higher rate and is a position that is no longer needed in the department. He assured Mr. Carle that they have run all the figures and the Assistant to the Parks Director position will save the City \$50,000 to \$75,000 in total cost. Mayor Perrin added JETS did outsource advertising until they discovered that it would be easier to have the position in-house to better control the contracts and cost.

Councilwoman Williams motioned, seconded by Councilman Vance, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: O-EN-047-2010

RESOLUTIONS TO BE INTRODUCED

RES-10:064 A RESOLUTION TO Condemn property at 305 N Bridge and is owned by Verlee & Mary Harris

Sponsors: Code Enforcement

No opposition was voiced.

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Jim Hargis;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: R-EN-074-2010

RES-10:065 A RESOLUTION TO Condemn property at 1001 Creath and is owned by Mamie Bennett

Sponsors: Code Enforcement

No opposition was voiced.

A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Jim Hargis; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 1 - Chris Moore

Enactment No: R-EN-075-2010

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

He, along with City Attorney Phillip Crego, Police Chief Michael Yates, Purchasing Agent Steve Kent and Human Resources Director Gloria Roark, recently met with the Municipal League concerning their benefit programs and are comparing them to what the City has now. He added after further review of the programs they will be going back to the Municipal League.

Nordex will be holding their grand opening as well as an international board meeting on October 29th in Jonesboro. He noted everyone will be receiving invitations to attend.

Several restaurants in Jonesboro had injunctions placed against them from the Alcohol Beverage Control Board. He added the City and the Council will review those issues once the ABC has finished. He noted they contacted the ABC Board and all of the issues are under appeal at this time.

National Night Out is being held tonight at six different locations in the City. He encouraged everyone to attend, adding it's a great way for the citizens to get to know the city officials.

They are working to get Commerce Drive classified in order to qualify for federal funding. They will be taking it to the Transportation Advisory Commission for recommendations.

Expenses for the first seven months were \$1.5 million under budget in Operations & Management. Overall, expenses were \$3.6 million under budget. There are several items, such as the non-uniform pension payment, that will change those numbers during the rest of the year. He added the department heads are continuing to cut expenses. Revenue is \$1,377 higher than budgeted. He will be emailing the Council the financial reports.

Mayor Perrin then referred back to the consent agenda and presented Valley View Ruritan Cub Scout Pack 1225 with their Adopt a Street sign. He explained the Cub Scouts will be keeping the entire intersection by Valley View Schools clear for the year.

9. CITY COUNCIL REPORTS

Councilman Street commended the Cub Scout pack for adopting the street.

Councilman Woods thanked the Council and Ms. Gayle Vickers for attending the recent Arkansas Legislative Task Force on Poverty meeting that was held at



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:089 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 7/12/2010 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ESTHER L. KITTERMAN REVOCABLE TRUST FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Indexes:

Code sections:

Attachments: [Permanent Drainage Easement](#)

Date	Ver.	Action By	Action	Result
8/3/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ESTHER L. KITTERMAN REVOCABLE TRUST FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements:

THE SOUTH 15 FEET OF LOT 50 OF MERRYWOOD SUBDIVISION RECORDED IN BOOK 179 PAGE 88 IN THE OFFICE OF THE CIRCUIT CLERK IN THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS ESTHER L. KITTERMAN REVOCABLE TRUST, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

THE SOUTH 15 FEET OF LOT 50 OF MERRYWOOD SUBDIVISION RECORDED IN BOOK 179 PAGE 88 IN THE OFFICE OF THE CIRCUIT CLERK IN THE WESTERN DISTRICT OF CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 8th day of July, 2010.

ESTHER L. KITTERMAN REVOCABLE TRUST

By Esther Kitterman
Esther L. Kitterman, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Esther Kitterman to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 8th day of July, 2010.

My Commission Expires: 11-13-17

Laurie Denise Carter
Notary Public (Signature)

Laurie Denise Carter
Notary Public (Print)





Legislation Details (With Text)

File #: RES-10:090 **Version:** 2 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 7/14/2010 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM CITY WATER & LIGHT PLANT

Sponsors: Mayor's Office

Indexes:

Code sections:

Attachments: [CWL Drainage Easement](#)
[CWL Drainage Easement - PDF version](#)

Date	Ver.	Action By	Action	Result
8/3/2010	2	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM CITY WATER & LIGHT PLANT

Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described property and easements for constructing a detention pond and maintaining said improvements:

THE SOUTH 30 FEET OF THE PROPERTY DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 357 PAGE 529; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF LOT 14 OF COBB & LEES SURVEY OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 4 EAST; THENCE EAST 15 FEET; THENCE NORTH 30 FEET; THENCE EAST 212 FEET; THENCE NORTH 350 FEET TO THE POINT OF BEGINNING; THENCE NORTH 30 FEET; THENCE EAST 198 FEET; THENCE SOUTH 30 FEET; THENCE WEST 198 FEET TO THE POINT OF BEGINNING.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

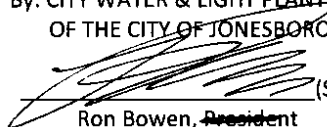
For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS **CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO**, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

THE SOUTH 30 FEET OF THE PROPERTY DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 357 PAGE 529; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF LOT 14 OF COBB & LEE'S SURVEY OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 4 EAST; THENCE EAST 15 FEET; THENCE NORTH 30 FEET; THENCE EAST 212 FEET; THENCE NORTH 350 FEET TO THE POINT OF BEGINNING; THENCE NORTH 30 FEET; THENCE EAST 198 FEET; THENCE SOUTH 30 FEET; THENCE WEST 198 FEET TO THE POINT OF BEGINNING.

This easement and right of way is for the purpose of constructing a detention pond and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 7 day of July 2010.

By: CITY WATER & LIGHT PLANT
OF THE CITY OF JONESBORO
 (Signature)
Ron Bowen, ~~President~~
MANAGER


ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Ron Bowen to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 7th day of July, 2010.

My Commission Expires: 11/20/13


Notary Public (Signature)

Chrystal Leigh Glisson
Notary Public (Print)





City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:093 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended to Council

File created: 7/23/2010 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO ENTER INTO A PLANNING ASSISTANCE TO STATES AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR THE JONESBORO, ARKANSAS MASTER DRAINAGE PLAN STUDY

Sponsors: Engineering

Indexes:

Code sections:

Attachments: [PAS Agreement](#)

Date	Ver.	Action By	Action	Result
8/3/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO ENTER INTO A PLANNING ASSISTANCE TO STATES AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR THE JONESBORO, ARKANSAS MASTER DRAINAGE PLAN STUDY

Body

WHEREAS, the City of Jonesboro operates a Municipal Separate Storm Sewer System (MS4);

WHEREAS, the City of Jonesboro has and will experience significant residential, commercial, and industrial growth;

WHEREAS, this growth and development has and will continue to impact the City of Jonesboro's storm sewer system;

WHEREAS, the growing demands on the City of Jonesboro's drainage system and the lack of comprehensive planning with regard to its development, operation, and maintenance has resulted in increasing occurrences of drainage and flood-related problems;

WHEREAS, the City of Jonesboro recognizes the need to develop a comprehensive plan for the development, operation, and maintenance of these drainage facilities;

WHEREAS, the Department of the Army under its Planning Assistance to States (PAS) Program is authorized to use its technical expertise in water and related land resource management to help public entities with studies of their water resources problems and needs;

WHEREAS, the City of Jonesboro and the Department of the Army have jointly developed a detailed scope-of-work, a timeline for completion, and assigned specific obligations for the participation in the study as described in the attached Agreement; and,

WHEREAS, the City of Jonesboro desires to enter into the attached Agreement with the Department of the Army for the Jonesboro, Arkansas Master Drainage Plan Study.

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

SECTION 1. That the City of Jonesboro shall enter into the attached Agreement with the Department of the Army for the Master Drainage Plan Study.

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

PLANNING ASSISTANCE TO STATES AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

CITY OF JONESBORO, ARKANSAS

FOR THE JONESBORO, ARKANSAS MASTER PLAN STUDY

THIS AGREEMENT is entered into this _____ day, of _____, 20___, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the City of Jonesboro, Arkansas (hereinafter the "Sponsor"), represented by the Mayor executing the Agreement.

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act ("WRDA") of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States, as therein defined, in the preparation of comprehensive plans for the development, utilization and conservation of water and related resources of drainage basins, watersheds or ecosystems located within the boundaries of such State;

WHEREAS, section 319 of the WRDA of 1990 (Public Law 101-640) authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering 50 percent of the cost of the program established by WRDA of 1974, Section 22;

WHEREAS, the Sponsor has reviewed the State's comprehensive water plans and identified the need for planning assistance as described in the Scope of Work incorporated into this agreement;

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in the study cost-sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Sponsor may provide up to 100 percent of its required contribution of Study Costs by the provision of services, materials, supplies or other in-kind services."

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the Sponsor and all negotiated costs of work performed by the Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

C. The term "study period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers Memphis District of initial Federal funds following the execution of this Agreement and ending when the Memphis District provides the planning report to the Sponsor.

D. The term "Scope of Work"(SOW) means a description of the work to be performed. The SOW will be attached to this Agreement and not be considered binding on either party and is subject to change by the Government, in consultation with the Sponsor.

E. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsor in accordance with the SOW.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, subject to receiving funds appropriated by the Congress of the United States (Congress), using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III.A., III.B. and III.C. of this Agreement, the Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs. If agreeable to all parties, in-kind services may comprise up to 100 percent of the Sponsor's contributions. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the Scope of Work. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or in-kind services at a rate that may result in the Sponsor temporarily diverging

from the obligations concerning cash and in-kind services specified in paragraph B. of the Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of the Article or the obligations concerning payment specified in Article III of this Agreement.

D. If, upon the award of any contract or the performance of any in-house work for the Study by the Government, cumulative financial obligations of the Government and the Sponsor would exceed \$4,164,300, the Government and the Sponsor agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Sponsor agree to proceed. Should the Government and the Sponsor require time to arrive at a decision, the Agreement will be suspended in accordance with Article X., for a period of not to exceed six months. In the event the Government and the Sponsor have not reached an agreement to proceed by the end of their 6-month period, the Agreement may be subject to termination in accordance with Article X.

