

Municipal Center 300 S. Church Street Jonesboro, AR 72401

## Council Agenda City Council

Tuesday, November 18, 2025

5:30 PM

Municipal Center, 300 S. Church

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

Council Chambers, Municipal Center

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

## 3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

#### 4. SPECIAL PRESENTATIONS

COM-25:048 PRESENTATION BY JOHN KEETING BAKER OF MITCHELL, SELIG, GATES &

WOODYARD, P.L.L.C. REGARDING FOIA CHANGES

**Sponsors:** Mayor's Office

Attachments: 2025-07-10 FOIA Overview.pdf

#### 5. CONSENT AGENDA

MINUTES FOR THE CITY COUNCIL MEETING ON NOVEMBER 4, 2025

Attachments: CC Minutes 11042025.pdf

RES-25:139 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE

MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM CHRISTOPHER AND MARILYN NEWSOME FOR THE PURPOSE OF

CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

<u>Attachments:</u> <u>Permanent Drainage Easement - Newsome.pdf</u>

Legislative History

11/4/25 Public Works Council Recommended to Council

Committee

RES-25:140 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE

MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM MICHAEL AND RAHEL CASTORENA FOR THE PURPOSE OF CONSTRUCTING

AND MAINTAINING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

Attachments: Permanent Drainage Easement - Castorena.pdf

Legislative History

11/4/25 Public Works Council Recommended to Council

Committee

RES-25:161 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE

MAYOR AND CITY CLERK TO ACCEPT A RIGHT-OF-WAY DEDICATION FROM ZP NO 319 LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY

**IMPROVEMENTS** 

**Sponsors:** Engineering

Attachments: ZP NO. 319, LLC - Right-Of-Way Dedication - 10.28.2025.pdf

Legislative History

11/4/25 Public Works Council Recommended to Council

Committee

RES-25:162 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 911 AND REAL TIME CRIME

**CENTER PROJECT** 

**Sponsors:** Engineering

Attachments: 911 & RTCC Agreement - Bailey.pdf

Legislative History

11/13/25 Finance & Administration Recommended to Council

Council Committee

RES-25:163 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NAIDC) FOR

FUNDING OF ECONOMIC DEVELOPMENT SERVICES

Sponsors: Mayor's Office

Attachments: Contract City-NAIDC 2025-26 unsigned (002).pdf

NAIDC QTR 1 2025.pdf NAIDC QTR 2 2025.pdf

NAIDC Report 3rd Quarter 2024.pdf

NAIDC Annual Report 2024.pdf

Legislative History

11/13/25 Finance & Administration Recommended to Council

Council Committee

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-25:137 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO CONDEMN PROPERTY LOCATED AT: 233 S. Fisher St. Jonesboro, AR 72401:

Parcel # 01-144073-17500

Sponsors: Code Enforcement

Attachments: 233 S Fisher Inspection Report.pdf

233 S Fisher Pre-Condemnation Notice Affidavit.pdf

233 S Fisher Pre-Condemnation Notice Returned Cert Letter.pdf

233 S Fisher.png

Legislative History

10/21/25 Public Safety Council

Recommended to Council

Committee

RES-25:138 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

TO CONDEMN PROPERTY LOCATED AT: 505 W Woodrow St. Jonesboro, AR 72401:

Parcel # 01-144073-17500

**Sponsors:** Code Enforcement

Attachments: 505 W Woodrow Board and Secure Affidavit.pdf

505 W Woodrow Board and Secure Returned Cert Letter.pdf

505 W Woodrow Inspection Report.pdf

505 W Woodrow Pre-condemnation Notice Affidavit.pdf

505 W Woodrow Pre-condemnation Notice Returned Cert Letter.pdf

505 W Woodrow.png

Legislative History

10/21/25 Public Safety Council

Recommended to Council

Committee

RES-25:165 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE CONTRIBUTION COMMITMENTS TOWARD THE PURCHASE OF TWO NEW FIRE TRUCKS FOR THE

JONESBORO FIRE DEPARTMENT

**Sponsors:** Mayor's Office and Fire Department

Legislative History

11/13/25 Finance & Administration

Recommended to Council

Council Committee

#### 6. NEW BUSINESS

#### 7. UNFINISHED BUSINESS

#### ORDINANCES ON SECOND READING

<u>ORD-25:033</u> AN ORDINANCE TO AMEND CHAPTER 6 - ALCOHOLIC BEVERAGES TO COMPLY

WITH CHANGES TO THE ARKANSAS LAW REGARDING PRIVATE CLUB PERMITS

Sponsors: City Attorney's Office

<u>Attachments:</u> Alcohol Permit Application 2025.docx

<u>Final Jonesboro Application for Change in Business Operation of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Change in Business Operation of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location of Private Club Permit Cock (the Final Jonesboro Application for Transfer of Location for T</u>

Legislative History

10/21/25 Public Safety Council Recommended to Council

Committee

11/4/25 City Council Held at one reading

ORD-25:037 AN ORDINANCE TO AMEND CHAPTER 117 ARTICLE VIII, SECTION 117-324(g) TO

REMOVE THE REQUIREMENT TO HAVE A VALID REGISTRATION OR LICENSE ON A

BOAT, TRAILER, OR RECREATIONAL VEHICLE PARKED OUTDOORS ON

RESIDENTIAL LOTS IN THE CITY OF JONESBORO

Legislative History

10/21/25 Public Safety Council Recommended to Council

Committee

11/4/25 City Council Held at one reading

ORD-25:038 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC

SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL

COMMITTEE

**Sponsors:** Engineering

Legislative History

10/21/25 Public Safety Council Recommended to Council

Committee

11/4/25 City Council Held at one reading

ORD-25:039 AN ORDINANCE TO ADD SECTION 2-289 TO THE JONESBORO CODE OF

ORDINANCES TITLED FIREFIGHTER BILL OF RIGHTS

**Sponsors:** Fire Department

Attachments: Firefighter Bill of Rights.pdf

Legislative History

10/21/25 Public Safety Council Recommended to Council

Committee

11/4/25 City Council Held at one reading

ORDINANCES ON THIRD READING

ORD-25:035 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB

PERMIT TRANSFER OF LOCATION FOR THE PARSONAGE, LLC

<u>Attachments:</u> Parsonage Private Club Transfer.pdf

Receipt.pdf

Legislative History

10/21/25 City Council Held at one reading
11/4/25 City Council Held at second reading

8. MAYOR'S REPORTS

COM-25:050 September 2025 Financials

**Sponsors:** Finance

<u>Attachments:</u> <u>September 2025 Financials.pdf</u>

#### 9. CITY COUNCIL REPORTS

## 10. PUBLIC COMMENTS

## 11. ADJOURNMENT



300 S. Church Street Jonesboro, AR 72401

## **Text File**

File Number: COM-25:048

Agenda Date: 11/18/2025 Version: 1 Status: To Be Introduced

In Control: City Council File Type: Other
Communications

PRESENTATION BY JOHN KEETING BAKER OF MITCHELL, SELIG, GATES & WOODYARD, P.L.L.C. REGARDING FOIA CHANGES

# OVERVIEW OF FOUR AREAS OF ARKANSAS' FREEDOM OF INFORMATION ACT (FOIA) STATUTE

### 1. **PUBLIC MEETINGS**

## What the FOIA says:

A "public meeting" is defined as the "formal gathering together, in a special or regular gathering, of a governing body, whether in person or remotely." Ark. Code Ann. § 25-19-103(13)(A).

The definition of a "public meeting" does *not* include "a gathering together, whether in person or remotely, of the members of a governing body *to discuss* the settlement of a cause of action in a court ordered-alternative dispute resolution process, including without limitation a settlement conference or mediation." Ark. Code Ann. § 25-19-103(13)(B).

The above definition of a "public meeting" does not embrace an <u>informal</u> gathering. An "informal gathering" is defined to mean "the gathering of two (2) or more members of a governing body outside of a public meeting." Ark. Code Ann. § 25-19-103(8).

## 2. <u>COMMUNICATIONS OUTSIDE OF A PUBLIC MEETING</u>

What does the FOIA say about members of a governing body communicating with one another or with staff or an agent of the governing body <u>outside</u> of a <u>public meeting</u>?

1. He or she *cannot* participate in a communication with a staffer or an agent of the governing body (e.g., attorney of governing body) or another member of the governing body (written, oral, electronic, or otherwise) that is a *poll*. Ark. Code Ann. § 25-19-106(f)(1)(A).

What is a "poll?" A poll is a series of communications:

- (A) Between:
  - (i) One (1) or more persons paid by a public entity or agents or employees of that public entity; and
  - (ii) One (1) or more members of the governing body of that public entity;
- (B) Concerning any matter on which official action will foreseeably be taken by the governing body;
- (C) To determine:
  - (i) How the member of the governing body intends to vote; or
  - (ii) Whether the member of the governing body supports or opposes certain proposed action by the governing body; <u>and</u>
- (D) For the purpose of exercising a responsibility, authority, power, or duty of the governing body. Ark. Code Ann. § 25-19-103(11).
- 2. He or she *cannot* engage in a "deliberation" with another member of the governing body. Ark. Code Ann. § 25-19-106(g).

