



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, February 23, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-21:013](#) Minutes for the Finance Committee meeting on February 9, 2021.

Attachments: [MINUTES](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:023](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1907 IRBY, JONESBORO, AR 72401, PARCEL 01-144223-08200, OWNED BY ROBERT, AGNES, & GREGORY COWLES

Sponsors: Code Enforcement and Finance

Attachments: [1907 Irby-Cowles](#)

[RES-21:034](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH OLYMPUS CONSTRUCTION, INC. TO CONSTRUCT THE VETERANS' VILLAGE COMMUNITY CENTER PROJECT (2021:01)

Sponsors: Grants, Community Development and Engineering

Attachments: [Contract - Verterans' Village Community Center](#)
[Bid Tabulation - Certified](#)

[RES-21:035](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ALLOCATE FUNDING THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

Sponsors: Grants and Finance

[RES-21:036](#) RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2021

AMERICORPS VISTA PROGRAM GRANT

Sponsors: Community Development, Grants and Finance

RES-21:037

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT (ADEM) FOR THE JONESBORO ACQUISITION AND DEMOLITION PROJECT AND AMEND THE 2021 BUDGET

Sponsors: Grants, Finance and Engineering

Attachments: [02.23.2021 FEMA Jonesboro Award Letter DR-4441-0017](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-21:013 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/10/2021 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on February 9, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [MINUTES](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on February 9, 2021.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, February 9, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 6 - Ann Williams; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-21:007](#)

Minutes for the Finance Committee Meeting on January 26, 2021

Attachments: [Minutes](#)

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

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

Absent: 1 - Charles Coleman

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:022](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1904 IRBY, JONESBORO, AR 72401, PARCEL 01-144223-02700, OWNED BY ARTURO GONZALEZ

Sponsors: Code Enforcement and Finance

Attachments: [1904 Irby](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:024](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [2203 Glenwood](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:025](#)

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

Sponsors: Code Enforcement and Finance

Attachments: [1014 S. Culberhouse](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:026](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 915 W. OAK, JONESBORO, AR 72401, PARCEL 01-143241-13800, OWNED BY DEGRICK EVANS

Sponsors: Code Enforcement and Finance

Attachments: [915 W. Oak](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:027](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 800 E WASHINGTON, JONESBORO, AR 72401, PARCEL 01-144184-10400, OWNED BY ROBERT

LIGGONS

Sponsors: Code Enforcement and Finance

Attachments: [800 E. Washington](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:028](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR MODIFICATION TO THE CITY OF JONESBORO RAIL CROSSING (DOT #917584G) AT HWY. 18 SPUR MARTIN LUTHER KING JR. DRIVE WIDENING PROJECT (JOB 100657)

Sponsors: Engineering

Attachments: [Agreement - ARDOT - 100657](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

[RES-21:030](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM JR., INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF JONESBORO INDUSTRIAL LEAD RAIL SPUR (DOT #917584G) AT MARTIN LUTHER KING JR. DRIVE PROJECT (2020:96)

Sponsors: Engineering

Attachments: [Agreement - W William Graham Jr. Inc.](#)

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

7. Public Comments

Chairman Joe Hafner asked Finance Director Steve Purtee if the audit has started. Director of Finance Steve Purtee answered "yes".

8. Adjournment

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

Aye: 5 - Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

Absent: 1 - Charles Coleman



Legislation Details (With Text)

File #:	RES-21:023	Version:	1	Name:	PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1907 IRBY, JONESBORO, AR 72401, PARCEL 01-144223-08200, OWNED BY ROBERT, AGNES, & GREGORY COWLES
Type:	Resolution	Status:			To Be Introduced
File created:	2/3/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1907 IRBY, JONESBORO, AR 72401, PARCEL 01-144223-08200, OWNED BY ROBERT, AGNES, & GREGORY COWLES				
Sponsors:	Code Enforcement, Finance				
Indexes:	Property liens				
Code sections:					
Attachments:	1907 Irby-Cowles				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1907 IRBY, JONESBORO, AR 72401, PARCEL 01-144223-08200, OWNED BY ROBERT, AGNES, & GREGORY COWLES
 LEGAL DESCRIPTION: MOORES REPLAT OF IRBY'S RESUB OF LOTS 7A TO 20N LOTS 7A & LOT 8B

WHEREAS, ROBERT, AGNES, & GREGORY COWLES, the owner of record, was properly notified of a code violation at 1907 Irby, Jonesboro, AR 72401, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation using city funds in the amount of \$990; and,

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

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

Section 1: The city should proceed with placing a lien on the property located at 1907 Irby, Jonesboro, AR 72401.