E. No Federal funds may be used to meet the Sponsor's share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

F. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of the Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

G. Notwithstanding any provision of this Agreement, this Agreement and the Government's obligations hereunder shall not be effective and will not commence until Federal funds have been appropriated and allocated to the District Engineer, U.S. Army Corps of Engineers Memphis District for the implementation of this study. In the event that Federal funds are allocated to the District Engineer for this study after the date that the parties hereto execute this Agreement, the effective date of this Agreement shall be the date that funding approval is provided to the District Engineer.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are \$4,164,300 and the Sponsor's share of estimated Study Costs is \$2,082,150. In order to meet the Sponsor's cash payment requirements for its share of estimated Study Costs, the Sponsor must provide a cash contribution currently estimated to be \$0. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the SOW, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Sponsor by August 1 of each year of the estimated funds that will be required from the Sponsor to meet the Sponsor's share of Study Costs for the upcoming fiscal year.

2. No later than 60 calendar days prior to the scheduled date of the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of Study Costs for the first fiscal year of the Study. No later than 30 calendar days thereafter, the Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Memphis District - B1" to the District Engineer or verifying to the satisfaction of the Government that the Sponsor has deposited the required funds in an escrow account or other account acceptable to the Government, with interest accruing to the Sponsor, or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or providing an Electronic Funds Transfer in accordance with the procedures established by the Government.

3. For the second and subsequent fiscal years of the Study, the government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of Study Costs for that fiscal year, taking into account any temporary divergences identified under Article II.D. of this Agreement. No later than 30 calendar days prior to the beginning of the fiscal year, the Sponsor shall make the full amount of the required funds available to the Government through any of the funding mechanisms specified in paragraph B.2. of this Article.

4. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary to cover the Sponsor's share of contractual and in-house fiscal obligations attributable to the Study as they are incurred.

5. In the event the Government determines that the Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Sponsor in writing. No later than 60 calendar days after receipt of such notice, the Sponsor shall make the full amount of the additional required funds available through any of the funding mechanisms specified in paragraph B.2. of this Article.

C. Within 90 days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsor, and credits for the negotiated costs of the Sponsor, and shall furnish the Sponsor with the results of this accounting. Within 30 days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over its required share of Study Costs, or the Sponsor shall provide the Government any cash contributions required for the Sponsor to meet its required share of Study Costs.

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

To provide for consistent and effective communication, the Government's Project Manager for the Study and the Sponsor's designated representative shall communicate regularly until the end of the Study Period.

ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of design and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsor's rights and obligations under this Agreement, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsor shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon 30 days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon the failure of the parties to extend the study under Article II.D. of the Agreement, or upon failure of the Sponsor to fulfill its obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

ARTICLE XI - LIMITATION ON GOVERNMENT EXPENDITURE

In accordance with Section 22 of WRDA of 1974, as amended, Government financial participation in the cooperative preparation of comprehensive plans for development, utilization, and conservation of water and related resources pursuant to said authority shall be limited to the expenditure of not more than \$2,000,000 in any one year in any one State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which, subject to the provisions of Article II.G. of this Agreement, shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Memphis District.

DEPARTMENT OF THE ARMY

CITY OF JONESBORO, ARKANSAS

BY: _____
Colonel, Corps of Engineers
District Engineer
Memphis District

BY: _____
Mayor

BY: _____
City Clerk

Attachment - Scope of Work

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the City of Jonesboro, Arkansas and that the City of Jonesboro, Arkansas is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and City of Jonesboro, Arkansas in connection with the Jonesboro, Arkansas Master Plan Study, and that the person who has executed this Agreement on behalf of the City of Jonesboro, Arkansas has acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this ____ day of _____, 2____.

Phillip Crego
City Attorney

**SCOPE OF WORK
FOR
PLANNING ASSISTANCE TO STATES**

JONESBORO, ARKANSAS MASTER PLAN STUDY

1. GENERAL.

The following paragraphs describe the scope of work to be accomplished by the U.S. Army Corps of Engineers, Memphis District and the City of Jonesboro, Arkansas for the Jonesboro, Arkansas Master Plan, Planning Assistance to the States Study (PAS). Planning Assistance to the States provides authority for the Corps of Engineers to assist the states, local governments, and other non-Federal entities in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. The City of Jonesboro has requested planning assistance under the PAS program to assist in developing a comprehensive plan for long-term operations, maintenance, and improvements to the city's Municipal Separate Storm Sewer System (MS4). The PAS assistance would allow the City to be in a better position to manage storm water and its associated infrastructure within the community.

2. DETAILS OF STUDY.

This is a multi-year study and will be accomplished in four (4) years. The first phase of work will be accomplished in eighteen months. This phase will focus on master drainage planning for the Big Creek Basin and its tributaries. The second phase of work will be accomplished in twelve months and focus on Viney Slough Ditch and its tributaries. Phase three will focus on Little Bay Ditch and its tributaries and be completed within a twelve month period. The final phase of work will be completed in a six month period and will focus on miscellaneous channels and tributaries in the Valley View area. During the planning process, emphasis will be placed on developing a sustainable drainage system that not only mitigates flooding but also improves water quality, promotes environmental stewardship, and provides possible recreational opportunities.

The items to be included in the Master Drainage Plan study for each watershed is as follows:

1. Engineering description of the watershed drainage system and the major physical and institutional factors impacting drainage;
2. Classification of existing drainage ways to include both open-channels and piped networks as either primary, secondary, or tertiary drainage ways based on criteria to be established as part of study;
3. Recommendations for both short- and long-term maintenance of these classified facilities;
4. Re-delineation of drainage sub-basins from each point source discharge to a secondary drainage way;
5. Identification of existing rights-of-ways and easements associated with each drainage way;

6. Analysis of the adequacy of each drainage way to convey floodwaters without inundating, entering, or otherwise damaging private property or structures;
7. Methodology for prioritizing drainage improvement projects along the identified drainage ways so that the public is adequately protected from damages caused by floodwaters;
8. Hydrologic models (GIS compatible) for each drainage sub-basin;
9. Hydraulic models (GIS compatible) for each drainage way; and,
10. Conceptual designs with supporting models and analysis to mitigate flooding within the basins being studied.

Conceptual designs are to include:

1. Planning level maps with all recommended improvements identified;
2. Proposed rights-of-way for classified drainage ways including provisions for recreational trails, green spaces, and access for maintenance, as applicable;
3. Typical sections drawings for the classified drainage ways;
4. Recommendations for bank stabilization practices, grade checks, and vegetation management;
5. Budgetary cost estimates for plan implementation; and,
6. A recommended phasing plan for construction.

All modeling work and supporting documentation shall be done in accordance with the Federal Emergency Management Agency (FEMA) Guidelines and Specifications for Flood Hazard Mapping Partners with the intent of updating the Digital Flood Insurance Rate Maps (DFIRMs) for the City and requesting CLOMRs (Conditional Letter of Map Revisions) and LOMRs (Letter of Map Revisions) as part of the phased implementation of the Master Plan.

3. DETAILED PHASE OF WORK.

Phase 1 – Big Creek & Tributaries

The first phase of work will consist of master plan development within the Big Creek Watershed. Some of the sub-basins to be studied are Rogers Bayou, Big Creek Upper, Lost Creek, and Christian Creek. The tasks to be accomplished are listed in Table 1 below. Detailed descriptions of the items associated with each task are depicted in section 2 above, Details of Study. This phase of work will require eighteen months for completion.

TABLE 1

<u>Task</u>	<u>Item No.</u>	<u>Item Description</u>
A	1 and 4	Describe Drainage Network
B	2	Classify Drainageways
C	5	Identify ROW & Easements
D	8	Build HEC-Geo-HMS Model
E	9	Build HEC-Geo-RAS Model
F	6	Determine Drainageway Capacity
G	7	Determine Method to Prioritize Improvements
H	3	Recommend Maintenance
I	10	Develop Conceptual Designs
J		No items of work to be performed

Phase 2 – Viney Slough & Tributaries

The second phase of work will consist of master plan development within the Viney Slough Watershed. Some of the sub-basins to be studied are Viney Slough Tributary 10, Higginbottom Creek and other unnamed tributaries. The tasks to be accomplished are listed in Table 2 below. Detailed descriptions of the items associated with each task are depicted in section 2 above, Details of Study. This phase of work will require twelve months for completion.

TABLE 2

<u>Task</u>	<u>Item No.</u>	<u>Item Description</u>
A	1 and 4	Describe Drainage Network
B	2	Classify Drainageways
C	5	Identify ROW & Easements
D	8	Build HEC-Geo-HMS Model
E	9	Build HEC-Geo-RAS Model
F	6	Determine Drainageway Capacity
G		No items of work to be performed
H	3	Recommend Maintenance
I	10	Develop Conceptual Designs
J		Perform Craighead Forest Lake Dam Breach Analysis (Viney Slough Watershed)

Phase 3 – Little Bay Ditch & Tributaries

The third phase of work will consist of master plan development within the Little Bay Ditch Watershed. Some of the sub-basins to be studied are Whitemans Creek, Turtle Creek, Lateral No. 3, Butler Ditch, Murray Creek (Lateral 1), and Bridger Creek (Lateral 2). The tasks to be accomplished are listed in Table 3 below. Detailed descriptions of the items associated with each task are depicted in section 2 above, Details of Study. This phase of work will require twelve months for completion.

TABLE 3

<u>Task</u>	<u>Item No.</u>	<u>Item Description</u>
A	1 and 4	Describe Drainage Network
B	2	Classify Drainageways
C	5	Identify ROW & Easements
D	8	Build HEC-Geo-HMS Model
E	9	Build HEC-Geo-RAS Model
F	6	Determine Drainageway Capacity
G		No items of work to be performed
H	3	Recommend Maintenance
I	10	Develop Conceptual Designs
J		No items of work to be performed

Phase 4 – Valley View Area

The final phase of work will consist of master plan development within the Valley View Area. Some of the sub-basins to be studied are Main Ditch 1, Main Ditch 2, and Black Fork Creek. The tasks to be accomplished are listed in Table 4 below. Detailed descriptions of the items associated with each task are depicted in section 2 above, Details of Study. This phase of work will require six months for completion.