"Deliberation" means an exchange of information or opinion between two (2) or more members of a governing body that: (A) seeks, discloses, or inquires about a decision by a member of the governing body concerning any matter on which official action will foreseeably by taken by the governing body or (B) solicits, discloses, or inquires about the support or opposition of a member of the governing body concerning any matter on which official action will foreseeably be taken by the governing body. Ark. Code Ann. § 25-19-103(4).

Examples of Violative "Deliberation" Communications:

Example One

Governing Body Member One: "You comfortable with that big Penske contract?"

Governing Body Member Two: "Yes, I think I'm good with it."

#### Example Two

Governing Body Member One's response to a social media post on a site to which other governing body members have access: "I'm generally against long term contracts, but I pledge to fully study the Penske contract and do what is in the best interest of our City and its citizens."

- 3. He or she *cannot* communicate with another member of the governing body about a matter on which official action will foreseeably be taken by the governing body. Ark. Code Ann. § 25-19-106(f)(2)(A).
- 4. He or she *can* participate in a communication with anyone that deals with ministerial acts, like scheduling a public meeting or setting the agenda for a public meeting. Ark. Code Ann. § 25-19-106(f)(1)(B)(i).
- 5. He or she *can* communicate with a staffer or agent of the governing body or another member of the governing body about background and nondecisional information on a topic to be taken up by the governing body. Ark. Code Ann. § 25-19-106(f)(1)(C)(i) and (2)(B). "Background and nondecisional information" is defined to mean any information that is *not* "deliberation." Ark. Code Ann. § 25-19-103(1).
- 6. He or she *cannot* communicate with a staffer in such a way that the communication functionally conducts substantive business of the governing body concerning any matter on which official action would foreseeably be taken by the governing body. Ark. Code Ann. § 25-19-106(f)(1)(A)(ii).

#### Example of Violative Communication:

Email from a staffer to members of governing body that says, "Okay, please let me hear back from you before this Friday if you have any concerns about my signing the contract on the Penske matter."

What does the FOIA say	about staffers or	agents of the go	verning body	communicating 1	with a member	of a governing	body outside of
<u>a public meeting</u> ?							

1. A staffer or agent of a governing body *cannot* communicate to a member of the governing body how another member of the governing body intends to vote or whether he or she is supportive of or opposes a certain proposed action by the governing board. Ark. Code Ann. § 25-19-106(f)(1)(C)(ii).

What civil remedy exists if a member of a governing body is found to have violated the above FOIA rules about communications and deliberations <u>outside</u> of a <u>public meeting</u>?

1. A circuit court can invalidate any action the governing body took that is the direct or indirect result of the prohibited communication or deliberations that occurred in an informal meeting. Ark. Code Ann. § 25-19-106(i)(2).

## 3. NOTICES REQUIRED TO CONDUCT PUBLIC MEETINGS

### Regular Meetings

Notice of the time and place of each *regular* public meeting shall be furnished to anyone who requests the information. The notice must be given at least three (3) days before the meeting takes place. Additionally, the time, place, most current agenda, and a link to any online participatory platform that may be used during the meeting, must be published online if the governing body maintains a website or social media page. Ark. Code Ann. § 25-19-106(b).

#### Special or Emergency Meetings

At least two (2) hours notice of the time and place of each *emergency or special* public meeting shall be furnished (by the person calling the meeting) to:

- i. the newspapers, radio stations, and television stations located in the county in which the meeting is to be held; and
- ii. any news media located elsewhere which covers regular meetings of the Commission and that have requested to be so notified of emergency or special meetings.

Additionally, at least two (2) hours before the emergency or special meeting, the time, place, most current agenda, and a link to any online participatory platform that may be used during the meeting, must be published online if the governing body maintains a website or social media page. Ark. Code Ann. § 25-19-106(b).

## 4. **PENALTIES**

Any person who negligently violates any of the provisions of the FOIA shall be guilty of a Class C misdemeanor. Ark. Code Ann. § 25-19-104. A Class C misdemeanor is punishable by up to 30 days in jail and a \$500 fine. Ark. Code Ann. §§ 5-4-201(b)(3) & 401(b)(3).

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300 S. Church Street Jonesboro, AR 72401

## **Text File**

File Number: MIN-25:097

Agenda Date: Version: 1 Status: To Be Introduced

In Control: City Council File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON NOVEMBER 4, 2025



Municipal Center 300 S. Church Street Jonesboro, AR 72401

## Meeting Minutes City Council

Tuesday, November 4, 2025

5:30 PM

Municipal Center, 300 S. Church

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

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

## 3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 11 - Brian Emison; Chris Moore; Chris Gibson; David McClain; Joe Hafner; Kevin Miller; Anthony Coleman; Janice Porter; John Street; Charles Coleman and LJ

Bryant

Absent 1 - Ann Williams

#### 4. SPECIAL PRESENTATIONS

COM-25:047

A PRESENTATION OF THE 2025 ARKANSAS RECREATION AND PARKS ASSOCIATION "FESTIVAL OF THE YEAR" AWARD FOR THE JOYFEST FESTIVAL

Mayor Harold Copenhaver began Well, good evening, Council, and it's always a pleasure to stand before you, especially when we're bringing accomplishments among our community and their achievements. First of all, this evening, I'd like to recognize Parks & Recreation Director Danny Kapales, Downtown Jonesboro Alliance Executive Director Sarah Doss, Downtown Jonesboro Alliance Event Coordinator Sarah Rickert, and Parks & Recreation Parks Supervisor Adam Larson. So the reason these individuals are coming forward is because Danny, this year, attended the Arkansas Recreational Park Annual Conference. And in doing so, this group, due to their leadership, was recognized as Festival Event of the Year, 5-10 years. It's quite accomplishment. It's not just one year, but five to ten years. And so, for Joy Fest. So this is Jonesboro Parks and Recreation, and let me read this Proclamation on your behalf. Whereas, JoyFest is a collaborative effort between the City of Jonesboro Parks Recreation and the downtown Jonesboro Alliance. Whereas JoyFest began in 2019 with a 20 ft. Christmas tree, a Mayoral Proclamation and a simple refreshment table. That's all there was, right? I remember that. And has evolved to a premier Christmas celebration with a 55 ft. tree, corporate sponsors, and is attended by thousands of people. JoyFest continues to grow by incorporating Winter Wonderland and the JoyFest Tree Trail featuring vintage holiday scenery; Whereas the centerpiece of JoyFest is now a giant ferris wheel with tens of thousands of lights, skating, live music, life size snow globe, snow in the air, food trucks, and photo with Santa are features of the most wonderful time of the year festival. The Arkansas Recreation and Park Association recently awarded Jonesboro JoyFest Festival of the Year at their

annual conference. JoyFest 2025 begins December 6th in downtown Jonesboro. So I, now therefore, Harold Copenhaver, Mayor of the City of Jonesboro and by the virtue of the city do declare December 6, 2025, as the official beginning of the season of JoyFest in Jonesboro, Arkansas. Congratulations to you all for making a wonderful event.

#### Read

#### COM-25:046

A PROCLAMATION RECOGNIZING THE SUCCESS OF JONESBORO TRAP TEAM MEMBERS AT THE AIM GRAND NATIONAL TRAPSHOOTING CHAMPIONSHIP

Mayor Harold Copenhaver said, now Council, you might also be wondering why the room is full this evening. Well, it is always a pleasure to see our youth in the community excel. And more importantly, for them to be recognized by their city for their achievements. So I'm proud this evening to bring forward and recognize the success of the Jonesboro Trap Team members at the AIM Grand National Trap Shooting Championship. It's always happy to see, I enjoy shooting myself, but I can't achieve the accomplishments that y'all are doing so keep up the good work and representing more importantly our community. So, I feel it's important that you be recognized for your efforts. The Jonesboro Trap Team recently completed the 2025 AIM Grand National Trap Shooting Championships Tournament in Sparta, Illinois. Youth compete as five person squads, both as individuals, and as squad, and all 30 team members came home with medals and no other organization competing had more winning squads. It says a lot. Good job, Joey. The JTT Young Guns were Runner Up, PreSub Champions for 9 to 11 year olds. The JTT Diamond State were Runner Up Sub Junior Champions for ages 12 to 15 year olds. The JTT Dirty Dusters, man I like these names. The Dirty Dusters placed 1st in the Sub Junior Class A Championship for ages 12 to 15 year olds. The JTT Uncoachables V3.0 placed 1st in the Junior Class B Championship for ages 15 to 18 years of age. And the JTT Another One Bites the Dust placed 1st in the Junior Gold Class D Championship for ages 18 to 21 year olds. Some of them are already off college. ASU Shooting Sports, coach by Jonesboro Trap Team, won Junior Gold Class A Runner up, tying for 1st place in ages 18 through 21 years old. Ten individual awards were also achieved and were acknowledged in this proclamation. Now, if you would, if you're here, I'm going to read a few names. Step forward once I read your name. High All Around, Pre-Sub Junior Class C Championship, Sylas Bass; Junior Gold Class C Champion, Hunter Walpole; Event One Handicap Championship, Pre-Sub Junior Champion, Falcon Thompson; Pre-Sub Junior 10th, Dutch Cox; Junior Gold 4th, Cole Cureton; Event Two Doubles Championship, Pre-Sub Class D Champion, Falson Thompson; Event Three Singles Championship, Pre-Sub Junior Champion, Dutch Cox; Pre-Sub Junior C Champion, Sylas Bass; Junior Gold Class C Champion, Hunter Walpole; and High Sub Junior Lady champion, Piper Smith. Congratulations to all of y'all. So I now therefore Mayor Harold Copenhaver by the City of Jonesboro and by virtue of the authority vested in me by the laws of the state of Arkansas, do hereby proclaim November 4, 2025 Jonesboro Youth Shooting Sports Day. Congratulations, everybody. All right, counsel, thank you very much for allowing us to have that time and to show off some members of our community. I always think that's very important when they achieve it in such a high level.