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

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

OFFICIAL USE

Certified Mail Fee \$

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

Postmark Here

Postage \$ 1.02

Total Postage and Fees \$ 1.02

Sent To **Robert & Agnes Cowles**
Street and Apt. No., or PO Box No.
219 Campus
City, State, ZIP+4®
Jonesboro AR 72401

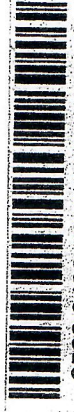
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0001 4554 4957

SENDER: COMPLETE THIS SECTION

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

**ROBERT & AGNES COWLES
219 CAMPUS
JONESBORO, AR 72401**



9590 9402 5985 0062 5330 77

2. Article Number (Transfer from service label)
7019 0700 0001 4554 4957

PS Form 3811, July 2015 PSN 7530-02-000-8053 **1907 Jibj**

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
X Greg Cowles Addressee
- B. Received by (Printed Name) Date of Delivery
Greg Cowles **5/21/20**
- C. Is delivery address different from item 1? Yes No

3. Service Type
- Priority Mail Express®
 - Registered Mail™
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Merchandise
 - Return Receipt for Signature Confirmation™
 - Signature Confirmation™
 - Restricted Delivery

Domestic Return Receipt



AFFIDAVIT

Robert & Agnes Cowles
219 Campus
Jonesboro, AR 72401

RE: 1907 Cliby, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 19 day of May, 2020.

[Signature]
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the 19 day of May, 2020.

Tosha Moss
Notary Public



My commission expires: Jan. 17, 2024



**CITY OF JONESBORO
CODE ENFORCEMENT**

DATE: 05/18/2020

TO: COWLES ROBERT P & AGNES M
219 CAMPUS
JONESBORO, AR 72401

In regards to property located at 1907 IRBY
JONESBORO, AR 72401 .

Our records show that you own the property listed above. We have observed that the PROPERTY HAS A LARGE AMOUNT OF APPLIANCES, ELECTRONICS, FURNITURE, AND TIRES WHICH MUST BE REMOVED AND HAULED TO A RECYCLING CENTER OR LANDFILL, WHICH EVER IS APPROPRIATE. THERE IS ALSO AN ILLEGAL BURN PILE WHICH MUST BE CLEANED UP. We are sending this letter and are allowing you the chance to correct the violation that is mentioned below by MAY 28TH, 2020. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO CLEAN UP THE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

- Section 1. Sec. 30-5 - Unlawful storage.
2. Sec. 30-5 - Unsightly or Unsanitary Conditions
3. Sec. 30-3 - Illegal Disposal
4. Sec. 30-3 - Trash/Littering

Cooley, David

Code Enforcement Officer

Cell-87-926-1404



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



ROBERT & AGNES COWLES
219 CAMPUS
JONESBORO, AR 72401

Michael H. McQuay

From: Heather Owens
Sent: Tuesday, December 15, 2020 8:11 AM
To: Michael H. McQuay
Cc: David L. Cooley
Subject: Re: Auturo Gonzalez

Ok. I will have to do an amended order and het it to the judge to sign.

Heather Owens
Assistant City Attorney
City of Jonesboro
410 W. Washington Ave.
Jonesboro, AR 72401
Phone: 870-932-0917
Fax: 870-933-4628

On Dec 14, 2020, at 3:57 PM, Michael H. McQuay <MMcQuay2@jonesboro.org> wrote:

Heather
Got the Court Order for Auturo Gonzales for 1904 Irby , we need to add the other two properties also they are 1900 and 1907 Irby. He owns all three properties.

Thanks
Mike McQuay
Code Enforcement

From: David L. Cooley <DCooley@jonesboro.org>
Sent: Thursday, December 10, 2020 4:40 PM
To: Michael Tyner <MTyner@jonesboro.org>; Michael H. McQuay <MMcQuay2@jonesboro.org>
Subject: Fwd: Auturo Gonzalez

David Cooley
Code Enforcement Officer Q5
Cell 870-926-1404

Begin forwarded message:

From: Heather Owens <HOwens@jonesboro.org>
Date: December 10, 2020 at 3:06:05 PM CST
To: "David L. Cooley" <DCooley@jonesboro.org>
Subject: RE: Auturo Gonzalez

Order attached. You are good to go to clean it up. There is a review hearing set for 3/2/21 to assess restitution for the cost.

Heather

From: David L. Cooley <DCooley@jonesboro.org>
Sent: Wednesday, December 09, 2020 8:23 AM
To: Heather Owens <HOwens@jonesboro.org>
Cc: Michael Tyner <MTyner@jonesboro.org>; Michael H. McQuay <MMcQuay2@jonesboro.org>
Subject: Auturo Gonzalez

Heather,

I was just checking in with you to see the status of the court order(s) for Mr. Gonzalez. We are hoping to get it all done and cleaned up before the end of the year due to budgeting. Please let me know if you need anything or have any questions.

Thank you for everything.

David Cooley
Code Enforcement Officer Q5
City Of Jonesboro, Arkansas
dcooley@jonesboro.org
Department - (870) 933-5658
Office - (870) 336-7231
Cell - (870) 926-1404

**IN THE DISTRICT COURT OF CRAIGHEAD COUNTY, ARKANSAS
CRIMINAL DIVISION**

CITY OF JONESBORO

PLAINTIFF

VS.