TABLE 4

<u>Task</u>	<u>Item No.</u>	<u>Item Description</u>
A	1 and 4	Describe Drainage Network
B	2	Classify Drainageways
C	5	Identify ROW & Easements
D	8	Build HEC-Geo-HMS Model
E	9	Build HEC-Geo-RAS Model
F	6	Determine Drainageway Capacity

G		No items of work to be performed
H	3	Recommend Maintenance
I	10	Develop Conceptual Designs
J		No items of work to be performed

4. **SCHEDULE OF WORK.** The Jonesboro, AR Master Plan study will be a multi-year study and consist of work performed as stated above. Work will begin as soon as practical following the effective date of the Planning Assistance to States Agreement between the Memphis District and the City of Jonesboro, AR and the date of receipt by the Memphis District of the sponsor's required share of funding or notification of intent to provide its share as in-kind services or a combination of cash and in-kind services. The non-Federal sponsor has an option to provide its share as one-hundred percent (100%) work-in-kind through the provision of services, materials, supplies or other in-kind-services necessary to prepare the plan. The non-Federal sponsor also has the option to provide its share as a combination of cash and work-in-kind. The PAS study will be cost shared on a 50/50 basis. Work-in-kind must begin after the Planning Assistance to States Agreement is executed. Such work-in-kind will be documented during the study process and subject to audit upon completion. The sponsor will provide work-in-kind through items of work associated with all phases of work. A PAS report will be completed at the end of each phase of work. The report will outline the findings of the study and development of the master plan.

5. **REQUIRED MEETINGS.** Close coordination will be maintained throughout the study process. Both formal and informal meetings will be held as needed. The City of Jonesboro will be provided regular updates as to the status of study progress. Submittals will be required at 30%, 60% and 90% completions during each phase of work. Review conferences will be conducted at 30%, 60% and 90% completion. Communication and coordination is necessary to ensure that goals and objectives will be met and a quality product developed within time and cost constraints.

6. **REPORTS.** Five hard copies and one digital copy of the PAS reports completed at the end of each phase of work will be provided to the City of Jonesboro upon completion.

**PLANNING ASSISTANCE TO STATES
STUDY SUMMARY SHEET**

FY: 2010	P2 #: 326132
DIVISION: MVD	STUDY NAME: Jonesboro, Arkansas Master Plan Study
PERFORMING DISTRICT: MVM	TYPE OF STUDY: Stormwater Management
STATE/TRIBE: Arkansas	SPONSOR: City of Jonesboro, Arkansas

SUMMARY OF STUDY SCOPE:

The scope of work consists of providing planning assistance for the City of Jonesboro in developing a comprehensive plan for long-term operations, maintenance, and improvements to the city's Municipal Separate Storm Sewer System and its associated infrastructure. The study will be accomplished through the joint efforts of the U. S. Army Corps of Engineers, Memphis District and the non-Federal sponsor, the City of Jonesboro, Arkansas. This is a multi-year study and will be accomplished in four years, contingent upon the allocation of Federal funds each year and the receipt of matching contributions by the non-Federal sponsor. The first phase of work will be accomplished in eighteen months. This phase will focus on master drainage planning for Big Creek and its tributaries. The second phase of work will be accomplished in twelve months and will focus on master drainage planning for Viney Slough Ditch and its tributaries. Phase three will be accomplished in twelve months and focus on master drainage planning for Little Bay Ditch and its tributaries. The final phase of work will be completed in a six month period and focus on miscellaneous channels and tributaries in the Valley View area. The total cost of the study is estimated to be \$4,164,300. The non-Federal sponsor is responsible for 50% of the total study costs and may provide in-kind services up to 100% of its required contribution of study costs through the provision of services, materials, supplies or other in-kind-services necessary to prepare the plan. Listed below is the total estimated cost for each phase of work. Work will begin as soon as practical following the effective date of the Planning Assistance to States Agreement between the Memphis District and the City of Jonesboro, Arkansas and the date of receipt by the Memphis District of the sponsor's required share of funding or notification of intent to provide its share as in-kind services or a combination of cash and in-kind services. A portion of the work to be accomplished in Phase 1 will be completed with Federal funds currently allocated for the study. The current available Federal funds are \$198,300. The non-Federal sponsor will be required to provide matching contributions. The work to be accomplished with these funds is within the Big Creek watershed. The following is a list of the items of work to be accomplished with available funds for Phase 1-Big Creek & Tributaries:

1. Describe Drainage Network
 - a. Engineering description of the watershed drainage system and the major physical and institutional factors impacting drainage
 - b. Recommendations for both short- and long-term maintenance of classified facilities
2. Classify Drainage Ways
 - a. Classification of existing drainage ways to include both open-channels and piped networks as either primary, secondary, or tertiary drainage ways on criteria to be established as part of the study
3. Identify ROW and Easements
 - a. Identification of existing rights-of-ways and easements associated with each drainage way

These items work will be completed within the first twelve months of Phase 1. The remaining work required in Phase 1 and subsequent phases of work will be completed contingent upon additional allocation of Federal funds and matching non-Federal contributions.

TOTAL ESTIMATED STUDY COSTS:	\$4,164,300
PHASE 1 – BIG CREEK & TRIBUTARIES	\$1,541,100
PHASE 2 – VINEY SLOUGH DITCH	\$1,107,700
PHASE 3 – LITTLE BAY DITCH	\$1,010,800
PHASE 4 - VALLEY VIEW AREA	\$504,700

**Non-Federal Sponsor
Work-in-Kind**

A summary of the non-Federal sponsor work-in-kind and estimated costs for work to be performed in Phase 1 for the City of Jonesboro, Arkansas Master Plan Study under the Planning Assistance to States Program are depicted in the table below. The non-Federal sponsor has agreed to provide the provision of services, materials, and supplies related to the scope of work as defined for Phase 1 of the study. These work-in-kind services are to be provided during Phase 1 of the study process and are depicted in the table below.

Phase 1 – Big Creek and Tributaries:

	Item of Work	Cost
A.	Describe Drainage Network	
	Collect Information	
	Collect General Information (news articles, photos, inspect sites)	\$5,750
	GIS Mapping	\$20,750
	Design Drawings/Surveys	\$3,125
	City Publications	\$3,125
	Courthouse Records	\$11,875
	FEMA-FIS	\$1,250
	Soils (digital NRCS soil mapping)	\$2,500
	Gaging	\$1,875
	Coordination on permits and floodplain studies	\$1,250
	GIS Analysis	
	Open Channels	\$21,250
	Storm Sewers	\$10,625
	Subbasins	\$6,875
	Institutional Factors	\$7,000
	Assemble Results	\$3,750
	Review Reports	\$2,500
	Subtotal	\$103,500
B.	Classify Drainageways	
	Collect Information	\$5,750
	Analyze Information	\$31,250
	Assemble Results	\$5,750
	Review Reports	\$1,250
	Subtotal	\$44,000
C.	Identify ROW and Easements	
	Analyze (Determine locations, review legal description, GIS mapping)	\$60,500
	Assemble Results	\$5,000
	Develop reports	\$17,500
	Subtotal	\$83,000
	Total In-Kind	\$230,500
	Contingencies (10%)	\$23,050
	Project Management (12%)	\$27,660
	Grand Total	\$281,210



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: RES-10:096 **Version:** 2 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 8/10/2010 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments: [Lease Agreement Nettleton Masonic Lodge](#)
[Lease Agreement Nettleton Masonic Lodge - PDF](#)

Date	Ver.	Action By	Action	Result
8/10/2010	2	Public Works Council Committee		

Title

A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657

Body

WHEREAS, the City of Jonesboro and Nettleton Masonic Lodge 657 have previously entered into a lease agreement for the rental of the following described property to-wit:

Lot 1 of Kiechs First Addition to the Town of Nettleton, Arkansas

WHEREAS, it is the desire of the parties to renew said lease for an additional five (5) year term.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro, Arkansas, that the Mayor and City Clerk are hereby authorized and directed to execute the attached lease agreement with Nettleton Lodge No. 657.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this the 1st day of June, 2010, by and between the City of Jonesboro, Arkansas, hereinafter referred to as "LESSOR" and Trustees Jerry L.H. Koster, Leonard Knight, and James Newell acting for an on behalf of the Nettleton Lodge No.657 Free and Accepted Masons, hereinafter referred to as LESSEE.

1. That for an in consideration of the payment of the sum of Seventy Five (\$75/00) per year, the LESSOR hereby leases to the LESSEE the exclusive right, use and occupancy of the following described premises:

Lot 1 of Kiech's First Addition to the Town of Nettleton, Arkansas

2. The use of the premises shall be limited to the purpose of providing parking space facilities for Nettleton Lodge No. 657 which is located immediately adjacent to the above described property.
3. The term of this agreement shall be for a period of five (5) years from the date of this agreement. At the end of the five year period this lease is renewable if agreeable by both parties. If for any reason the LESSOR is not agreeable to the renewal of this lease, the LESSOR shall give LESSEE a sixty day notice in writing prior to the expiration of the lease. Further, either party may terminate this lease by providing 60 days written notice.
4. The above rental payment shall be payable on or before the 1st day of June, 2010 and on each day and month consecutive four years of the term of the lease.
5. This lease may not be assigned by either party, nor the premises sublet. The property may not be utilized for any purposes other than as herein specified in Paragraph 1 of this lease without the written consent of the parties hereto.
6. The lessee agrees that the Lessor shall not be responsible for any claim for damages to motor vehicles parked on the above premises, or for any other damage to personal property or claims

for personal injuries as well as any other claim or cause of action arising out of LESSEE'S rental and use of the subject premises.

7. This area shall not be used for any purpose other than as a parking area.

IN AGREEMENT WHEREOF, the duly authorized officers of the parties have set their hands and seals this _____ day of _____, 2010.

LESSEE

NETTLETON LODGE NO. 657

BY:

TRUSTEE

TRUSTEE

TRUSTEE

LESSOR

CITY OF JONESBORO

BY:

HAROLD PERRIN, MAYOR

DONNA JACKSON, JONESBORO CITY CLERK



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-10:069 **Version:** 2 **Name:**

Type: Ordinance **Status:** First Reading

File created: 8/4/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND THE 2010 BUDGET FOR THE CITY OF JONESBORO, ARKANSAS

Sponsors: Finance, Mayor's Office

Indexes:

Code sections:

Attachments: [Summary of Clean-up Ordinance Effects](#)
[General Fund Revenues](#)
[Fire Department Revised Expenditures](#)
[Revised Outside Agencies Budget](#)
[Revised Parks Expenditures](#)
[Revised Street Dept Budget](#)
[Revised Cemetery Fund Budget](#)
[Revised Grants Budget](#)
[A&P Fund Budget](#)
[Fire Truck Fund](#)
[Revised Capital Improvements Revenue](#)

Date	Ver.	Action By	Action	Result
8/10/2010	2	Finance & Administration Council Committee		

Title

AN ORDINANCE TO AMEND THE 2010 BUDGET FOR THE CITY OF JONESBORO, ARKANSAS

Body

WHEREAS, the City Council did, by Ordinance 09:113, adopt a budget for the 2010 fiscal year; and,

WHEREAS, it has been determined that an amendment is necessary to provide for appropriations and expenditures not reflected in the original budget, and for technical corrections of previous ordinances;

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

SECTION 1: The 2010 Budget of the City of Jonesboro is amended as detailed in the attached schedules.