Read

#### 5. CONSENT AGENDA

Approval of the Consent Agenda

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

Aye: 11 - Brian Emison; Chris Moore; Chris Gibson; David McClain; Joe Hafner; Kevin

Miller; Anthony Coleman; Janice Porter; John Street; Charles Coleman and LJ

Bryant

Absent: 1 - Ann Williams

MIN-25:093 MINUTES FOR THE CITY COUNCIL MEETING ON OCTOBER 21, 2025

Attachments: CC Minutes 10212025.pdf

This item was passed on the Consent Agenda.

RES-25:160 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,

TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1500 DANNY DRIVE, PARCEL 01-144214-10600, OWNED BY KEVIN & TONYA LYLES IN THE AMOUNT

OF \$4,220.80

Attachments: 01. 1500 Danny Notice of Violation.pdf

02. 1500 Danny Billing Request.pdf
03. 1500 Danny Demo Invoice.pdf
04. 1500 Danny Council Notice.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-170-2025

#### 6. NEW BUSINESS

#### ORDINANCES ON FIRST READING

ORD-25:033 AN ORDINANCE TO AMEND CHAPTER 6 - ALCOHOLIC BEVERAGES TO COMPLY WITH CHANGES TO THE ARKANSAS LAW REGARDING PRIVATE CLUB PERMITS

Attachments: Alcohol Permit Application 2025.docx

Final Jonesboro Application for Change in Business Operation of Private Clul Final Jonesboro Application for Transfer of Location of Private Club Permit.dc

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-25:033 by title only. All voted aye.

Held at one reading

ORD-25:037 AN ORDINANCE TO AMEND CHAPTER 117 ARTICLE VIII, SECTION 117-324(g) TO

REMOVE THE REQUIREMENT TO HAVE A VALID REGISTRATION OR LICENSE ON A BOAT, TRAILER, OR RECREATIONAL VEHICLE PARKED OUTDOORS ON

RESIDENTIAL LOTS IN THE CITY OF JONESBORO

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-25:037 by title only. All voted aye.

Councilmember David McClain said, I just I went back and I watched our public safety meeting and I was trying to make sure I understand correctly. Carol, if you don't mind, just touch on how this is differs from the state. The state requires you to register your boat trailer as well as RV. Mayor Copenhaver said, Brian, if you would. City Attorney Carol Duncan responded, or Roper. Councilmember McClain said, I just want to make sure. Ms. Duncan said, you do have to register it to drive it on the roadway, just to be clear. Councilmember McClain said, right, but I'm saying, so sitting in my yard, how long of a time are we talking about that someone does not have to. Chief Administration Officer Brian Richardson said, well, it's kind of a layered question. One, Code Enforcement has plenty of tools to stop blight if it is a blighted situation, but two, if you look at say, ATV's or UTV's, most people don't get those actually registered, as this ordinance would imply that you have to do. I've got a couple of four wheelers and I don't think any of them are registered. They are titled, but not actually registered for, you know, state park use or federal land use. Secondly, you know, if you go buy a boat, most of your boat trailer tags are permanent tags. So, that's really not an issue, but if you've got a boat that you have a used in four, five, six years, the registration may be out of date. It doesn't mean it's a blighted thing. I mean, I've seen some pretty nice boats that don't have in-date tags, but it just really kind of better defines, with consistency, when you compare it with the automobile ordinances what is considered a blighted vehicle, tags are not a part of that equation. It has to have other multiple components that are wrong with it. So this ordinance just kind of makes it more consistent with the way that we treat vehicles when it comes to boat trailers and UTV's. And, you know, it maybe not all that relevant in the city of Jonesboro, but on some property that are larger, somebody may have a utility trailer that never leaves the property, but is used to haul firewood around or hayrides or whatever that may be. This just removes the fact that a perfectly fine trailer may not be registered. It may not be used for street use, but it somehow be against city code ordinances and it just give better direction, our enforcement officers that address blight, not necessarily technicalities. Ms. Duncan replied, but to be clear, if it's used on the street, it has to comply with all of the other. Councilmember McClain said, right, correct. I just didn't want people to have an unregistered trailer or something like that, and then all of a sudden they are on the road. And, then they say the city says, I don't have to. Ms. Duncan said, no, that is not what this says. Councilmember McClain said, thank you.

Patti Lack, 4108 Forest Hill Road, said, I was wondering if Scott could come up here because I tried looking at the 17-324 to look at saying that nothing else in that was going to change. I'd like to know what the ordinance is that if someone has a trailer parked out in the front of their yard, how long can it stay there without someone calling Code Enforcement or do we call? We have that right. How long can that car or a trailer be parked in front of a house, even whether it's registered or not registered without making kind of, why aren't they moving it? Code Enforcement Director Scott Roper said, this has absolutely nothing to do with where trailers are parked. There are ordinances in place that dictate where trailers can be parked and where they can't. It's the same with vehicles. Whether they are inoperable or parked, we can deal with those. This has nothing to do, this is strictly talking about registration of trailers. Mayor Copenhaver said, thank you.

Tommy Lackey, 1003 W. Matthews, said, I'm listening to this. If a car or truck or trailer sitting out in the street, it's not sitting in the yard, if it's sitting in the street, then it would have to be licensed? Ms. Duncan said, right, it has to follow the rules of the state. Mr. Lackey continued, so, just if it's sitting in the street, it can't set there. I mean, that's the way I understand it. I don't know if I am clarifying it for anybody or not. Ms. Duncan continued, I mean, there could be other things that affect it sitting in the street, whether it's legal to park a trailer there or not, there are other ordinances that

deal with that, and other state laws that deal with that. This only applies to whether it has to have a tag. Mr. Lackey said, if they're in the yard. Ms. Duncan replied, well, if they're in the street, they have to have a tag because they are on the street. Mr. Lackey said, that's the clarification I was curious about. Thank you. Mayor Copenhaver said, thank you.

#### Held at one reading

ORD-25:038 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC

SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC

**CONTROL COMMITTEE** 

Councilmember John Street motioned, seconded by Councilmember L.J. Bryant, to suspend the rules and offer ORD-25:038 by title only. All voted aye.

Held at one reading

ORD-25:039 AN ORDINANCE TO ADD SECTION 2-289 TO THE JONESBORO CODE OF

ORDINANCES TITLED FIREFIGHTER BILL OF RIGHTS

Attachments: Firefighter Bill of Rights.pdf

Councilmember John Street motioned, seconded by Councilmember L.J. Bryant, to suspend the rules and offer ORD-25:039 by title only. All voted aye.

Held at one reading

#### 7. UNFINISHED BUSINESS

#### ORDINANCES ON SECOND READING

ORD-25:035 AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE

CLUB PERMIT TRANSFER OF LOCATION FOR THE PARSONAGE, LLC

<u>Attachments:</u> Parsonage Private Club Transfer.pdf

Receipt.pdf

Held at second reading

#### ORDINANCES ON THIRD READING

ORD-25:034 AN ORDINANCE AUTHORIZING MID-SOUTH AUTO SERVICE TO DO BUSINESS

WITH THE CITY OF JONESBORO

Councilmember L.J. Bryant said, Mayor, could you just fill in the blank here on this one, for us? Mayor Harold Copenhaver asked, Steve, would you like to come forward on this authorizing Jonesboro Auto Service? Finance Director Steve Purtee said, Yes, sir. What was the question exactly? Councilmember Bryant said, yeah, I mean, I see he's a city employee, and we're going to maybe do business with him, but kind of, is he a full time city employee? Like, can you color the picture for me a little bit? Mr. Purtee replied, well, in all situations, we would have any individual or entity that might have a conflict of interest would come before this council for approval of an ordinance, adopt an ordinance to do business with that entity or person or individual. This particular individual, we've done work with them for quite some time. They are now an employee, so we're just doing the work to adopt this ordinance so that we can continue

doing business with that individual. It's a situation where there have not been any issues relative to the work, the degree of the work being performed, or the expense of it relative to other situations we have. So it's just simply gratifying that we can continue to do business with this person. Mayor Copenhaver said, and that employee is Justin Tittle. He is the owner and he owns an interest in Mid-South Auto Service just for clarification for the public.