JOC-20-4146

JOC-20-4147

JOC-20-4565

ARTURO GONZALEZ

DEFENDANT

AMENDED ORDER FOR CLEAN-UP AND RESTITUTION

This matter came before the Court on this 16 day of December, 2021, and the Court hereby finds and orders as follows:

1. On June 8, 2020, the Defendant was charged with seven counts of violating Jonesboro City Ordinance 30.5(a)-Unightly & Unsanitary Conditions as a result of the accumulation of garbage, rubbish, inoperative motor vehicles, appliances, and other unsightly and unsanitary materials at 1900 Irby Street, 1904 Irby Street, and 1907 Irby Street, Jonesboro, Arkansas 72401.

2. On September 16, 2020, the Defendant appeared and entered a conditional guilty plea. The Defendant was given until November 25, 2020, to remedy the conditions at the above-referenced property and bring the property into compliance with Jonesboro City Ordinance requirements. A disposition date was set in Jonesboro District Court for November 25, 2020.

3. The Defendant appeared on November 25, 2020, and requested an additional seven (7) days to meet the aforementioned requirements. A second disposition hearing was set in Jonesboro District Court on December 2, 2020.

4. The Defendant appeared again on December 2, 2020. The Court finds that the conditions at 1900 Irby Street, 1904 Irby Street, and 1907 Irby Street are still in violation of JOORD 30.5(a). The Defendant is ordered to pay fine and costs in the total amount of \$845.00.

5. The Court further orders that the City of Jonesboro clean up the property in question in order to bring it into compliance with Jonesboro City Ordinance requirements and that the Defendant reimburse the City of Jonesboro for the cost of the clean-up.

IT IS SO ORDERED.

T. Fowler

Judge

Date:

12.16.20

Prepared By:

Heather Owens
Assistant City Attorney

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee \$

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

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

Postage \$

Total Postage and Fees \$

Sent to *Antonio Gonzalez* USA 1907

Street and Apt. No. or PO Box #

1907

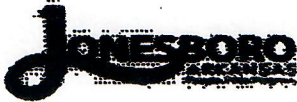
City, State, ZIP+4

Homestead, FL 33031

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions

7019 0700 0001 4554 4032



AFFIDAVIT

Arturo Gonzalez
1904 Cliby
Jonesboro, AR 72401

RE: 1907 Cliby, Jonesboro, AR 72401

I, Michael Tyner, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 21 day of January, 2021.

Michael Tyner
Michael Tyner
Jonesboro Code Enforcement

Subscribed and sworn to before me the _____ day of _____, _____.

Notary Public

My commission expires: _____



Invoice# : 64454

Thursday, January 21, 2021

Arturo Gonzalez
1904 Irby
Jonesboro, AR 72401

Subject: 1907 Irby, Jonesboro, AR 72401

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 3/2/2021.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

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



DATE	INVOICE NO
12/30/2020	0064454

BILL TO
Arturo Gonzalez 1904 Irby Jonesboro, AR 72401

DUE DATE
1/20/2021

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee-1907 Irby	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee-1907 Irby	1.00	100.00	100.00	0.00	0.00	100.00
Mowing-1907 Irby	1.00	875.00	875.00	0.00	0.00	875.00
INVOICE TOTAL:			990.00	0.00	0.00	990.00

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

Jonesboro Code Enforcement

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

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

Customer Name: Arturo Gonzalez
Customer No: 022019
Account No: 0035322 - Mowing Account - Parcel # 01-144223-08200

DUE DATE	INVOICE NO
1/20/2021	0064454

Please remit payment by the due date to:

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

Invoice Total: 990.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 990.00

INVOICE BALANCE: \$990.00
AMOUNT PAID: _____



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



FOREVER / USA

*Arturo Gonzalez
1904 City
Jonesboro, AR 72401*



Legislation Details (With Text)

File #:	RES-21:034	Version:	1	Name:	ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH OLYMPUS CONSTRUCTION, INC. TO CONSTRUCT THE VETERANS' VILLAGE COMMUNITY CENTER PROJECT (2021:01)
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/17/2021	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH OLYMPUS CONSTRUCTION, INC. TO CONSTRUCT THE VETERANS' VILLAGE COMMUNITY CENTER PROJECT (2021:01)				
Sponsors:	Grants, Community Development, Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract - Verterans' Village Community Center Bid Tabulation - Certified				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH OLYMPUS CONSTRUCTION, INC. TO CONSTRUCT THE VETERANS' VILLAGE COMMUNITY CENTER PROJECT (2021:01)
WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Veterans' Village Community Center project; and

WHEREAS, the low bidder and the firm selected for the Veterans' Village Community Center project is Olympus Construction, Inc.; and

WHEREAS, the funding for the execution of the contract shall come from the Community Development Block Grant (CDBG) and private donations and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Olympus Construction, Inc. the Veterans' Village Community Center project.