SECTION 2: It being necessary for the efficient operation of City government that a budget be adopted, maintained, and amended, now therefore an emergency is hereby declared to exist and this ordinance being necessary for the preservation of the public peace, health, and safety, shall take effect and be in force from and after its passage and approval.

Summary of Clean-up Ordinance Effects by Fund

General Fund	Revenues	Expenditures
1) Increase revenue for burial permits by \$15,000 to reflect the effects of Ordinance 10:020, providing that 50% of cemetery revenues be allocated to the General Fund for cemetery operations.	\$ 15,000.00	
2) Increase interest earnings in General Fund to reflect the transfer of Cemetery Fund interest per Ordinance 10:020.	7,726.00	
3) Omit income from CWL Fire Hydrant Maintenance Contract for 2010. The contract does not provide for revenues in 2010.	(60,000.00)	
4) Include expenditures for CWL Fire Hydrant Maintenance Contract. Monies appropriated represent the balance of funds remaining in the restricted revenue account.		\$ 119,564.00
5) Include expenditures for refurbishment of seats at Forum building.		10,000.00
6) Add \$1,600 to Professional Services for Parks Department. The amount was encumbered during 2009 as part of the Greenway Project, but was not included in the 2010 budget.		1,600.00
TOTAL	\$ (37,274.00)	\$ 131,164.00
Street Fund		
1) Professional Services expenditures were increased \$22,680 to reflect expenditures previously approved under Ordinance 10:028.		\$ 22,680.00
2) Fixed asset purchases were increased \$4,465 to reflect expenditures previously approved under Ordinance 10:030.		4,465.00
TOTAL	\$ -	\$ 27,145.00
E-911 Fund		
1) Increase revenues to reflect receipt of E-911 surcharge income attributable to previous years and not included in current year revenues.	\$ 258,594.00	
2) Reflect receipt and expenditure of monies from State ETS Board for upgrade of communications equipment.	94,556.00	\$ 94,556.00
3) Reflect effects of Ordinance 10:064 to provide additional funding for other expenses of radio upgrade.		25,000.00
TOTAL	\$ 353,150.00	\$ 119,556.00
Total Effects to O&M Funds	\$ 315,876.00	\$ 277,865.00

Summary of Clean-up Ordinance Effects by Fund

Capital Improvement Fund	Revenues	Expenditures
1) Include income from interest, contributions from CWL, and other income	\$ 280,962.00	-
TOTAL	\$ 280,962.00	\$ -
Advertising & Promotion Fund		
1) Reflect addition of fund receipts and expenditures omitted in original budget.	\$ 405,851.00	\$ 484,500.00
TOTAL	\$ 405,851.00	\$ 484,500.00
Grants Fund		
1) Reflect receipts and expenditures related to Jobs Training Grant.	\$ 75,000.00	\$ 75,000.00
TOTAL	\$ 75,000.00	\$ 75,000.00
MPO Fund		
1) Correct expenses shown in budget summary to reflect actual amount in department schedule.	\$ -	\$ (17,802.00)
TOTAL	\$ -	\$ (17,802.00)
Fire Truck Fund		
1) Include fund budget which was omitted from original City budget.	\$ 21,038.00	\$ -
TOTAL	\$ 21,038.00	\$ -
Cemetery Fund		
1) Reflect passage of Ordinance 10:020, which provides that 50% of cemetery receipts, and all interest earned, be allocated to the General Fund.	(24,000.00)	9,104.00
TOTAL	\$ (24,000.00)	\$ 9,104.00
Total Effect on Other Funds	\$ 758,851.00	\$ 550,802.00
Total Budgetary Impact	\$ 1,074,727.00	\$ 828,667.00



City of Jonesboro Revenue Budget FY 2010

Fund: General Fund/ Non-Earmarked

Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
Privilege License	724,073	740,000	710,000	(30,000)
Electric Permits	67,924	64,000	113,499	49,499
Plumbing Permits	53,685	52,000	85,178	33,178
Building Permits	265,109	300,000	556,448	256,448
Burial Permits	16,825	16,000	35,000	19,000
HVAC Permits	17,287	17,000	32,094	15,094
Civil Court Costs	254,725	317,500	300,000	(17,500)
Fines	1,164,901	1,067,400	1,170,000	102,600
State Turnback	952,551	984,481	960,000	(24,481)
City Property Tax	746	1,000	500	(500)
Accident/Fingerprint Reports	4,937	5,500	5,200	(300)
Dog Recovery	15,775	14,645	26,000	11,355
Interest Earned	811,507	233,489	128,000	(105,489)
Misc. MAPC/BZA	21,989	22,803	129,136	106,333
Miscellaneous	198,880	158,866	6,500	(152,366)
Misc. Police False Alarms	3,125	2,250	2,500	250
Misc. Mun. Court Receipts	33,249	36,300	29,000	(7,300)
Demolition Permits	870	1,200	2,700	1,500
Cert of Occupancy Permits	0	0	2,400	2,400
Condemnation Salvage Revenue	4,265	5,000	0	(5,000)
County Sales Tax	10,948,783	11,605,710	10,330,959	(1,274,751)
Water Tax	421,506	431,570	425,000	(6,570)
City Sales Tax	2,518,002	1,420,677	1,505,867	85,190
Drug Task Force/SRO Officers	349,120	360,000	410,286	50,286
Craighead County	19,300	19,300	19,300	0
Franchise Tax Revenue	2,007,979	2,431,881	2,219,000	(212,881)
ACA 26-75-203	1,689,076	2,073,957	1,144,380	(929,577)
CWL Fire Truck Contribution	300,000	300,000	300,000	0
Liab Ins Equip Act 27-22-101	205,009	250,800	192,000	(58,800)
Police Training	17,171	17,850	17,500	(350)
Fire Act 833	97,203	100,379	109,000	8,621
LOPFI-Fire	425,312	405,000	450,000	45,000
Mowing	11,542	11,500	10,500	(1,000)
CWL Fire Hyd Maint Contract		150,000	0	(150,000)
District Court Jail Defrayment	0	0	16,200	16,200
Domestic Refuse	7,441	7,489	7,200	(289)
Sales Tax	2,925,816	3,503,193	3,451,290	(51,903)
Lease Buy Back	0	720,000	0	(720,000)
Sale of City Property	0	0	3,500	3,500
Parking Fines	9,360	12,000	10,000	(2,000)
Interest Earned	16,279	6,408	0	(6,408)
Rentals	8,370	10,000	6,120	(3,880)
Parking Permits	0	500	300	(200)
Church Street Pool	25,223	25,900	26,213	313
E.B. Watson Center	1,022	1,133	3,222	2,089
Earl Bell Center	3,260	3,300	3,222	(78)
Craighead Forest Pavilion	16,086	16,900	23,990	7,090
Craighead Forest Camping	22,895	23,000	28,240	5,240
Sales Tax	1,179,216	820,445	828,310	7,865
Allen Park Community Ctr.	5,237	5,500	3,222	(2,278)
Parker Park	3,844	3,500	3,552	52
Promotional Revenue	0	0	13,200	13,200
Tennis Court Fees	0	0	3,150	3,150
Climbing Wall Fees	0	0	4,940	4,940
Park Sponsorships	0	0	44,602	44,602
Contract Instructor Fees	0	0	8,000	8,000
Sports Associations	0	0	29,786	29,786
JMC Field & Pavilion Rentals	0	0	11,530	11,530
TOTAL	27,846,475	28,777,326	25,957,735	(2,819,591)

Notes:

¹ Revenues from Burial Permits were increased \$15,000 to reflect the effects of Ordinance 10:020, which provided that 50% of cemetery revenues would be allocated to the General Fund.

²Income previously shown for the CWL Fire Hydrant Maintenance Contract was eliminated. The contract does not provide for any revenues in 2010.



City of Jonesboro Operating Budget FY 2010

Fund: General Fund		Department: Fire		
Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
Salaries- Fire	4,647,843	5,100,633	5,032,237	(68,396)
Holiday Pay	890	890	453	(437)
Group Insurance		642,000	600,000	(42,000)
Pension Contribution-City	0	7,515	8,000	485
Fire Pension	347,572	400,000	550,000	150,000
Payroll Taxes	3,527	3,584	1,853	(1,731)
Uniforms	82,677	41,200	30,000	(11,200)
Laundry & Cleaning	16,845	11,750	12,000	250
Expenses (Travel & Training)	28,997	5,000	10,000	5,000
Overtime Salaries	148,617	176,625	100,000	(76,625)
Heat, Lights & Water	5,845	12,100	9,250	(2,850)
Insurance		71,432	53,100	(18,332)
Professional Services	23,668	22,386	39,000	16,614
Office Exp./Postage/Printing	5,435	1,500	1,100	(400)
Advertising	16	793	1,120	327
Maintenance Bldg & Grns.		0	5,000	5,000
Equipment Maintenance	17,691	16,500	14,867	(1,633)
Auto Expense	41,722	53,000	25,000	(28,000)
Supplies	42,796	20,340	30,000	9,660
Office Supplies		4,620	4,500	(120)
Fuel	96,281	57,275	53,959	(3,316)
Dues & Subscriptions	1,935	1,500	2,000	500
Miscellaneous	1,117	2,270	1,000	(1,270)
Fixed Assets	182,637	543,501	0	(543,501)
Minor Furniture & Equipment		27,288	0	(27,288)
Rentals/ Contracts	800	5,462	1,300	(4,162)
Lease Payment	444,767	938,826	0	(938,826)
Interest Expense--Leases	50,501	2,760	0	(2,760)
Unemployment/Wkms.Comp.		113,030	193,864	80,834
Medicare Contributions	58,395	75,219	74,424	(795)
Maintenance Contracts		0	41,275	41,275
Budget Control		80,288	0	(80,288)
CWL Hydrant Maint Contract		142,585	119,564	(23,021)
TOTAL	6,250,573	8,581,874	7,014,866	(1,567,008)

The above budget reflects the addition of expenses for the CWL Hydrant Maintenance Contract. The appropriation includes only the balance of funds remaining in the restricted revenue account.