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

Aye: 10 - Brian Emison; Chris Moore; Chris Gibson; David McClain; Joe Hafner; Kevin

Miller; Anthony Coleman; Janice Porter; John Street and Charles Coleman

Nay: 1 - LJ Bryant

Absent: 1 - Ann Williams

Enactment No: O-EN-038-2025

#### 8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

So once again, good evening everyone. In addition to tonight's agenda items and proclamations, I have a few updates that I think you'll enjoy hearing about.

Last week, I had the honor of speaking at the Arkansas Department of Transportation Conference, which was held right here in our hometown. We had more than 400 attendees exactly. I think we had 450 attendees for the conference. It's first time that ARDOT has held a statewide conference and it's right here in your own community. Many visiting Jonesboro for the very first time. It was a great opportunity for us to showcase what makes our community so special. From a beautiful Arkansas State University campus to our growing downtown to even our shooting range and recreational areas. Let me go into a little bit more detail. Also, what that meant was that we have the opportunity to provide a showcase area for many of ARDOT employees that have never been here. About 25% have never been in Northeast Arkansas much less Jonesboro. So their first impressions were very keen and obviously the people had a lot to do with it, but more importantly, Jared Wiley is the Executive Director now of ARDOT. He's an ASU graduate. And many of his team members are also Arkansas State University graduates. So I'm excited that through the years and a little bit of prodding through the City of Jonesboro, ARDOT is now going to be opening an office right here in Jonesboro. It's their only office outside of Little Rock and Fayetteville, and it's a big deal for us, a big deal. It's going to be mainly housed with engineers and with that, hopefully can expedite northeast Arkansas projects. So this is very important to the growth, not only continued growth of Jonesboro, Arkansas, but Northeast Arkansas. So we appreciate the investment that ARDOT sees in Jonesboro and Northeast Arkansas. And we're looking forward to many good plans in the future.

We also had the pleasure of welcoming a new national organization to town, the United Breast Cancer Foundation. This nonprofit provides incredible support for patients and families by helping with everyday essentials and emotional care. Their ribbon cutting was a heartfelt event. And we're so proud that they have chosen Jonesboro to make it their new home and they'd come all the way from New Jersey. But, more importantly, I think the one thing that was really reiterated by their Executive Director was the fact that the people in Jonesboro is what made it a reality for them to call it their home.

We've already mentioned JoyFest, which is coming up soon, but we just wrapped up also a fun filled Halloween week. Rain or Shine, the Jonesboro Police and Fire Departments, hosted their annual trunk or treat downtown. And thousands of kids turned out. I was blown away. I really appreciate the efforts of our community members that weathered the storm from 2:00 to 3:00 p.m. in the afternoon preparing hot dogs, hot chocolate, and everything else for many of our youth. We anticipated about 4,000-5,000 youth turned out for the event. So again, volunteers stepped up, and without them, we couldn't have had that happen. So the community spirit is something that we can all be proud of.

There were also Halloween celebrations around town Friday, including Pathways and Arisa Health. I had the privilege of helping judge both a costume contest and a chili cook off that day. And, I have to admit, the chili was a little tough, but it was tasty. Tony Thomas, kind of, he didn't inform me that there was going to be a chili contest, but he was a judge as well, and he broke out in sweat, so that was a pleasure for me to see.

The weekend stayed busy with the Renaissance Fair at Craighead Forest Park, from when I saw the event was really growing. It's wonderful to see so many people getting into the spirit of jousting and enjoying our park. We had several thousands people attend that from Friday through Sunday afternoon.

Saturday, we held our annual Veteran's Day Parade. You know, I've been attending that parade for over 15 years, and I'll be honest with you, I'm seeing a decline in our veterans, in the community that are present. World War II veterans are no longer present. Our veterans, from other wars are diminishing in size. So it reminds me of the importance of what we do for our veterans and our community, and as long as I'm mayor, we're going to support, we're going to do everything we can for second chance opportunities and provide the best that we can for our veterans.

Finally, I'd like to offer a congratulations to Scott Hollingshead in our Maintenance Department for being selected as Employee of Month, and it's again, sponsored by First Security Bank. Scott's dedication and hard work truly make a difference and we're lucky to have him on the team. So thank you for our all continuing to make Jonesboro such a vibrant and welcoming place.

There's several other things that I'd like to mention. Number one, I'm really excited to say I just got confirmation. I'll be making an announcement of a new Director of our Grants Department, hopefully by the end of the week, but I have confirmed that, and so I'm looking forward to the assistance of that individual to help move our community forward.

Also, I would like all of us and many of us are well aware of the passing former Mayor Harold Perrin's daughter. Keep him and his wife and the rest of their family in your prayers. We need to continually pray for them as they go through some dark times. So we need their recovery. So please pray.

Now, Council, I want to say just a few more words. A recent post has been circulating around social media sites implying that city officials and staff were served by U.S. marshals recently. That did not happen. Similar posts began appearing more than three years ago when Council was in the process of creating the animal rides and exhibits ordinance that was eventually unanimously passed. The ordinance requires that any person, vendor, group, or business wishing to charge a fee, seek monetary donations, or receive any financial benefit for any other activities associated with

animal rights or displaying of animals in the city have liability insurance in case someone gets hurt, and permission of that property owner that the rides or exhibits are being held at. The city has and will continue to promote legislation that protects the people and property owners of Jonesboro. Sadly, because of these posts against the good people of our Animal Services Department and multiple local animal support agencies, there will be no low cost animal shot clinics in November or December in an effort to not unfairly place volunteers in a position where they do not become a target of misinformation and attacks. Due to the facts that three years ago a lawsuit was filed, I will defer to any other question to the Arkansas Municipal League Legal Counsel.

Also, following a recent Public Safety Center Task decision to endorse construction of the E-911 Real Time Crime Center facility on the 400 block of West Washington, the new legislative step will be to approve a construction manager for the project at the Washington site. For clarity, had the property on Caraway been recommended by the task force, a contract to purchase the land would have been submitted to Council for approval. That legislative step is not necessary since the city owns the Washington location. The request for qualifications, which many of you know, Council, is an RFQ process. How the city selects a construction manager was completed just yesterday in accordance with our professional services guidelines and will be considered by the Finance Committee on November 13th, and if approved, City Council on November 18th.

So I will close by saying that I've been asked by multiple residents what they could do to dispel rumors and attacks they see circulating on various topics. My response is that any time, any time you hear something that you are concerned about, do the research yourself, and don't assume what you read is true. Jonesboro is not the exception to misinformation plagued across our country. It just hits harder when you see wonderful people doing wonderful things, and they are targeted because of someone's self-interest.

#### 9. CITY COUNCIL REPORTS

City Clerk April Leggett said, I would like to mention that the Finance Committee Meeting should be moved from Tuesday to Thursday. Due to Veteran's Day on Tuesday, we normally have our meetings on Thursday and I just want to make sure that people know that. It's in our rules. Ms. Duncan said it's in our rules and happens automatically when it is a federal holiday. Mayor Copenhaver said, did y'all hear that? Okay, Finance meeting will be on Thursday versus Tuesday of next week.

Councilmember John Street said, I'd just like to add on what you said, Mayor, the inaugural Arkansas Transportation Summit was well attended. I made all four days of that. We were represented fairly well by people on both the Policy Committee and Tech Advisor Committee. And Craig Light and Derrel Smith both were in attendance. They really enjoyed their time in Jonesboro. A lot of them, like you said, hadn't been here. They were very impressed. Lee Wells and them did a great job hauling them around on the trolleys. They really enjoyed those. That's the first time they'd seen those, so they really liked them too. Even, I know Jesse Jones with the Highway Department, some of the people you said, you know, hadn't seen them yet. They rode on them and enjoyed them as well. But it was really good and Jared Wiley was tickled to death. He said he intentionally brought that here because of his association with our Arkansas State University and Jonesboro and he really likes Jonesboro. A lot of his staff are graduates from the engineering program at Arkansas State. But he wanted to showcase and highlight Jonesboro and I think he did a good job. But it was really, I

have to say this about Marvin Day. His Bridge, County Bridge Operation, I mean, man, there's a bunch of them from ARDOT went and toured that. They're looking at possibly adopted something like that on the state side, but they were very complimentary of the Bridge Program as well. But it really was a great conference. I asked him if he would bring it back. He said he see would see what he could do. Everybody did enjoy it and Jonesboro welcomed them and showed them every hospitality. So it was it was really neat. Mayor Harold Copenhaver said, well, we can we can't bring people to our community, John, unless we have good highways to do it. Councilmember Street replied, that's true. Mayor Copenhaver continued, and so that partnership is very key and evident. So I appreciate the technology that they also brought. There was a lot of new innovative systems out there from hard braking to monitoring. A lot of our community that we can do to expedite things for safety. Councilmember Street said, well, something else, they did an analysis on Jonesboro access in and about the city and believe it or not, we have one of the best accesses throughout the city of any city in the state. They said for many destination or any origin that origination to a destination, the typical in Jonesboro was 15 minutes. 15 minutes. Now, I know that sounds light when you're in high traffic, going across town, but I've checked it several times this week because that even blew me away a little bit, but pretty much you can get anywhere you want to go around town in 15 minutes. So, I told my wife to quit complaining about traffic. It's good to have that problem. When you're out there and you see that traffic. There are a lot of cities around northeast Arkansas that would love to have that traffic problem. So we're blessed, but everybody really enjoyed it, and they like the people in Jonesboro. It was a really good event. Mayor Copenhaver said, thank you for your attendance.