Section 2. The funding for the execution of the contract shall come from the Community Development Block Grant (CDBG) and private donations and compensation shall be paid in accordance with the contract documents.

Section 3. 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 the contract.

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Jonesboro, Arkansas»«, Other»
«300 South Church Street
Jonesboro, AR 72401»
«Telephone Number: 870-932-1052»
«»

and the Contractor:
(Name, legal status, address and other information)

«Olympus General Contractors»«, General Corporation»
«2506 West Washington Avenue
Jonesboro, AR 72401»
«Telephone Number: 8709326670»
«»

for the following Project:
(Name, location and detailed description)

«Veterans' Village Community Center»
«Jonesboro, Arkansas»
«New construction of a community center facility for the Veterans' Village for the City of Jonesboro.»

The Architect:
(Name, legal status, address and other information)

«Cooper Mixon Architects, PLLC»«, Professional Limited Liability Company»
«505 Union Street
2nd Floor
Jonesboro, AR 72401»
«Telephone Number: 870-336-0536»
«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- « »** The date of this Agreement.
- « X »** A date set forth in a notice to proceed issued by the Owner.
- « »** Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
 « »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« X »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>N/A</u>	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «four-hundred, twenty-four thousand dollars and zero cents» (\$ «424,000.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>N/A</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<u>N/A</u>		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>Special Inspections Allowance</u>	<u>\$4,000.00</u>
<u>Undercutting Allowance</u>	<u>\$1,000.00</u>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Undercutting</u>	<u>Per cubic yard</u>	<u>\$20.00</u>
<u>Decorative metal fencing and gates</u>	<u>Per linear foot</u>	<u>\$25.00</u>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«N/A»

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«N/A»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «~~twenty-fifth~~» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «~~tenth~~» day of the «~~following~~» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «~~thirty~~» («~~30~~») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«~~Five Percent (5%)~~ »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«General Conditions, Insurance »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«Retainage will be withheld in the amount equal to the work left to complete the project at the date of substantial completion; as determined by the architect »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

«Provided final certificate of payment is accompanied with all the closeout and final documents as required by the specifications »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«Legal rate prevailing from time to time at the place where the project is located» % «»»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« N/A »

<< >>
<< >>
<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

<<N/A >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

<<Harold Copenhaver>>
<<300 South Church Street>>
<<Jonesboro, AR 72401>>

<<>>
<<>>
<<>>
<<>>

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

<<Tony Pardew>>
<<2506 West Washington Avenue>>
<<Jonesboro, AR 72401>>

<<>>

<<>>

<<Mobile Number: 8709267399>>

<<Email Address: tony@olympusgc.com>>

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<<N/A >>

§ 8.7 Other provisions:

<<N/A >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

- .5 Drawings

INDEX OF DRAWINGS

<u>Sheet Number</u>	<u>SHEET NAME</u>
<u>GENERAL</u>	
<u>G0.1</u>	<u>PROJECT TEAM, GENERAL NOTES, DRAWING INDEX, MATERIAL LEGEND</u>
<u>G0.2</u>	<u>LIFE SAFETY</u>
<u>G0.3</u>	<u>ADA ACCESSIBILITY REQUIREMENTS</u>
<u>CIVIL</u>	
<u>C1</u>	<u>SITE PLAN</u>
<u>C2</u>	<u>GRADING & DRAINAGE PLAN</u>
<u>C3</u>	<u>EROSION CONTROL PLAN</u>