City of Jonesboro Operating Budget FY 2010

Fund: General Fund

Department: Outside Agencies

Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
Office Of Emg. Services	1,800	1,800	1,800	0
Industrial Development	90,000	111,000	111,000	0
Airport Improvements	35,000	70,000	70,000	0
Forum Building Improvements	0	0	10,000	10,000
Municipal Court	437,960	440,000	445,000	5,000
Insurance\Bldgs.& Liab.	0	20,000	52,000	32,000
Dav	5,000	5,000	0	(5,000)
Transit System Subsidy	130,000	199,261	300,000	100,739
DJA	15,000	15,000	10,000	(5,000)
CDBG City's Contribution		0	20,000	20,000
MPO City's Contribution		0	30,000	30,000
Federal Grant City's Contribution		0	67,000	67,000
TOTAL	714,760	862,061	1,116,800	254,739

The above budget was revised to provide for improvements to the Forum building required by the Americans with Disabilities Act.



City of Jonesboro Operating Budget FY 2010

Fund: General Fund

Department: Parks

Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
Salaries- Parks	610,474	637,230	601,863	(35,367)
Holiday Pay	9,109	9,765	9,260	(505)
Group Insurance		39,000	45,000	6,000
Pension Contribution-City		52,607	81,000	28,393
Payroll Taxes	55,285	52,720	56,188	3,468
Uniforms	5,961	4,300	4,628	328
Expenses (Travel & Training)	8,964	267	1,578	1,311
Part-Time Salaries	280,146	280,000	280,780	780
Overtime Salaries	17,204	12,500	9,240	(3,260)
Heat, Lights & Water	1,258	2,436	4,952	2,517
Insurance		33,191	26,190	(7,001)
Professional Services	30,363	6,000	3,600	(2,400)
Office Exp./Postage/Printing	8,558	1,200	552	(648)
Advertising	3,017	6,300	4,952	(1,348)
Maintenance Bldg & Grns.		0	47,340	47,340
Equipment Maintenance	3,575	4,000	4,000	0
Auto Expense	43,280	39,000	40,000	1,000
Supplies	121,666	88,808	72,360	(16,448)
Office Supplies		3,300	7,280	3,980
Fuel	48,426	30,500	36,000	5,500
Dues & Subscriptions	1,647	1,515	910	(605)
Miscellaneous	43	300	300	0
Fixed Assets	36,889	54,526	22,000	(32,526)
Minor Furniture & Equipment		24,338	8,600	(15,738)
Rentals/ Contracts	27,150	25,631	27,885	2,254
Street Materials		0	10,750	10,750
Unemployment/Wkms.Comp.		55,523	20,000	(35,523)
Medicare Contributions	12,929	12,733	13,138	405
Maintenance Contract		948	0	(948)
Dedicated Circuits & Cable		525	0	(525)
Budget Control		53,944	0	(53,944)
Ice Storm Debris Removal 2009		313	0	(313)
TOTAL	1,325,944	1,533,420	1,440,346	(93,074)

The above budget reflects the addition of \$1,600 to Professional Services. This amount was encumbered during 2009 as part of the Greenway project for expenditure during 2010, but was not included in the original 2010 budget.



City of Jonesboro Operating Budget FY 2010

Fund: Street Fund

Department: Street

Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
Salaries- Street	1,692,764	1,799,004	1,681,092	(117,912)
Holiday Pay	26,636	28,231	25,863	(2,368)
Group Insurance		241,000	235,000	(6,000)
Pension Contribution-City		176,609	141,000	(35,609)
Payroll Taxes	104,789	119,986	109,799	(10,187)
Uniforms	15,022	13,912	10,912	(3,000)
Expenses (Travel & Training)	9,465	2,301	3,000	699
Part-Time Salaries	16,560	13,356	9,000	(4,356)
Overtime Salaries	59,873	60,000	50,000	(10,000)
Utilities	5,194	600	450	(150)
Insurance		45,551	28,410	(17,141)
Professional Services	22,167	8,000	26,680	18,680
Office Exp./Postage/Printing	3,082	500	1,500	1,000
Advertising	1,315	1,506	750	(756)
Equipment Maintenance	11,009	10,000	8,000	(2,000)
Auto Expense	261,776	231,741	191,710	(40,031)
Supplies	139,668	104,977	70,690	(34,287)
Office Supplies		1,613	2,000	387
Fuel	286,063	300,000	200,000	(100,000)
Dues & Subscriptions	1,404	1,000	750	(250)
Miscellaneous	1,650	3,000	2,000	(1,000)
Fixed Assets	345,779	365,076	54,465	(310,611)
Minor Furniture & Equipment		16,000	5,000	(11,000)
Rentals/ Contracts	88,023	69,720	43,400	(26,320)
Street Signalization	25,665	70,000	25,000	(45,000)
Lease Payments	184,405	389,248	0	(389,248)
Interest Expense--Leases	20,938	1,144	0	(1,144)
Unemployment/Wkms.Comp.		60,481	55,328	(5,153)
Medicare Contributions	24,507	28,061	25,679	(2,382)
Tipping Fees		40,976	13,000	(27,976)
Dedicated Circuits		595	0	(595)
Budget Control		14,100	0	(14,100)
Ice Storm Debris Removal 2009		0	0	0
TOTAL	3,347,753	4,218,288	3,020,478	(1,197,811)

Notes:

¹Professional Services was increased \$22,680 to reflect expenditures previously approved under Ordinance 10:028.

²Fixed Asset purchases were increased \$4,465 to reflect expenditures previously approved under Ordinance 10:030.



City of Jonesboro Revenue Budget FY 2010				
Fund: Cemetery Fund				
Account Name	2009		2010 Budget	Difference
	2008 Actual	Budget		
Interest Earned	50,533	16,604	17,104	500
Perpetual Care Fund	40,242	58,328	40,000	(18,328)
TOTAL	90,774	74,932	57,104	(17,828)

City of Jonesboro Operating Budget FY 2010				
Fund: Cemetery Fund				
Account Name	2009		2010 Budget	Difference
	2008 Actual	Budget		
Bank Service Charges	0	17	0	(17)
Interfund Transfer - Interest	0	0	9,104	9,104
Perpetual Care Expense	50,620	51,483	50,000	(1,483)
TOTAL	50,620	51,500	59,104	7,604

The revised budget above reflects the passage of Ordinance 10:020, which provides that 50% of cemetery receipts and all interest earned, be allocated to the General Fund.



City of Jonesboro Revenue Budget FY 2010				
Fund: Grant Fund		Department: Grant		
Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
08 Enconomic Development Grant		2,900,000	1,600,000	(1,300,000)
08 Nordex Quick Action Grant		2,670,000	1,950,000	(720,000)
AR High Transportation Dept.		0	283,000	283,000
Plannin Assistance to State Grant		0	146,350	146,350
Scenic Byways Grant		0	460,000	460,000
09 Step Grant		44,000	67,750	23,750
07 Safe Route to School Grant		250,000	250,000	0
08 Safe Route to School Grant		220,441	220,441	0
08 AHTD Recreation Trails Grant		195,452	34,800	(160,652)
Justice Assistance Grant (ARRA)		18,395	120,000	101,605
09 Bullet Proof Vest Grant		4,877	35,000	30,123
09 Internet Crimes (ARRA) JPD		0	103,000	103,000
09 Justice Assistance Grant		0	45,300	45,300
COPS Hiring Recovery (ARRA)		0	339,000	339,000
09 Bikes Belong Grant		0	5,000	5,000
08 Outdoor Rec Grant		0	75,000	75,000
07 AHTD Recreation Trails Grant		0	81,600	81,600
09 Nordex DRA Grant		0	500,000	500,000
08 Justice Assistance Grant		18,395	666	(17,729)
07 ICAC Continuation-09		0	20,000	20,000
EECBG		0	600,000	600,000
09 Safe Routes to School		0	250,000	250,000
Fire Prevention & Safety		0	175,000	175,000
09 Assistance to FF		0	90,000	90,000
09 Recreational Trails Grant		57,740	35,000	(22,740)
09 Fire Prevention and Safety		0	35,000	35,000
Jobs Training Grant		0	75,000	75,000
Capital Projects		0	590,000	590,000
City's Contribution		846,501	67,000	(779,501)
TOTAL	0	7,225,801	8,253,907	1,142,607

City of Jonesboro Operating Budget FY 2010				
Fund: Grant Fund		Department: Grant		
Account Name	2008 Actual	2009 Budget	2010 Budget	Difference
08 Enconomic Development Grant		3,200,000	1,600,000	(1,600,000)
08 Nordex Quick Action Grant		3,020,000	2,250,000	(770,000)
AR High Transportation Dept.		0	283,000	283,000
Plannin Assistance to State Grant		0	296,350	296,350
Scenic Byways Grant		0	600,000	600,000
09 Step Grant		118,689	67,750	(50,939)
07 Safe Route to School Grant		250,000	250,000	0
08 Safe Route to School Grant		220,441	220,441	0
08 AHTD Recreecation Trails Grant		337,452	34,800	(302,652)
Justice Assistance Grant (ARRA)		81,968	120,000	38,032
09 Bullet Proof Vest Grant		9,753	35,000	25,247
09 Internet Crimes (ARRA) JPD		0	70,000	70,000
09 Justice Assistance Grant		80,000	45,000	(35,000)
COPS Hiring Recovery (ARRA)		0	339,000	339,000
09 Bikes Belong Grant		0	5,000	5,000
08 Outdoor Rec Grant		0	75,000	75,000
07 AHTD Recreation Trails Grant		0	81,600	81,600
09 Nordex DRA Grant		0	500,000	500,000
08 Justice Assistance Grant		18,395	666	(17,729)
07 ICAC Continuation-09		0	20,000	20,000
EECBG		0	600,000	600,000
09 Safe Routes to School		0	250,000	250,000
Fire Prevention & Safety		0	210,000	210,000
09 Assistance to FF		0	108,000	108,000
Jobs Training Grant		0	75,000	75,000
09 Recreational Trails Grant		106,976	42,000	(64,976)
09 Fire Prevention and Safety		0	42,000	42,000
TOTAL	0	7,443,674	8,220,607	776,933.00

The budget above was revised to include the receipt and disbursement of funds under the guidelines of the Jonesboro Jobs Training Grant from the State of Arkansas.