Councilmember Chris Gibson said, just real quick, Mr. Rickert, the Executive Director for the A&P Commission was here earlier and he shared with several of us that they did pour the side walls on the competition pool at the Ridge Athletic Center today and walls will start going up as early as next week. So exciting times for sports in Jonesboro.

Councilmember Chris Moore said, just a comment for the City Attorney. Carol, would you give us another written update of the cases we have going on? Maybe provide the whole Council with kind of a summarizing of where we are at. Ms. Duncan said, absolutely, we will get that done for the next meeting. Councilmember Moore said, thank you, ma'am. Mayor Copenhaver said, thank you, Councilman.

Councilmember Brian Emison said, yes, I just wanted to say thank you to Mayor for clarification on the status of the task force and our next steps moving forward. Also, didn't mention this in the past City Council meeting, but just wanted to say thank you to the members of that task force and for the hard work that each and every one of y'all did along with the individuals from the city's administration that got us answers to all of our questions. It made making that decision a lot easier having up to date information and being able to render a recommendation. And I just wanted to say, thank you once again and I apologize for any miscommunication on that, of course, no matter either direction that we took as far as action from the task force, it was going to have different legislative lines that it had to take. So saying that we were going to have a full vote on that at this meeting that was due to the answer that the task force had recommended was not the path that that legislation had to follow. So I just wanted to say thank you to everybody once again. Mayor Copenhaver replied, but again, I want to follow up too and just say thank you again for the councilmembers that served and you are honorable in that, and we were fully transparent. So I appreciate all that. Thank you.

Councilmember Janice Porter said, as of last night, I'm a graduate of the Citizens Police Academy. I want to take this opportunity to thank JPD for an excellent introduction to their operations. The 13 week curriculum is both interesting and informative. Thank you for providing this excellent outreach to the community. City Attorney Carol Duncan asked, are you going to suit up with the Fire Department next? Councilmember Porter said, I have to be impartial don't I? City Clerk April Leggett said, you will enjoy both. Mayor Copenhaver said, thank you councilman. I think you were a graduate of the 20th class. And if I'm not mistaken, that's over 400 now. Yeah, it's pretty amazing. That's great. And like I said, I'm also so proud to see the Fire Department has initiated that as well.

#### 10. PUBLIC COMMENTS

Tommy Lackey, 1003 West Matthews, said, you know, I come from that age where I started with a slide rule and I'm using a computer now. Where do I go to, to find out about the thing where it had been accepted and that the 911 Center was going to be at? What website would I have gone to? I read it in the newspaper. Mayor Harold Copenhaver said, that's on our city website. If you want to want to come up to our office, then we'll be happy to show you exactly how to access that. Mr. Lackey said, no, if it's on the website and it's been there all this time, I've totally overlooked it. City Clerk April Leggett replied, we have social media sites like Facebook that has the video. Facebook has a video that you can watch for the City of Jonesboro. Mr. Lackey said, okay. I guess I have gone to the wrong location. Ms. Leggett said, the communications department will have it. We also have, the City Clerk's Office has the legislation called Legistar. Mr. Lackey said, okay, that's fine. All I want to know is the website. Ms. Leggett replied, it is on the City of Jonesboro website that you can go to. Mr. Lackey said, like I said, I saw it on the news. That's what I'm curious about. And, Ms. Carol, I didn't understand earlier about cars parked on the street and you clarified that for me. Thank you. Ms. Duncan replied, glad I could help.

#### 11. ADJOURNMENT

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

Aye: 11 - Brian Emison; Chris Moore; Chris Gibson; David McClain; Joe Hafner; Kevin Miller; Anthony Coleman; Janice Porter; John Street; Charles Coleman and LJ Bryant

Absent: 1 - Ann Williams

Harold Copenhaver, Mayor

Attest:

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

**April Leggett, City Clerk** 



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:139

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Public Works Council Committee File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM CHRISTOPHER AND MARILYN NEWSOME FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

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

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°53'13" EAST, 124.39 FEET; THENCE NORTH 89°59'24" WEST, 229.75 FEET; THENCE SOUTH 88°47'49" WEST, 105.88 FEET; THENCE NORTH 00°47'00" EAST, 106.87 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°47'00" EAST, 106.86 FEET; THENCE NORTH 67°21'03" EAST, 114.97 FEET; THENCE SOUTH 00°42'36" WEST, 16.34 FEET; THENCE SOUTH 67°12'30" WEST, 109.66 FEET; THENCE SOUTH 00°47'00" WEST, 92.38 FEET; THENCE NORTH 89°13'00" WEST, 5.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2,198 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO 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.

Return recorded document to: CITY OF JONESBORO 300 South Church Street JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

## 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 **CHRISTOPHER AND MARILYN NEWSOME**, 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:

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°53'13" EAST, 124.39 FEET; THENCE NORTH 89°59'24" WEST, 229.75 FEET; THENCE SOUTH 88°47'49" WEST, 105.88 FEET; THENCE NORTH 00°47'00" EAST, 106.87 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°47'00" EAST, 106.86 FEET; THENCE NORTH 67°21'03" EAST, 114.97 FEET; THENCE SOUTH 00°42'36" WEST, 16.34 FEET; THENCE SOUTH 67°12'30" WEST, 109.66 FEET; THENCE SOUTH 00°47'00" WEST, 92.38 FEET; THENCE NORTH 89°13'00" WEST, 5.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2,198 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

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 2nd day of 0chober, 20 15.

BY:	BY:
Signature: Christyle Henome	Signature: Marilyn Newsome
Name: Chnis Eupher Newsume	Name: Marilyn Newsome
Title: UWNeR	Title: OWNER

## **ACKNOWLEDGMENT**

STATE OF ACKANSAS.
COUNTY OFCAIGHEAD
On this day before me, the undersigned officer, personally appeared < HUSTOPHER - MANTLYN NEWSON to me well known to be the person whose name is subscribed to the foregoing instrument, an acknowledged that he had executed the same for the purpose therein stated and set forth.
WITHESS my hand and seal this day of, 20_25
Notary Public (Signature):
My Commission Expires: 4/20/27  OFFICIAL SEAL - #12360155  MICHAEL MORRIS  NOTARY PUBLIC-ARKANSAS  CRAIGHEAD COUNTY  MY COMMISSION EXPIRES: 04-20 cm



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:140

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Public Works Council Committee File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM MICHAEL AND RAHEL CASTORENA FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

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

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°53'13" EAST, 124.39 FEET; THENCE NORTH 89°59'24" WEST, 229.75 FEET; THENCE SOUTH 88°47'49" WEST, 105.88 FEET; THENCE NORTH 00°47'00" EAST, 106.87 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 89°13'00" WEST, 10.00 FEET; THENCE NORTH 00°47'00" EAST, 102.52 FEET; THENCE NORTH 67°21'03" EAST, 10.90 FEET; THENCE SOUTH 00°47'00" WEST, 106.86 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,047 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO 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.

Return recorded document to: CITY OF JONESBORO 300 South Church Street JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

## 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 <u>MICHAEL AND RAHEL CASTORENA</u>, 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:

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 04 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°53'13" EAST, 124.39 FEET; THENCE NORTH 89°59'24" WEST, 229.75 FEET; THENCE SOUTH 88°47'49" WEST, 105.88 FEET; THENCE NORTH 00°47'00" EAST, 106.87 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 89°13'00" WEST, 10.00 FEET; THENCE NORTH 00°47'00" EAST, 102.52 FEET; THENCE NORTH 67°21'03" EAST, 10.90 FEET; THENCE SOUTH 00°47'00" WEST, 106.86 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,047 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

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 <u>OZ</u>day of <u>OcroBFL</u>, 20<u>25</u>.