GENERAL

G0.1 PROJECT TEAM, GENERAL NOTES, DRAWING INDEX, MATERIAL LEGEND

G0.2 LIFE SAFETY

G0.3 ADA ACCESSIBILITY REQUIREMENTS

CIVIL

C1 SITE PLAN

C2 GRADING & DRAINAGE PLAN

C3 EROSION CONTROL PLAN

<u>C4</u>	<u>UTILITY PLAN</u>
<u>C5</u>	<u>CONSTRUCTION DETAILS</u>
<u>C6</u>	<u>CONSTRUCTION DETAILS</u>
<u>STRUCTURAL</u>	
<u>S1.0</u>	<u>STRUCTURAL NOTES & FOUNDATION PLAN</u>
<u>S2.0</u>	<u>ROOF FRAMING PLAN</u>
<u>S3.0</u>	<u>STRUCTURAL DETAILS</u>
<u>ARCHITECTURE</u>	
<u>AS-2</u>	<u>DUMPSTER SCREEN WALL</u>
<u>A0.0</u>	<u>COMMON DETAILS</u>
<u>A1.0</u>	<u>FLOOR PLAN</u>
<u>A2.0</u>	<u>ROOF PLAN</u>
<u>A3.0</u>	<u>REFLECTED CEILING PLAN</u>
<u>A4.0</u>	<u>FRONT AND REAR ELEVATIONS</u>
<u>A5.0</u>	<u>RIGHT AND LEFT ELEVATIONS</u>
<u>A6.0</u>	<u>INTERIOR ELEVATIONS</u>
<u>A7.0</u>	<u>SECTIONS</u>
<u>A8.0</u>	<u>SECTIONS</u>
<u>MECHANICAL</u>	
<u>M1.01</u>	<u>FLOOR PLANS - HVAC</u>
<u>M2.01</u>	<u>HVAC DETAILS</u>
<u>M3.01</u>	<u>HVAC SCHEDULES AND CONTROLS</u>
<u>PLUMBING</u>	
<u>P0.00</u>	<u>GENERAL NOTES AND LEGENDS - PLUMBING</u>
<u>P1.01</u>	<u>FLOOR PLANS - PLUMBING</u>
<u>P2.01</u>	<u>DETAILS - PLUMBING</u>
<u>P3.01</u>	<u>WASTE & VENT RISERS - PLUMBING</u>
<u>P4.01</u>	<u>SCHEDULES - PLUMBING</u>
<u>ELECTRICAL</u>	
<u>E1.00</u>	<u>SITE PLAN - ELECTRICAL</u>
<u>E1.01</u>	<u>FLOOR PLANS - LIGHTING</u>
<u>E1.02</u>	<u>FLOOR PLANS - POWER</u>
<u>E1.03</u>	<u>FLOOR PLANS - SYSTEMS</u>
<u>E2.01</u>	<u>ELECTRICAL LEGENDS & DETAILS</u>

Number

Title

Date

.6 Specifications

SECTION 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 05 - Certifications Page
- 00 01 10 - Table of Contents
- 00 11 13 - Advertisement for Bids
- 00 21 13 - Instructions to Bidders
 - AIA Document A701 - 2018 Instruction to Bidders
- 00 31 00 - Available Project Information
- 00 40 00 - Procurement Forms and Supplements
- 00 41 00 - Bid Form
- 00 50 00 - Contracting Forms and Supplements
- 00 52 00 - Agreement Form
 - AIA Document A101 - 2017 Standard Form of Agreement Between Owner and Contractor
 - AIA Document A101 - 217 Exhibit A
- 00 72 00 - General Conditions
 - AIA Document A201 - 2017 General Conditions of the Contract for Construction
- 00 73 00 - Supplementary Conditions

SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

- 01 10 00 - Summary
- 01 20 00 - Price and Payment Procedures
- 01 21 00 - Allowances
- 01 22 00 - Unit Prices
- 01 25 00 - Substitution Procedures
 - 01 25 10 - Substitution Request Form
- 01 30 00 - Administrative Requirements
- 01 40 00 - Quality Requirements
- 01 41 00 - Regulatory Requirements
- 01 42 16 - Definitions
- 01 50 00 - Temporary Facilities and Controls
- 01 51 00 - Temporary Utilities
- 01 60 00 - Product Requirements
 - 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
- 01 70 00 - Execution and Closeout Requirements
 - 01 74 19 - Construction Waste Management and Disposal
 - 01 78 00 - Closeout Submittals

DIVISION 02 – EXISTING CONDITIONS (NOT USED)

DIVISION 03 – CONCRETE

- 03 05 16 - Underslab Radon Vapor Intrusion Barrier
- 03 30 00 - Cast-in-Place Concrete

DIVISION 04 – MASONRY

- 04 20 01 - Masonry Veneer

DIVISION 05 -- METALS (NOT USED)
DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES
 06 10 00 - Rough Carpentry
 06 10 63 - Miscellaneous Rough Carpentry
 06 17 53 - Shop-Fabricated Wood Trusses
DIVISION 07 -- THERMAL AND MOISTURE PROTECTION
 07 21 00 - Thermal Insulation
 07 25 00 - Weather Barriers
 07 31 13 - Asphalt Shingles
 07 46 46 - Fiber-Cement Siding
 07 71 23 - Manufactured Gutters and Downspouts
 07 92 00 - Joint Sealants
DIVISION 08 -- OPENINGS
 08 14 33 - Stile and Rail Wood Doors
 08 16 13 - Fiberglass Doors
 08 54 13 - Fiberglass Windows
 08 71 00 - Door Hardware
 08 91 00 - Gable Louver Vent
DIVISION 09 -- FINISHES
 09 21 16 - Gypsum Board Assemblies
 09 30 00 - Tiling
 09 65 00 - Resilient Flooring
 09 91 13 - Exterior Painting
 09 91 23 - Interior Painting
DIVISION 10 -- SPECIALTIES
 10 14 00 - Signage
 10 28 00 - Toilet, Bath, and Laundry Accessories
END OF SECTION



Section	Title	Date	Pages
.7	Addenda, if any:		
	Number	Date	Pages
	<u>ADDENDUM 001</u>	<u>01/14/2021</u>	<u>180</u>
	<u>ADDENDUM 002</u>	<u>01/21/2021</u>	<u>8</u>
	<u>ADDENDUM 003</u>	<u>01/28/2021</u>	<u>5</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