City of Jonesboro Revenue Budget FY 2010				
Fund: Advertising & Promotion				
Account Name	2009		2010 Budget	Difference
	2008 Actual	Budget		
Interest Earned	10,536	2,391	5,851	3,460
Adv. & Promotion Fund	370,355	383,934	400,000	16,066
TOTAL	380,891	386,325	405,851	19,526

City of Jonesboro Operating Budget FY 2010				
Fund: Advertising & Promotion				
Account Name	2009		2010 Budget	Difference
	2008 Actual	Budget		
Bank Service Charges	0	0	0	0
Adv. & Promotion Expense	193,239	325,000	484,500	159,500
TOTAL	193,239	325,000	484,500	159,500

The above items were not included in the original 2010 budget.



City of Jonesboro Revenue Budget FY 2010				
Fund: Fire Truck Fund				
2009				
Account Name	2008 Actual	Budget	2010 Budget	Difference
Fire Truck Fund	21,038	27,073	21,038	(6,035)
TOTAL	21,038	27,073	21,038	(6,035)

City of Jonesboro Operating Budget FY 2010				
Fund: Fire Truck Fund				
2009				
Account Name	2008 Actual	Budget	2010 Budget	Difference
Interfund Transfer Out	0	0	0	0
TOTAL	0	0	0	0

The above items were not included in the original 2010 budget.



City of Jonesboro Revenue Budget FY 2010		
Fund: Capital Improvement		
	2009	2010
Beginning Balance	7,268,172	4,102,415
Additions:		
Sales Tax Revenue	8,046,284	6,902,580
Other	1,561,659	280,962
Deductions:		
Expenditures	8,944,831	8,486,844
ACA 26-75-203 Transfer	3,828,869	1,144,000
Ending Balance	4,102,415	1,655,113

The budget above was revised to include interest income, contributions from CWL, and other income.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: ORD-10:070 **Version:** 1 **Name:**

Type: Ordinance **Status:** First Reading

File created: 8/11/2010 **In control:** City Council

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-3 TO C-3 FOR PROPERTY LOCATED AT 2811 EAST NETTLETON AS REQUESTED BY WILLIAM GRIMES

Sponsors:

Indexes:

Code sections:

Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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title
AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1: Title 14, known as the Zoning Ordinance of the City of Jonesboro, Arkansas, be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From R-3, High Density Residential, to C-3, General Commercial, the following described property:

LEGAL DESCRIPTION:

Lot 2 of Guy A. Pardew Subdivision of part of the West Half of the East Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township 14 North, Range 4 East, Less the north 7.5 feet of said Lot 2, Jonesboro, Craighead County, Arkansas and being subject to Nettleton Avenue Right-of-Way along the South side thereof.

SECTION 2: The following stipulations were placed upon this rezoning as requested by the Metropolitan Area Planning Commission:

A) That the final site plan shall be reviewed and approved by the MAPC prior to permit issuance.



City of Jonesboro City Council
Staff Report – RZ 10-12: William H. Grimes, 2822 E. Nettleton Ave.
Huntington Building - 900 W. Monroe
For Consideration by the Council on August 17, 2010

REQUEST: A recommendation by MAPC to rezone property containing 0.31 acres more or less.

PURPOSE: To rezone a tract of land from R-3 High Density Multi-Family to C-3 General Commercial.

**APPLICANT/
OWNER:** William H. Grimes, 912 Fairway Circle, Jonesboro, AR

LOCATION: 2811 E. Nettleton (Northwest corner at Pardew St. West of Stadium Blvd., Jonesboro, AR

SITE DESCRIPTION:

Tract Size:	0.31 Acres (13,553.8 sq. ft.)
Frontage:	80.61 ft. frontage on E. Nettleton Ave.; 163.43 on Pardew St.
Topography:	Wood/brick Masonry Foundation - Duplex
Existing Developmt:	Vacant

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
	North: R-3	Vacant Residence
	South: C-3	Commercial
	East: C-3	Commercial
	West: C-4	Commercial

HISTORY: Property was petition for rezoning in May of 1987. Rezoning approved by MAPC unanimously but was never brought before City Council for adoption. Property remains R-3 to date.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed development and offers the following findings.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Northeast Sector and to be recommended as High Density Multi-family District Area.

Because this site is surrounded by all commercial along a minor arterial (E. Nettleton Ave.), it lends itself to redevelopment alternatives for low intense office and retail service type options. Staff finds consistency with the intent of this rezoning. Provided the new information that this property was petitioned in 1987 for rezoning but because of a technicality it was not officially adopted, Staff finds that a revision of the land use map would follow the spirit and intent of the Long Range Land Use Plan for the area.

Master Street Plan Review:

The proposed site is located along East Nettleton Ave. which is proposed as a Minor Arterial on the most current Jonesboro Master Street Plan. The rezoning plat maintains an 80+/- ft. right away along E. Nettleton Avenue, but the right of way along Pardew St. is less than 30 ft. from center of street

Approval Criteria- Section 14.44.05, (5a-g) - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.



Aerial Map/ Vicinity Map

MAPC RECORD OF PROCEEDINGS- Public Hearing Held on August 10, 2010

Applicant:

Mr. William Grimes stated that 2822 E. Nettleton is on the corner of Pardew St. and Nettleton, and he has spoken to 2 of the 3 neighbors and haven't found anyone that is against this rezoning; and they all signed a petition. He walked up and down Pardew St. and received signatures with no opposition. It will add a lot to Nettleton and get rid of the duplex and add a nice commercial building.

No Opponents were present.

Staff Comments:

Mr. Otis Spriggs gave staff comments and summarized the Staff Report. This was a petition from 1987 for the exact same request; it was approved by MAPC but was never walked on to City Council. Because of this technicality, Staff recommends that this tract be modified on the Land Use Plan to commercial use for that general area, given the development patterns. The replatting process will call for proper realignment with the existing abutting right of ways.

Mr. Spriggs: Staff recommends approval to Council to C-3; it is small lot in size and we don't not anticipate them over developing the site. Mr. Roberts stated that this will come back before us as a site plan review.

Mr. Tomlinson asked for clarification of the 19 ft. note for the Pardew St. right of way. Mr. Grimes explained that he is not sure if Mr. Hamman has clarified that right of way, but the Nettleton right of way was adjusted

Mr. Tomlinson explained concerns about the setback of the new building being out further than the existing houses.

Mr. Spriggs: Mr. Hamman came in and spoke to City Planning and noted that the development plan will be submitted and Staff will work with the City Surveyor to achieve minimal compliance. Commission concerns can be addressed at the Site Plan review stage.

Commission:

Mr. White made a motion to approve the rezoning subject to site plan review. Motion was seconded by Mr. Dover.

Action: 7 to 0 Vote Approval: Mr. Hoelscher- Aye; Mr. Dover-Aye; Mr. White – Aye; Mr. Kelton- Aye; Ms. Norris-Aye; Mr. Tomlinson- Aye; Mr. Scurlock- Aye.

Mr. Spriggs notified the applicant that the submission deadline is Thursday at 10 am to be placed on the next agenda.

Findings:

The applicant has requested a C-3 Rezoning for the said property to establish a local drug store. The existing home is 2,155 sq. ft. The applicant proposes a 2,500 sq.ft. building to be erected on the premise and to demolish the existing structure.

A lighting plan should be required to demonstrate compliance with the zoning ordinance during the permit process. This will allow for controls and assurance that will protect the abutting residential property to the North. Site access should be implemented with care. Please note that any restrictive conditions would necessitate a Limited Use Overlay.

Conclusion

The MAPC and Planning Staff have reviewed the request and all issues regarding impacts on the surrounding area have been considered. Staff recommends approval by the MAPC to Council with a change from R-3 High Density Multi-family Residential to C-3 General Commercial.

STIPULATION:

That all site plans be approved by the Planning Commission with access easement management included on individual site plans with cross access easements. No new work shall commence prior to Final site Plan review and approval by the MAPC.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP
Planning Director
Planning & Zoning Department

Site Photographs



View looking west of abutting property.



View looking south of subject property.



View looking east from the subject site.



View looking north of Pardew St. along subject site.



View looking south of the site



View looking west of rear yard.



View of rear yard.



View looking northwest of subject property.



View of subject property.



View of frontage along Pardew St.



View of existing structure from Nettleton Ave.



View of frontage along Nettleton Ave.



Legislation Details (With Text)

File #: RES-10:095 **Version:** 1 **Name:**

Type: Resolution **Status:** Recommended Under New Business

File created: 8/4/2010 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SET THE DATE OF A PUBLIC HEARING TO CONSIDER THE ISSUANCE OF NOT TO EXCEED \$45,000,000 CITY OF JONESBORO, ARKANSAS INDUSTRIAL DEVELOPMENT REVENUE BONDS AND RECOVERY ZONE FACILITY REVENUE BONDS (NORDEX USA, INC. PROJECT); AND FOR OTHER PURPOSES.

Sponsors:

Indexes:

Code sections:

Attachments: [Notice of Public Hearing - Nordex Bonds August 2010](#)
[Resolution concerning American Recovery and Reinvestment Act of 2009](#)
[Jonesboro Labor Market Area](#)

Date	Ver.	Action By	Action	Result
8/10/2010	1	Finance & Administration Council Committee		

title

A RESOLUTION TO SET THE DATE OF A PUBLIC HEARING TO CONSIDER THE ISSUANCE OF NOT TO EXCEED \$45,000,000 CITY OF JONESBORO, ARKANSAS INDUSTRIAL DEVELOPMENT REVENUE BONDS AND RECOVERY ZONE FACILITY REVENUE BONDS (NORDEX USA, INC. PROJECT); AND FOR OTHER PURPOSES.

body

WHEREAS, the City of Jonesboro is authorized by the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 to -224 (the Act) to issue bonds for industrial projects to be located within the City; and

WHEREAS, Nordex USA, Inc. has requested that the City issue industrial development revenue bonds to finance the acquisition, construction and equipping of an industrial project located within the City.

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

Section 1. The hearing on the question of the issuance of industrial development revenue bonds (some which will be designated as Recovery Zone Facility Revenue Bonds) for an industrial project to be operated by Nordex USA, Inc. and located within the City in an amount not to exceed \$45,000,000 shall be held at a meeting of the City Council at the Huntington Building, 900 West Monroe Street, Jonesboro, Arkansas at _____ o'clock (6:15 p.m.) on the ____ day of _____, 2010.