BY:	BY:
Signature:	Signature: Rahel Gerot
Name: MICHAEL CASTORENA	Name: Rahel Castorena
Title:	Title:

## **ACKNOWLEDGMENT**

STATE OF ARKANSAS.
COUNTY OF CRAIGUERD.
On this day before me, the undersigned officer, personally appeared MICHAEL & RAHEL CASTOLEM 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 purpose therein stated and set forth.
WITHESS my hand and seal this day of, 20, 20, 20,
Notary Public (Signature):  OFFICIAL SEAL - #12360155  MICHAEL MODERATE MANAGEMENT AND MICHAEL MODERATE MANAGEMENT MA
My Commission Expires: 4/20/27 . MICHAEL MORRIS  NOTARY PUBLIC-ARKANSAS  CRAIGHEAD COUNTY  MY COMMISSION EXPIRES: 04-20-27



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:161

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Public Works Council Committee File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A RIGHT-OF-WAY DEDICATION FROM ZP NO 319 LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described right-of-way for the purpose of constructing and maintaining roadway improvements:

A PART OF NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°58'10" EAST, 1144.10 FEET; THENCE SOUTH 27°45'56" EAST, 156.40 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 53°12'10" EAST, 29.07 FEET; THENCE NORTH 57°00'24" EAST, 70.03 FEET; THENCE NORTH 41°10'47" EAST, 16.66 FEET; THENCE SOUTH 31°22'15" EAST, 27.07 FEET; THENCE SOUTH 58°28'05" WEST, 115.95 FEET; THENCE NORTH 27°45'56" WEST, 17.70 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2,436 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO 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 right-of-way described above.

Return recorded document to: CITY OF JONESBORO 300 South Church Street Jonesboro, AR 72401

The above space is reserved for Craighead County recording information

## **RIGHT-OF-WAY DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: (01-144093-04200)

That <u>ZP NO 319 LLC</u>, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent right-of-way across the following described real property in Craighead County, State of Arkansas, to-wit:

A PART OF NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°58'10" EAST, 1144.10 FEET; THENCE SOUTH 27°45'56" EAST, 156.40 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 53°12'10" EAST, 29.07 FEET; THENCE NORTH 57°00'24" EAST, 70.03 FEET; THENCE NORTH 41°10'47" EAST, 16.66 FEET; THENCE SOUTH 31°22'15" EAST, 27.07 FEET; THENCE SOUTH 58°28'05" WEST, 115.95 FEET; THENCE NORTH 27°45'56" WEST, 17.70 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2,436 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This right-of-way is for constructing and maintaining roadway improvements and shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN	WITNESS WH	EREOF, the gra	antors have	executed	this inst	rument on t	he 28th	day
	October							•
							19	

Owner Info
BY: ZP NO. 319, LLC
211 111 1101 371, 1220
///
Signature://
orginator or
Name: <u>Jeffrey</u> L. Zimmer
Title Manager
Title: Manager

## **ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA.
COUNTY OF NEW HANOVER .
On this day before me, the undersigned officer, personally appeared <u>Jeffrey L. Zimmer</u> 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 purpose therein stated and set forth.
WITHESS my hand and seal this <u>28th</u> day of <u>October</u> , 20 <u>25</u> .
Notary Public (Signature) Donna Dickens
My Commission Expires: 06/24/2028  NOTAR  PUBLIC  NOTAR  OURS  COUNTAIN
William Comment



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:162

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Finance & Administration Council Committee File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 911 AND REAL TIME CRIME CENTER PROJECT

WHEREAS, on 10/21/2025 the Public Safety Center Task Force endorsed constructing an E-911 / Real-Time Crime Center on the 400 block of West Washington Avenue; and

WHEREAS, the City of Jonesboro issued a Request for Qualifications for a Construction Manager of the project per the required professional services process detailed in the City of Jonesboro Code of Ordinances; and

WHEREAS, the Selection Committee has determined that Bailey Contractors, Inc. is the most qualified firm for the project;

WHEREAS, Bailey Contractors, Inc. has agreed to provide construction management services for the 911 and Real Time Crime Center project; and,

WHEREAS, the funding for the execution of the agreement shall come from the Capital Improvement Revenue Bonds budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall enter into an agreement with Bailey Contractors, Inc. to provide construction management services for the 911 and Real Time Crime Center project.

Section 2. The funding for the execution of the agreement shall come from the Capital Improvement Revenue Bonds budget and compensation shall be paid in accordance with the agreement.

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 agreement.



# Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 31 day of October in the year 2025 (In words, indicate day, month, and year.)

**BETWEEN** the Owner:

(Name, legal status, address, and other information)

City of Jonesboro 300 South Church Street Jonesboro, AR 72401

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

Bailey Contractors, Inc. 2307 Congress Cove Jonesboro, AR 72401 870.933.9612

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

911 and Real Time Crime Center City of Jonesboro Jonesboro, AR 72401

The Architect:

(Name, legal status, address, and other information)

Brackett-Krennerich and Associates, P.A. 100 E. Huntington Ave, Suite D Jonesboro, AR 72401 870.932.0571

The Owner and Construction Manager 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

**User Notes:** 

#### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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# EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

# Refer to Exhibit "A" - Plan diagram, meeting minutes, and scope of work.

#### § 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will consist of a single-story structure approximately 8,500 SF which will include E911 dispatch and Real Time Crime Center departments. The structure will be a poured-in-place concrete "hardend shell" with conventional metal stud framed walls and conventional mechanical and electrical systems. Audio / Video technology will be utilized in many areas of the facility to facilitate communications and radio. Interiors will include a large Information Technology space with access flooring for flexibility. Site location and utility requirements has not yet been determined.

Init.

**User Notes:** 

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)

## \$5,000,000.00 Building Structure + Site Development costs

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
  - Design phase milestone dates, if any: .1

Design Complete Winter 2025/2026

.2 Construction commencement date:

Spring 2026

Substantial Completion date or dates:

To Be Determined

Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: (Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234TM\_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

Craig Light Engineering Director – City of Jonesboro 300 S. Church Street Jonesboro, AR 72401

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows: (List name, address and other contact information.)

Init. 1

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N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

Geotechnical Engineer:

**TBD** 

Civil Engineer: .2

N/A

Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

**Topographic Site Survey Services Geotechnical Engineering Services** 

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Kyle Cook, AIA Brackett-Krennerich and Associates, P.A. 100 E. Huntington Ave, Suite D Jonesboro, AR 72401 kylec@bkarchts.com 870.932.0571

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Kevin Bailey, President Bailey Contractors, Inc. 2307 Congress Cove Jonesboro, AR 72401 kevin@baileygc.com 870.933.9612

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)

Bids are solicited by trade packages as defined in the project manual

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

#### ARTICLE 2 **GENERAL PROVISIONS**

### § 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

#### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 2.3 General Conditions

- § 2.3.1 For the Preconstruction Phase, AIA Document A201™\_2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.
- § 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

#### CONSTRUCTION MANAGER'S RESPONSIBILITIES ARTICLE 3

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

# § 3.1 Preconstruction Phase

# § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

# § 3.1.3 Consultation

- § 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- § 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.
- § 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### § 3.1.6 Cost Estimates

- § 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
- § 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.
- § 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

- § 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.
- § 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.
- § 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.
- § 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM\_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

- § 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.
- § 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.
- § 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

# § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

#### N/A

#### § 3.2 Guaranteed Maximum Price Proposal

- § 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.
- § 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

- § 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
  - .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract:
  - A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
  - .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
  - .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
  - .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- § 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.
- § 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- § 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- § 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.
- § 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.
- § 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

# § 3.3 Construction Phase

§ 3,3,1 General

**User Notes:** 

- § 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### § 3.3.2 Administration

- § 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.
- § 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

# § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

# § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

# § 4.1 Information and Services Required of the Owner

- § 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- § 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.
- § 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- § 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.
- § 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234<sup>TM</sup>—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133<sup>TM</sup>—2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

# ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

#### \$0.00

**User Notes:** 

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

#### **Individual or Position**

#### Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

#### § 5.2 Payments

- § 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
- § 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

#### 6% per annum

#### COMPENSATION FOR CONSTRUCTION PHASE SERVICES ARTICLE 6

#### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

#### § 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

# (5%) five percent of the cost of work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

#### **Change Order**

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

#### See Section 00 7300 - Supplementary Conditions

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent ( 100 %) of the standard rental rate paid at the place of the Project.

#### § 6.1.6 Liquidated damages, if any:

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

#### **TBD**

#### § 6.1.7 Other:

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

#### N/A

# § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

#### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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- § 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.
- § 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.
- § 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### COST OF THE WORK FOR CONSTRUCTION PHASE ARTICLE 7

#### § 7.1 Costs to Be Reimbursed

- § 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.
- § 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.
- § 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

# § 7.2 Labor Costs

- § 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- § 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.
- § 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

# Included in the General Conditions of the construction manager's Continuation Sheet on the Application for Payment.

- § 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

#### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

# § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- § 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.
- § 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

- § 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.
- § 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.
- § 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.
- § 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**User Notes:** 

- § 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.
- § 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.
- § 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.
- § 7.6.7 Costs of document reproductions and delivery charges.
- § 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.
- § 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

- § 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.
- § 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

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§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

# § 7.9 Costs Not To Be Reimbursed

- § 7.9.1 The Cost of the Work shall not include the items listed below:
  - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
  - Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
  - .3 Expenses of the Construction Manager's principal office and offices other than the site office;
  - .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
  - The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
  - Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
  - .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
  - .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
  - .9 Costs for services incurred during the Preconstruction Phase.

#### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the

Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th 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 fifteen (15) days after the Architect receives the Application for Payment.

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

- § 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.
- § 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.
- § 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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- § 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.
- § 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 11.1.7.1 The amount of each progress payment shall first include:
  - .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
  - .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
  - The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- § 11.1.7.2 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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;
  - The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - **.6** Retainage withheld pursuant to Section 11.1.8.

### § 11.1.8 Retainage

§ 11.1.8.1 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.)

#### (5%) Five Percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Stored materials when appropriate insurance certificates are provided, building permits, insurances, and bonds.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Final retainage is to be paid when closeout documents are approved, including but not limited to lien waivers, submittals, and executed warranties.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage will be withheld in the amount equal to to work left to be completed at substantial completion; as determined by the Architect.

- § 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.
- § 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
- § 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

#### § 11.2 Final Payment

- § 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
  - .1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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;
  - .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
  - .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- § 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.
- § 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.
- § 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

**User Notes:** 

Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

#### N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

# § 11.3 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.)

6 % per annum

#### ARTICLE 12 DISPUTE RESOLUTION

#### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the 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

#### § 12.2 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 Article 15 of AIA Document A201–2017

[ X ]	Litigation in a court of competent jurisdiction
[ ]	Other: (Specify)

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION

- § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
- § 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.
- § 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.
- § 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.
- § 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.
- § 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:
  - .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
  - Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
  - .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
- § 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.
- § 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

# § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

# § 13.2.2 Termination by the Owner for Cause

- § 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
  - Take the Cost of the Work incurred by the Construction Manager to the date of termination;
  - Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the .2 rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
  - Subtract the aggregate of previous payments made by the Owner; and .3
  - Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA .4 Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### § 13.2.3 Termination by the Owner for Convenience

termination for the Owner's convenience.)

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows: (Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a

Construction Manager shall be paid for all construction work completed on the project, materials and supplies that have been secured for project, and costs associated with the demobilization of the site. Construction Manager shall provide itemized billing for all costs claimed due.

#### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

#### MISCELLANEOUS PROVISIONS ARTICLE 14

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. 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.

# § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

#### § 14.3 Insurance and Bonds

# § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

- § 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars & Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars & Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars & Zero Cents (\$ 1,000,000.00 ) policy limit.
- § 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars & Zero Cents (\$ 1,000,000.00 ) per claim and Two Million Dollars & Zero Cents (\$ 2,000,000.00) in the aggregate.

#### § 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage N/A

Limits

- § 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

# § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM\_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™\_2019 Exhibit B, and elsewhere in the Contract Documents.
- § 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, 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

§ 14.5 Other provisions:

N/A

#### SCOPE OF THE AGREEMENT **ARTICLE 15**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- AIA Document A133<sup>TM</sup>–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum
- AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed .2
- .3 AIA Document A133<sup>TM</sup>\_2019, Exhibit B, Insurance and Bonds
- AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction .4
- Building Information Modeling Exhibit, if completed:

N/A

.6 Other Exhibits:

(Check all boxes that apply.)

AIA Document E234TM\_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: (Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA – A201 – 2017	General Conditions of the Contract for Construction		40
Spec Section 00 7300	Supplementary Conditions		6

.7 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 Construction Manager'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.)

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Documents issued for the solicitation of the bids on the Trade Packages, including but not limited to Construction Drawings, Specifications, and Addenda.

This Agreement is entered into as of the day an	d year first written above.
OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
Mayor Harold Copenhavor	Kevin Bailey, President
(Printed name and title)	(Printed name and title)



#### 2307 Congress Cove Jonesboro, AR 72401

## **COMPENSATION PROPOSAL LETTER**

October 27, 2025

Mayor Harold Copenhaver City of Jonesboro 300 S. Church Street Jonesboro, Ar. 72401

**RE: Request for Proposal for Construction Management Services** 

Mayor Copenhaver,

Please accept this Compensation Proposal Letter as a Bid for your Request for Proposal for Construction Management Services.

Based on the knowledge gained from a quick glance of the Schematic Design Plans, Bailey Contractors proposes a Construction Management fee of <u>5.0%</u> of the GMP project cost.

Bailey Contractors has completed projects of this size and based on that experience we estimate General Conditions will average \$19,000-\$21,000 per month.

### Items included in the Monthly General Conditions:

- Full-time On-site Project Superintendent
- Project Manager
- Temporary Toilets
- Superintendents Truck Expenses
- Superintendents Mobile Phone
- Mobilization
- Blueprint Production cost
- Safety Compliance/Materials
- First Aid Supplies
- Temporary Fencing/Barricades
- Project Sign
- Jobsite Cleaning Progressive
- Project Unit Rough/Final Clean

- Trash Removal Dumpster
- Dump Permit and Fees

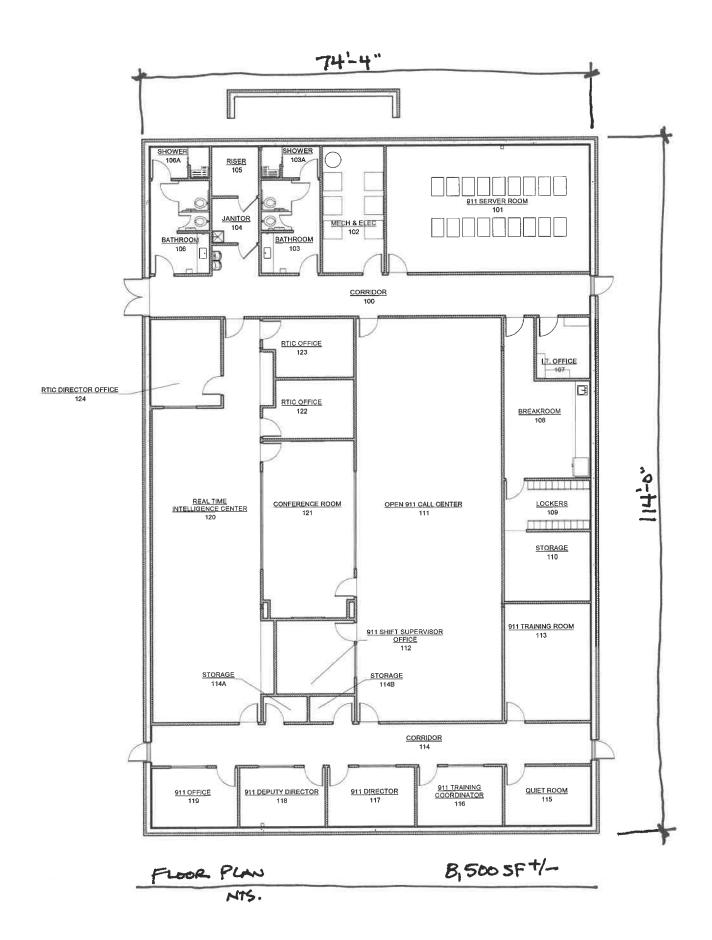
Other direct job costs will be determined upon delivery of the GMP. They will include insurances (general liability, builders' risk, bonds, & owners OCP coverage), special inspections, permits, site layout, and any owner's contingences.

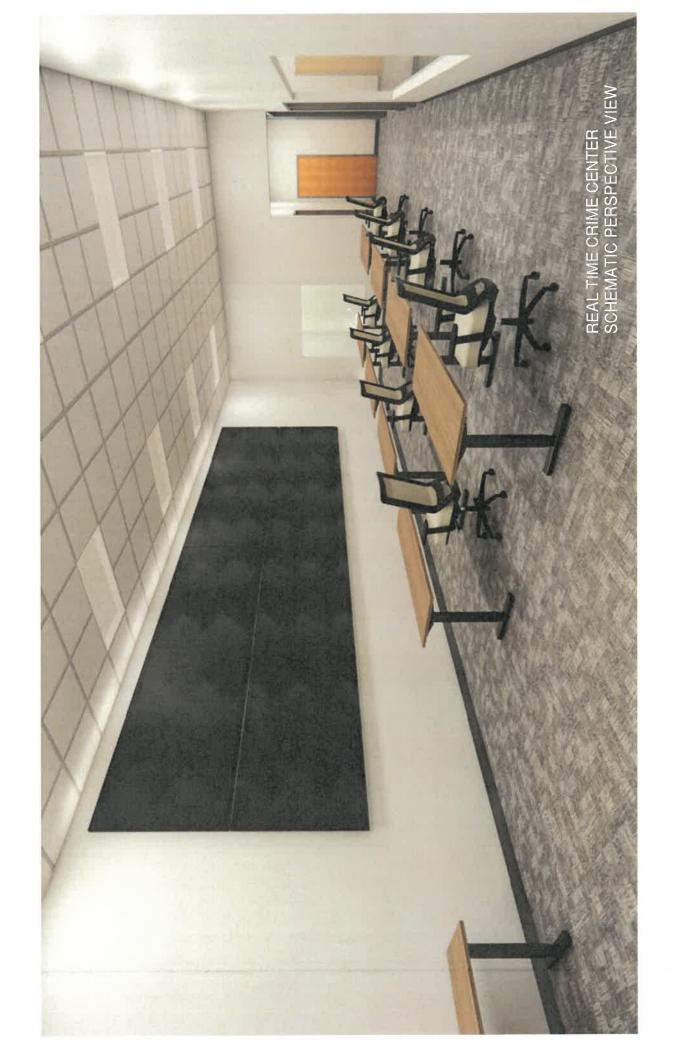
Bailey Contractors takes extraordinary pride in our ability and thoroughness to complete these services in a professional and timely manner.