«N/A »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. «-Advertisement for Bids
2. Contractor's Bid and Bid Bond
3. Suspension and Debarment
4. Anti-Collusion Statement
5. Certified Bid Tabulation
6. Certificate(s) of Insurance
7. Payment and Performance Bonds (filled/recorded in Craighead County)
8. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
9. Contractor's Release of Liens (required at close-out)
10. Consent of Surety of Final Payment (required at close-out)

»

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Harold Copenhagen»«, Mayor»
(Printed name and title)

CONTRACTOR (Signature)

«Tony Pardew»«, President»
(Printed name and title)

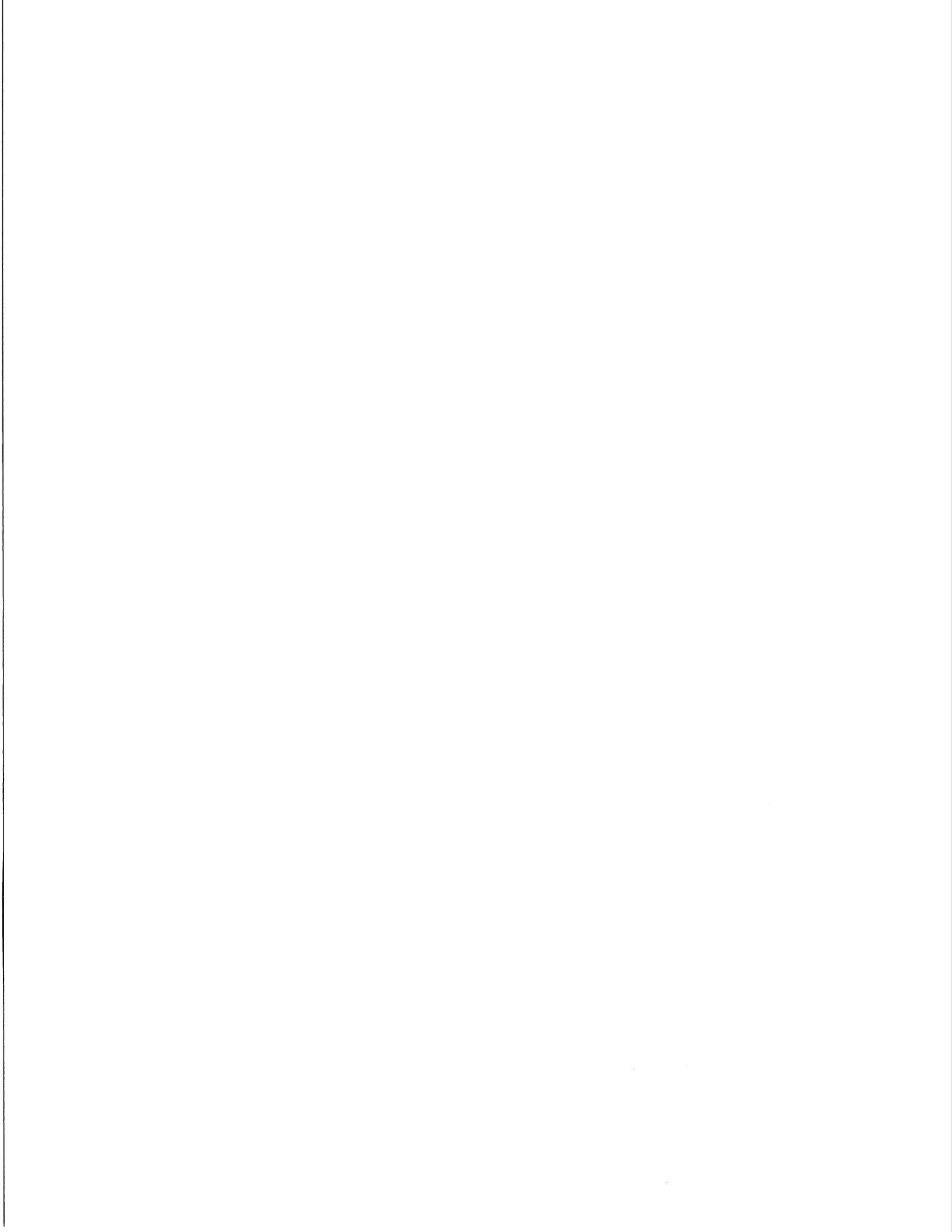


2/2/2021
 CERTIFIED
 John Mixon

Project: 2021 Veterans' Village Community Center / City Bid Number: 2021:01

Bid Opening Date, Time, and Location: 01/28/2021, 2pm - Jonesboro Municipal Complex