Section 2. The City Clerk is hereby directed to give notice of such hearing in the manner prescribed by law by publication one time at least fourteen (14) days in advance in a newspaper having a general circulation in the City of Jonesboro, Arkansas.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Jonesboro, Arkansas City Council on the question of the issuance of not to exceed \$11,000,000 in principal amount of City of Jonesboro, Arkansas Taxable Economic Development Revenue Bonds (ADFA/AEDC Guaranty Programs) (Nordex USA, Inc. Project), Series 2010 A and on the issuance of not to exceed \$9,000,000 City of Jonesboro, Arkansas Tax Exempt Recovery Zone Facility Revenue Bonds, Series 2010 B and on the issuance of not to exceed \$25,000,000 City of Jonesboro, Arkansas Taxable Economic Development Revenue Bonds (Nordex USA, Inc. Project), Series 2010 C (the "Bonds") at 6:15 p.m. on September 7, 2010 at the Huntington Building, 900 West Monroe Street, Jonesboro, Arkansas. The Bonds will be issued to finance the acquisition, construction, and equipping of an approximate 255,000 square foot facility for the manufacture of wind turbine nacelles located at 3100 Nordex Drive in Jonesboro, Arkansas 72401 (the Project"). The Project will be owned by the City and leased to Nordex USA, Inc. (the "Company"). Any person interested may express their views on the proposed issuance of the Bonds and such views and comments will be considered by the Council. This notice is given pursuant to the Revenue Bond Act of 1987 and Sections 147(f) of the Internal Revenue Code of 1986, as amended.

Dated this ---- day of August, 2010.

**A RESOLUTION DECLARING CLAY, CRAIGHEAD, CRITTENDEN, CROSS, GREENE,
JACKSON, LAWRENCE, MISSISSIPPI, POINSETT, RANDOLPH, AND SHARP COUNTY AS
A RECOVERY ZONE FOR PURPOSES OF THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009**

**AT A MEETING OF THE ADFA BOARD OF DIRECTORS, STATE OF ARKANSAS,
ON THE 17TH DAY OF JUNE, 2010, THE FOLLOWING RESOLUTION WAS ADOPTED, TO-
WIT:**

WHEREAS, The American Recovery and Reinvestment Act of 2009 (“ARRA”) was signed into law on February 17, 2009 which includes the following Statement of Purposes: 1.) to preserve and create jobs and promote economic recovery; 2.) to assist those most impacted by the recession; 3.) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; 4.) to invest in transportation, environmental protection and other infrastructure that will provide long-term economic benefits; and 5.) to stabilize State and local government counterproductive State and local tax increases; and

WHEREAS, the ARRA provides that gross income does not include interest on any bond designated by the issuer thereof as a recovery zone economic development bond or a recovery zone facility bond (“Recovery Zone Bonds”); and

WHEREAS, the ARRA provides that the proceeds of recovery zone economic development bonds must be used for qualified economic development purposes, i.e., expenditures for purposes of promoting development or other economic activity in a recovery zone; and

WHEREAS, the ARRA provides that ninety-five percent (95%) or more of the net proceeds of a recovery zone facility bond must be used for recovery zone property within a recovery zone and is in the active conduct of a qualified business by the taxpayer in such zone; and

WHEREAS, the ARRA provides with respect to recovery zone economic development bonds and recovery zone facility bonds that a recovery zone is 1.) any area designated by the state or by a county or large city receiving a volume cap allocation as having significant poverty, unemployment, rate of home foreclosures, or general distress, 2.) any area designated by the issuer of such bonds as distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and 3.) any area for which a designation as an empowerment zone or renewal community is in effect; and

WHEREAS, Recovery Zone Bonds are designed to provide tax incentives for State and local governmental borrowing at lower borrowing costs to promote job creation and economic recovery targeted to areas particularly affected by employment decline; and

WHEREAS, the ARRA provides that Recovery Zone Bonds shall be subject to volume cap allocations, any portion of which received by a county or large municipality may be waived and reallocated in any reasonable manner as such county or large municipality deems in good faith, in its discretion, to be reasonable; and

WHEREAS, on June 1, 2010 the unused Recovery Zone Bond allocations were deemed waived to the Arkansas Development Finance Authority pursuant to Governor Mike Beebe’s Executive Order EO 09-13 and the Authority’s Plan of Reallocation of Recovery Zone Volume Cap; and

WHEREAS, Internal Revenue Service Notice 2009-50 provides, in part, that issuers designate eligible recovery zones based on certain specified criteria and that any State, county or large municipality that receives a volume cap allocation for Recovery Zone Bonds may make designations of recovery zones in any reasonable manner as it shall determine in good faith, in its discretion.

WHEREAS, the staff of the Arkansas Economic Development Commission has collected and carefully considered the economic indicators for Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Mississippi, Poinsett, Randolph, and Sharp Counties (the "Jonesboro Work Force Area") and has concluded that the Jonesboro Workforce Area meets the statutory definition of a Recovery Zone pursuant to the ARRA.

BE IT THEREFORE RESOLVED that in order for the State of Arkansas to avail itself of the economic development stimulus provisions contained in the ARRA, the Arkansas Development Finance Authority, after careful consideration of the aforementioned matters, in its discretion and in good faith, and in compliance with Section 1400U-1(b) of the Internal Revenue Code of 1986, hereby designates all of the Jonesboro Work Force Area in the State of Arkansas, as a recovery zone ("Recovery Zone").

BE IT FURTHER RESOLVED that the Recovery Zone has suffered significant unemployment, increased poverty levels, low per capita income and general economic distress.

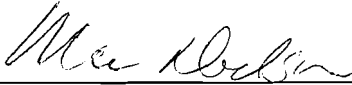
BE IT FURTHER RESOLVED that all actions of the officers, agents and employees of The City of Jonesboro, Arkansas on any other issuer of Recovery Zone Bonds in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

BE IT FURTHER RESOLVED that the City of Jonesboro, Arkansas shall serve as issuer of any Recovery Zone Bonds for which an allocation is granted by the Arkansas Development Finance Authority for the benefit of Nordex USA, Inc., unless otherwise allocated by the State of Arkansas in accordance with ARRA.

APPROVED AND ADOPTED this 17th day of June, 2010.

ADFA Board of Directors

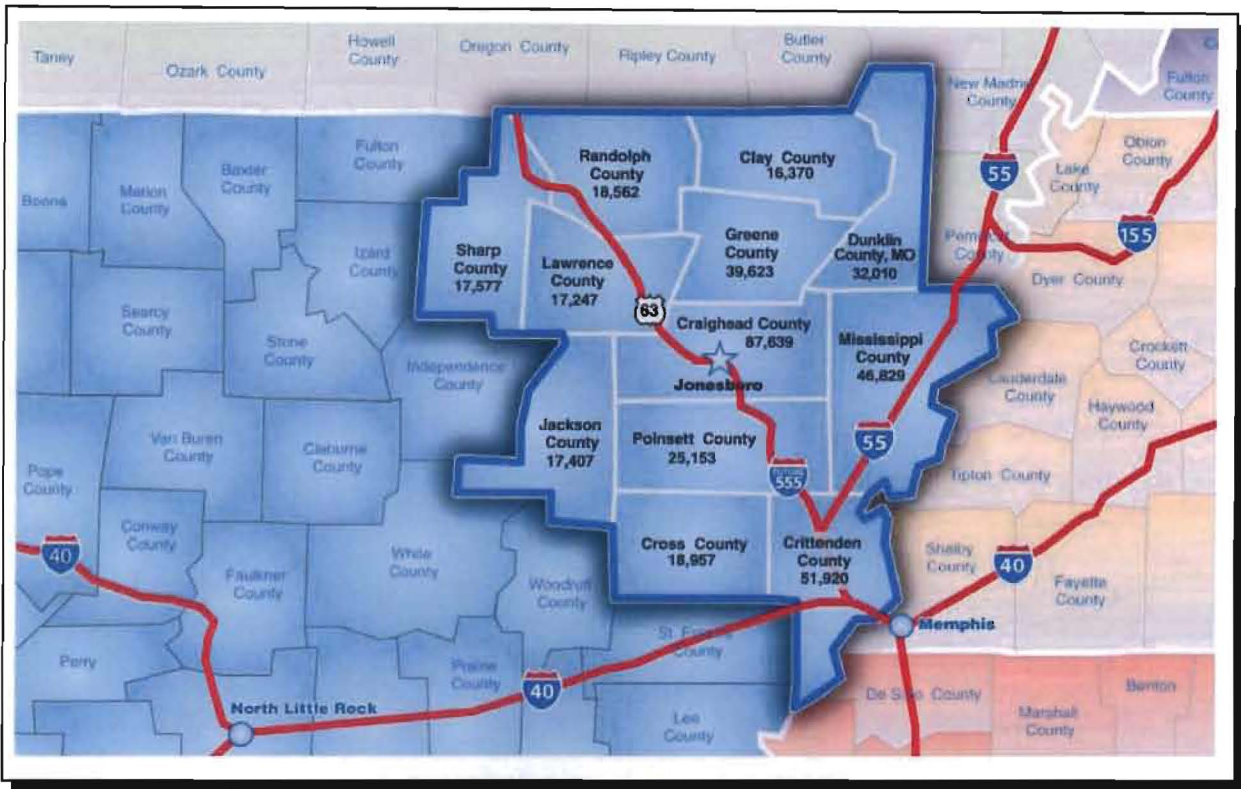
By: 
Thomas W. Spillards, Chair

By: 
Mac Dodson, President

Work Force

Jonesboro Labor Market Area

March 2010



<i>County</i>	<i>Civilian Labor Force</i>	<i>Employed</i>	<i>Unemployed</i>	<i>Unemployment Rate</i>
Clay	6,725	5,900	825	12.3%
Craighead	46,625	43,225	3,400	7.3%
Crittenden	21,475	19,250	2,225	10.4%
Cross	8,725	8,000	725	8.4%
Greene	19,100	17,200	1,900	10.0%
Jackson	7,550	6,725	825	11.0%
Lawrence	7,200	6,525	675	9.5%
Mississippi	20,525	17,950	2,575	12.5%
Poinsett	10,825	9,850	975	9.1%
Randolph	7,700	6,950	750	9.8%
Sharp	6,175	5,550	625	10.1%
Dunklin, MO	14,324	12,589	1,735	12.1%
TOTAL	176,949	159,714	17,235	9.7%

Source: Arkansas Department of Workforce, Little Rock, Arkansas, May 19, 2010

Arkansas and the United States

	Civilian Labor Force	Employed	Unemployed	Unemployment Rate
Craighead County Mar. 2010	46,625	43,225	3,400	7.3%
Craighead County Mar. 2009	46,650	43,625	3,025	6.5%
Craighead County Mar. 2008	46,300	44,200	2,100	4.5%
Arkansas March 2010	1,353,800	1,244,000	109,800	8.1%
Arkansas March 2009	1,360,200	1,263,000	97,200	7.1%
Arkansas March 2008	1,368,600	1,302,100	66,500	4.9%
United States March 2010	153,660,000	137,983,000	15,678,000	10.2%
United States March 2009	153,728,000	139,833,000	13,895,000	9.0%
United States March 2008	153,135,000	145,108,000	8,027,000	5.2%

Source: Arkansas Department of Workforce, Little Rock, Arkansas, May 19, 2010.