General Contractors	Tate General Contractor	Olympus Construction
License Number	0027550421	0013400121
Total Base Bid	\$486,000.00	\$424,000.00
Unit Prices		
General excavation price per cubic yard	\$20/CY / \$1000	\$20/CY / \$1000
Decorative metal fencing & gate per linear foot	\$195 / LF	\$25 / LF
Receipt of Addenda Acknowledged: 1, 2, 3,	Acknowledged	Acknowledged
Subcontractors		
Mechanical Work - HVAC		
Name	Dixie	DCI
License Number	0038940621	0038940621
Plumbing Work		
Name	PF PLUMBING	BKB
License Number	0219920520	0331700321
Electrical Work		
Name	W.A. STEWART	W.A STEWART
License Number	0018820420	0018820420
Roofing and Sheet Metal		
Name	TATE General Contractor	Olympus Construction
License Number	0027550421	0013400121
Bid Security		
Suspension and Disbarment	Acknowledged	Acknowledged
Anti-Collusion Statement	Acknowledged	Acknowledged





Legislation Details (With Text)

File #: RES-21:035 **Version:** 1 **Name:** ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ALLOCATE FUNDING THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

Type: Resolution **Status:** To Be Introduced

File created: 2/17/2021 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ALLOCATE FUNDING THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

Sponsors: Grants, Finance

Indexes: Contract, Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ALLOCATE FUNDING THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

WHEREAS, the City has been granted its allocation for the CDBG-CV-1 (Covid-19 relief funds under the CARES Act) in the amount of \$362,524.

WHEREAS, funding was allocated toward Small Business Emergency Grants and only six applicants met the federal guidelines for receiving the funds in the amount of \$60,000, thereby resulting in a unallocated balance of \$302,524 ; and

WHEREAS, the City has been granted CDBG-CV-3 funds in the amount of \$366,336 for a total unallocated balance of \$668,860 for FY2020 Covid Relief; and

WHEREAS, these funds shall be used for CDBG FY2020 CV-I & CV-III FUNDING PROPOSED PROJECTS; and

WHEREAS, The City of Jonesboro proposes the CDBG FY 2020 CV-1 & CV-3 allocations be directed to the following three projects:

1. Renovation of the YMCA facility on West Nettleton Avenue next to the Southwest Church of Christ and Fire Station; The facility will be utilized for the continued impacts of the COVID-19 pandemic, to provide a safe environment for emergency quarantine, during a disaster and/or pandemic for short-term assistance, such as

emergency Red Cross services in the amount of \$218,860; and

2. Continuation of the Nonprofit Covid-19 Public Service Grant Assistance in the amount of \$ 100,000; and

3. Funding for a Homeless Shelter Rehabilitation (once a shelter location is confirmed) in the amount of \$350,000;

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

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



Legislation Details (With Text)

File #: RES-21:036 **Version:** 1 **Name:** APPLY FOR THE 2021 AMERICORPS VISTA PROGRAM GRANT

Type: Resolution **Status:** To Be Introduced

File created: 2/17/2021 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2021 AMERICORPS VISTA PROGRAM GRANT

Sponsors: Community Development, Grants, Finance

Indexes: Contract, Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2021 AMERICORPS VISTA PROGRAM GRANT WHEREAS, applications are now being accepted for the 2021 AmeriCorps VISTA Program Grant; and

WHEREAS, the City of Jonesboro is applying for three VISTA members to join the Grants and Community Development Department; and

WHEREAS, the members will work in the following capacities: Outreach Officer, Fundraising Specialist, and Grant Writer; and

WHEREAS, the purpose of the roles will be to build organizational capacity and expand the number of individuals served through grants and grant dollar procured by the City; and

WHEREAS, two of the VISTA members will be federally funded (\$27,000) and one member will come out of the Grants and Community Development Budget (\$13,500).

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

SECTION 1: The City of Jonesboro, Arkansas supports the submission of the application to the 2021 AmeriCorps VISTA grant for three full time VISTA members.

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

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



Legislation Details (With Text)

File #:	RES-21:037	Version:	1	Name:	ACCEPT THE AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT (ADEM) FOR THE JONESBORO ACQUISITION AND DEMOLITION PROJECT AND AMEND THE 2021 BUDGET
Type:	Resolution	Status:			To Be Introduced
File created:	2/17/2021	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT (ADEM) FOR THE JONESBORO ACQUISITION AND DEMOLITION PROJECT AND AMEND THE 2021 BUDGET				
Sponsors:	Grants, Finance, Engineering				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	02.23.2021 FEMA Jonesboro Award Letter DR-4441-0017				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT (ADEM) FOR THE JONESBORO ACQUISITION AND DEMOLITION PROJECT AND AMEND THE 2021 BUDGET

WHEREAS, the City of Jonesboro was awarded a Hazard Mitigation Assistance (HMA) Grant in the amount of \$401,572.50; and,

WHEREAS, the City of Jonesboro will accept the HMA Grant for mitigation with a local cost share of \$95,612.50 and the federal cost share of \$305,960.00 for a total of \$401,572.50. The federal cost share includes reimbursable management cost up to \$19,122.50; and,

WHEREAS, funds will be utilized to mitigate the four (4) qualifying structures; and,

WHEREAS, the city of Jonesboro, Arkansas passed the 2021 budget in RES-20:244, which will need to be amended to reflect the award amount.

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

Section 1: The City of Jonesboro accepts the award from the Federal Emergency Management Administration (FEMA) through the Arkansas Department of Emergency Management (ADEM).

Section 2: The Mayor and City Clerk are hereby authorized by the City Council to execute all documents

necessary to effectuate this agreement.

Section 3: The 2021 budget is hereby amended to include the Hazard Mitigation Assistance (HMA) Grant.



STATE OF ARKANSAS
 GOVERNOR ASA HUTCHINSON
 DEPARTMENT OF PUBLIC SAFETY
 DIVISION OF EMERGENCY MANAGEMENT



JAMI COOK
 SECRETARY

A.J. GARY
 DIRECTOR

October 20, 2020

Honorable Harold Perrin
 Mayor, City of Jonesboro
 300 South Church Street
 Jonesboro, AR 72401

Re: DR-4441-AR-0017
 Jonesboro Acquisition and Demolition Project #17
 DUNS: 073540288

Dear Mayor Perrin:

The Hazard Mitigation staff at FEMA Region 6 has completed their review of your grant application for the Jonesboro Acquisition and Demolition Project. The application was approved and funding obligated on October 14, 2020. These funds are made available through the Hazard Mitigation Grant Program (HMGP). The CFDA for the HMGP program is **97.039**.

The project identification number is **DR-4441-0017-AR**. This number should be included on all future correspondence.

DR-4441-0017-AR	Federal Share	Non-Federal Share	Total
Project Costs	\$286,837.50 (75%)	\$95,612.50 (25%)	\$382,450.00 (100%)
Subrecipient Management Costs	\$19,122.50 (100%)	\$0.00 (0%)	\$19,122.50 (100%)
Total Obligation	\$305,960.00	\$95,612.50	\$401,572.50

The following is the approved Scope of Work (SOW) and MC activities for the above-referenced project:

The City of Jonesboro is approved to acquire and demolish 4 Repetitive Loss, single-family residential structures located within the Special Flood Hazard Area. The acquired properties will be deed restricted to be used as open space in perpetuity.

Subrecipient MC are approved for salaries, travel, printing, copying and postage. Properties that have been approved as components in the project SOW are attached.

It is required that:

- All activity related to this grant is compliant with all applicable regulations and guidance to include 44CFR, 2CFR, and the corresponding Hazard Mitigation Assistance Guidance.
- The Sub-recipient must comply with environmental conditions as set forth by FEMA, Region 6, in the enclosed attachment.
- The Federal awarding agency (FEMA), Inspector General, the Comptroller General of the United States, and the pass-through entity (ADEM), or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity (Sub-recipient) which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's (Sub-recipient) personnel for the purpose of interview and discussion related to such documents.
- The Sub-recipient uses its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR, Part 200, Procurement Standards.
- The Sub-recipient follows the Scope of Work in the approved application and the approved plans. Any variance without prior written FEMA/ADEM approval will result in non-payment. Any reimbursement for ineligible items will result in funds being returned from the Subrecipient to FEMA/ADEM.
- The Sub-recipient carries out the scope of work, carries out administrative actions, and incurs costs within the period of performance (POP). Requests for time extensions to the POP will be considered, but will not be granted automatically. All time extension requests must be submitted to ADEM at least 90 Days prior to the expiration date of the POP.
- Upon grant completion, the Sub-recipient submits all required close out documentation to ADEM in accordance with 2CFR and 44CFR.
- In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program Management Costs, all management costs provided will be obligated in increments sufficient to cover recipient and sub-recipient needs for no more than one year unless contractual agreements require additional funding. Actual sub-recipient MC are to be reconciled quarterly during the review of expenditures submitted by the sub-recipient through the quarterly report process.
- Sub-recipient MC can be expended for a maximum time of 180 days after work is completed for the sub-award or the end of the Period of Performance (POP), whichever is sooner.

Mayor Perrin
October 20, 2020
Page 3

One requirement pertinent to this project is the submission of progress reports every three months. The first progress report is due January 15, 2021, which covers October 1, 2020 through December 31, 2020.

The period of performance (POP) is from October 14, 2020 through December 5, 2023. If the work cannot be completed within the time limitation, a written request for an extension must be submitted prior to September 5, 2023.

Please contact our office at your earliest convenience to schedule an administrative meeting to discuss the programmatic requirements of this grant. Thank you for your continued support of mitigation activities, and if you have any questions or concerns, you may contact me at (501) 683-6724 or email at lacye.blake@adem.arkansas.gov

Sincerely,

Lacye Blake
State Hazard Mitigation Officer

Enclosures: REC
Property List

Property List

4441-0017-AR Jonesboro Acquisition and Demolition

Property ID	Property Address	Latitude	Longitude
1	3804 Gamblin Drive	35.8056	-90.6531
2	2505 Mary Jane Drive	35.8146	-90.6576
3	3901 Willow Road	35.7972	-90.6521
4	525 W. Forrest Street	35.8518	-90.7122