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-10:082 **Version:** 1 **Name:**
Type: Other Communications **Status:** To Be Introduced
File created: 8/6/2010 **In control:** City Council
On agenda: **Final action:**
Title: Jonesboro Airport Commission financial statements for the seven months ended July 31, 2010, and 2009
Sponsors:
Indexes:
Code sections:
Attachments: [Airport Commission Financials](#)

Date	Ver.	Action By	Action	Result
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title

Jonesboro Airport Commission financial statements for the seven months ended July 31, 2010, and 2009

**Jonesboro Airport Commission
Financial Statements
For the Seven Months Ended July 31, 2010 and 2009**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

August 4, 2010

Jonesboro Airport Commission
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of July 31, 2010, and the related statement of revenues and expenses-modified cash basis for the one month ended July 31, 2010 and 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
July 31, 2010**

ASSETS

CURRENT ASSETS

Cash - Liberty Bank	\$ 283,329.49	
Cash-Liberty Bank-Project Acct	<u>48,663.56</u>	
Total Current Assets		\$ 331,993.05

PROPERTY AND EQUIPMENT

Plant Investments	<u>\$ 374.10</u>	
Net Property and Equipment		374.10

OTHER ASSETS

Rice Growers Stock	<u>\$ 928.25</u>	
Total Other Assets		<u>928.25</u>

TOTAL ASSETS		<u><u>\$ 333,295.40</u></u>
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See accountants' compilation report.

Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
July 31, 2010

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$	880.34	
FWH Taxes Payable		827.78	
SWH Taxes Payable		178.65	
OCSE		221.54	
State Unemployment Payable		<u>19.44</u>	
Total Current Liabilities			\$ 2,127.75

EQUITY

Beg Retained Earnings	\$	269,875.49	
YTD Net Income(Loss)		<u>61,292.16</u>	
Total Equity			<u>331,167.65</u>
TOTAL LIABILITIES & EQUITY			<u>\$ 333,295.40</u>

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 7 Months Ended July 31, 2010 and 2009

	1 Month Ended		1 Month Ended		7 Months Ended		7 Months Ended	
	<u>July 31, 2010</u>	<u>%</u>	<u>July 31, 2009</u>	<u>%</u>	<u>July 31, 2010</u>	<u>%</u>	<u>July 31, 2009</u>	<u>%</u>
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,002.00	10.79	\$ 70,000.00	13.23
Grant Revenue-Federal & State	187,887.52	87.98	30,025.00	64.59	454,492.36	70.04	350,720.01	66.29
T-Hanger Lease #2	851.10	0.40	0.00	0.00	851.10	0.13	0.00	0.00
Hanger Revenue - FBO	6,332.68	2.97	6,332.68	13.62	44,328.76	6.83	44,328.08	8.38
Revenue-Sharp Aviation	2,000.00	0.94	2,000.00	4.30	14,000.00	2.16	14,000.00	2.65
Revenue-Gate Card Fees	40.00	0.02	0.00	0.00	840.00	0.13	1,240.00	0.23
Revenue-Picture Display Fees	0.00	0.00	0.00	0.00	1,800.00	0.28	2,196.00	0.42
T Hanger Leases	2,000.00	0.94	2,000.00	4.30	14,000.00	2.16	14,000.00	2.65
Fuel Flowage	2,464.96	1.15	2,421.76	5.21	12,982.90	2.00	14,761.60	2.79
Terminal Building Leases-TSA	0.00	0.00	1,100.00	2.37	0.00	0.00	3,300.00	0.62
Farm Rents	1,600.00	0.75	0.00	0.00	9,600.00	1.48	0.00	0.00
ASU Lease	0.00	0.00	1,250.00	2.69	0.00	0.00	8,500.00	1.61
Other Income	10,378.78	4.86	1,358.78	2.92	26,031.46	4.01	6,010.12	1.14
Total Revenues	<u>213,555.04</u>	<u>100.00</u>	<u>46,488.22</u>	<u>100.00</u>	<u>648,928.58</u>	<u>100.00</u>	<u>529,055.81</u>	<u>100.00</u>
Cost of Revenues								
Grant Project Expenditures	0.00	0.00	33,273.00	71.57	454,778.30	70.08	325,963.06	61.61
Grounds	3,974.38	1.86	2,754.53	5.93	20,574.97	3.17	18,586.60	3.51
Hanger Expense-FBO	136.97	0.06	158.70	0.34	3,254.33	0.50	6,223.72	1.18
T-Hanger Expense	0.00	0.00	0.00	0.00	0.00	0.00	1,841.02	0.35
Terminal Building Expense-Mesa/TSA	592.23	0.28	440.11	0.95	8,366.67	1.29	3,549.23	0.67
Terminal Building Expense-ASU	156.00	0.07	0.00	0.00	683.74	0.11	344.74	0.07
Fire Rescue Building Expense	486.48	0.23	0.00	0.00	3,334.45	0.51	818.25	0.15
Sharp Aviation Expense	0.00	0.00	81.00	0.17	369.36	0.06	1,547.07	0.29
Old Terminal Bldg - CAP	0.00	0.00	132.93	0.29	0.00	0.00	145.03	0.03
Beacon & Field Lights	3,213.00	1.50	0.00	0.00	6,869.31	1.06	223.11	0.04
Total Cost of Revenues	<u>8,559.06</u>	<u>4.01</u>	<u>36,840.27</u>	<u>79.25</u>	<u>498,231.13</u>	<u>76.78</u>	<u>359,241.83</u>	<u>67.90</u>
Gross Profit	<u>204,995.98</u>	<u>95.99</u>	<u>9,647.95</u>	<u>20.75</u>	<u>150,697.45</u>	<u>23.22</u>	<u>169,813.98</u>	<u>32.10</u>
General & Administrative Exp.								
Advertising	0.00	0.00	400.20	0.86	0.00	0.00	400.20	0.08
Dues/Subscriptions	0.00	0.00	0.00	0.00	55.00	0.01	125.00	0.02
Insurance	4,045.00	1.89	4,320.00	9.29	35,579.00	5.48	33,160.90	6.27
Insurance - Medical	424.58	0.20	445.61	0.96	3,820.46	0.59	3,119.27	0.59
Office Expense	424.83	0.20	0.00	0.00	580.52	0.09	1,279.11	0.24
Outside Services	0.00	0.00	0.00	0.00	650.00	0.10	352.78	0.07
Payroll Taxes	459.61	0.22	630.65	1.36	3,161.27	0.49	3,166.77	0.60
Postage	0.00	0.00	0.00	0.00	168.65	0.03	129.80	0.02
Repairs/Maintenance	0.00	0.00	140.00	0.30	52.37	0.01	339.64	0.06
Salaries - Philip Steed	4,024.75	1.88	3,691.42	7.94	28,173.25	4.34	25,839.94	4.88
Salaries - Other	1,943.25	0.91	4,264.50	9.17	11,375.63	1.75	14,037.25	2.65
Salaries-Fireman	0.00	0.00	0.00	0.00	0.00	0.00	169.00	0.03
Supplies	0.00	0.00	0.00	0.00	647.81	0.10	0.00	0.00
Telephone	369.62	0.17	342.56	0.74	2,518.55	0.39	2,531.01	0.48
Meetings/Travel	0.00	0.00	282.59	0.61	0.00	0.00	282.59	0.05
Meals/Entertainment	95.90	0.04	0.00	0.00	397.07	0.06	0.00	0.00
Utilities	0.00	0.00	135.45	0.29	559.45	0.09	945.91	0.18
Misc Expense	0.00	0.00	0.00	0.00	64.80	0.01	0.00	0.00

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 7 Months Ended July 31, 2010 and 2009

	<u>1 Month Ended</u> <u>July 31, 2010</u>	<u>%</u>	<u>1 Month Ended</u> <u>July 31, 2009</u>	<u>%</u>	<u>7 Months Ended</u> <u>July 31, 2010</u>	<u>%</u>	<u>7 Months Ended</u> <u>July 31, 2009</u>	<u>%</u>
Legal & Accounting	400.00	0.19	430.00	0.92	4,048.00	0.62	4,185.00	0.79
Total G & A Expenses	<u>12,187.54</u>	<u>5.71</u>	<u>15,082.98</u>	<u>32.44</u>	<u>91,851.83</u>	<u>14.15</u>	<u>90,064.17</u>	<u>17.02</u>
Revenues from Operations	<u>192,808.44</u>	<u>90.29</u>	<u>(5,435.03)</u>	<u>(11.69)</u>	<u>58,845.62</u>	<u>9.07</u>	<u>79,749.81</u>	<u>15.07</u>
Other Revenue (Expenses)								
Interest Income	383.29	0.18	423.95	0.91	2,446.54	0.38	2,643.94	0.50
Total Other Revenue (Exp.)	<u>383.29</u>	<u>0.18</u>	<u>423.95</u>	<u>0.91</u>	<u>2,446.54</u>	<u>0.38</u>	<u>2,643.94</u>	<u>0.50</u>
Net Earnings	<u>\$ 193,191.73</u>	<u>90.46</u>	<u>\$ (5,011.08)</u>	<u>(10.78)</u>	<u>\$ 61,292.16</u>	<u>9.45</u>	<u>\$ 82,393.75</u>	<u>15.57</u>

See accountants' compilation report.