We appreciate the opportunity to be member of the management team on this wonderful project.

Sincerely,

Kevin Bailey, President Bailey Contractors, Inc.









# **LAYOUT & SITE MEETING MINUTES**

Date: September 5, 2025

Project: Proposed 911 & Real Time Crime Center:

Jonesboro Police Department/City of Jonesboro

Jonesboro, Arkansas

#2509

# **MEETING MINUTES – LAYOUT & SITE**

Refer to attached sign in sheet

The intent of this meeting is to review the most current architectural plan and site options

#### GENERAL

- a. Cameras will likely be installed by Critical Edge. Power and data will be provided at the desired camera locations for Critical Edge to connect to.
- b. Access to doors in the building will be handled by "OpenPath" (owned by Motorola). Hardwire to door.
- c. The building will utilize 6 pairs of single-mode fiber to provide internet
- d. No projector needed in RTIC
- e. Shades are likely needed for the conference room windows to control privacy when needed.

## ACCESS FLOOR

- a. There will be 3 4" conduits running beneath the access floors to run cables to each station in the 911 area. Likewise, there will be 3 4" conduits running beneath the floor directly to the RTIC area.
- b. Refer to floor plans for marked up conduit locations.
- c. Floor jacks will be required in the RTIC area with covers. Some stations will be reused and some will be new.
- d. Plywood subfloor/ and light gauge framing likely a more economical solution than floor panels in areas of future expansion.

### SERVER ROOM

- a. Inline cooling system is desired for the server room
  - i. Figure out if this is provided by contractor or owner as well as the UPS system
  - ii. Liebert is preferred brand for this mechanical system.
- b. Contractor furnished technology and specifications
  - i. Contractor to pull all data cabling. Contractor to terminate in the room and at the rack.
  - ii. Jack type CommScope 550Hz CAT 6, 48 port, jack style. A spare patch panel should also be provided, unless there are 10 open ports.
  - iii. Jason Ratliff will provide us the necessary specs for the equipment he would like.
  - iv. Jason will send info on patch panels

- c. 3 4-post server racks would be desired, with the rest of the spots being used by 2-post racks. (current IT at 911 includes (1) 4 post and (7) 2 post racks.
  - i. The 4-post racks need to be accessible from all sides, but the 2-post server racks can be placed next to each other.
  - ii. 4 post rack 19" (42U).
- d. Owner furnished technology and specifications
  - i. Owner to provide switches.
  - ii. Owner to provide security cameras. (provide through Critical Edge?)
  - iii. Owner will handle the panel connections.

### **■ CABLING/CABLE PATHING**

- a. We will provide a data cabling map and labels
- b. Each jack to have (2) RED and (1) BLUE CAT 6 in each box.
- c. There should be 2 WiFi access points, one located in the north corridor and one in the south corridor. These will be YELLOW cables be this is an outside network. Provide 5'-0" of slack at this location
- d. Security cameras will utilize GRAY CAT6 cables. Provide 5'-0" of slack at this location.
- e. Displays on wall should have outlets at similar heights to the monitors so that they can be concealed by them. They require coaxial cables and RED CAT6 cables.
  - i. Conference room displays need ethernet in addition
    - 1. One will be for RTIC and one will be for 911
    - 2. There also needs to be a phone in this room with a BLUE CAT6 cable.
    - 3. Needs the ability to hook up laptops, plug in USB, etc.

#### **LAYOUT CHANGES**

- a. It was requested that a door near the south end of the RTIC room be removed so they can set up drone pilot stations there without worrying about cross-traffic.
  - i. After some discussion, we also earmarked the possibility of moving the door to one side of the room and making it code-locked so only RTIC staff could use it. This would keep this room from being so long and narrow.
- b. The I.T. office is not in an ideal location. It was suggested to put the I.T. room on the end of that line of rooms, where the break room is now, and everything else shifts south.
  - i. There will be a full-time I.T. Director occupying this room
  - ii. Needs to include a work table/bench for hardware maintenance.
- c. Displays are desired on each end of the conference room, along with keyboard and mouse and requisite millwork.
  - i. The conference room also needs to be able to control sound from traveling between 911 and RTIC so that sensitive information isn't overheard by the wrong people.
  - ii. Displays will be owner furnished.
- d. RTIC needs 2-3 radios to communicate with on-duty officers, and the supervisor's office needs its own as well.
  - i. Travis Williams in the contact for these radio systems
  - ii. Need for signal boosters?
- e. Add space for 2 copiers in 911 dispatch area.
- f. Need to coordinate furniture systems with hook ups in RTIC.
  - i. Some furniture will be new, some reused. Needs to be coordinated.

### ACTION ITEMS

- a. There will be a future meeting where I.T. will meet with architect/engineers to discuss specific locations of necessary items.
- b. City I.T. will send spec info on specific systems they would like to be used.
- c. City I.T. will provide a server room layout diagram for locations and configurations of IT racks.
- d. Jason R. will provide information on patch panels.
- e. Ronnie to provide detailed equipment specs and furniture needs.
- f. City will review and note required camera locations
- g. In future meetings, discuss conduit needs and conductivity to existing facilities.



# **Kick-Off MEETING MINUTES**

Date:

September 27, 2023

Project:

Spatial Study (911 and Real Time Crime Center):

#2322

City of Jonesboro Jonesboro, Arkansas

# **MEETING MINUTES – E911 Emergency**

Ronnie Sturch - 911 Emergency Director

Mellenee Bennett - 911 Training

Craig Light - (Chief Engineer) City of Jonesboro

Kyle Cook - Brackett-Krennerich

# GENERAL DISCUSSION ITEMS

#### 911 and Emergency

- 1. Administrative Offices:
  - o (1) Directors Office
  - (1) Deputy Directors Office
  - (5) Supervisor Staff Offices
- 2. Training Room:
  - Used once a month for large gatherings and daily for small training sessions.
  - Regional training would take place in this space.
  - City training for 5 days.
- 3. Breakroom/Restrooms:
  - Locate Between 911 and Real Time Crime
- 4. Dispatch:
- Need separation between dispatch and real time crime center with administrative space and shared space between.
- Facilities need to be constructed as a safe shelter.
- Work occurs in three shifts.
- Currently have 7 positions (3 shifts) approved for (22) currently; Need 14 minimum in 20 years. Running (4) per shift right now; Ideally would have 6 to 7.
- Only the dispatch areas needs to be hardened.
- Need a gated type parking for dispatch b/w folks come and go at all hours.
- Secured doors for ACIC.
- Raised access floor in this area and IT room.
- o Liebert (in line cooling) system need for IT room.
- Generator required. Current It space is approx.. 12' x 22'.

Kick-Off Meeting Minutes September 27, 2023 Page 1 of 2

#### 5. Quiet Room:

- Space to relax for 20 minute breaks. 10'x12' room.
- Recliner/relax. Elliptical or exercise.

# Real Time Crime Center (Notes from Craig and Lynn Waterworth)

- 6. Administrative:
  - o Small Conference Room (12 persons)
  - o (2) Offices looking into RTC.
- 7. Breakroom/Restrooms:
  - o Share with 911 Emergency
- 8. Real Time Crime Center:
  - o (6) Analysist similar in size to 911 workstation areas.
  - o Independent server room needed.
  - Small video conf. room for detectives to review video.
- 9. Additional Items:
  - Good facility examples Springfield, Paragould, Critt. County, and Memphis.
  - o Review IT and technology needs with Jason Ratliff.
  - 2 Sets of Men's and Women's Restrooms needed w/ shower.
  - APCO National Organization for Dispatchers. They determine # of staff needed for call volume. JB has third largest call volume in the state.
  - Review formulas for growth.
  - SF and cost estimate needed for possible bond.
  - o Mr. Sturch provided a layout of the existing workstations for 911 for reference.



# LAYOUT & SITE MEETING MINUTES

Date:

August 28, 2025

Project:

**Proposed 911 & Real Time Crime Center:** 

Jonesboro Police Department/City of Jonesboro

Jonesboro, Arkansas

#2509

# **MEETING MINUTES – LAYOUT & SITE**

Refer to attached sign in sheet

The intent of this meeting is to review the most current architectural plan and site options

#### FLOOR PLAN LAYOUT

- 1. BKA suggested hardening the entire building bc most of the space is dedicated to 911 and this has to be hardened anyway. This would be most economical.
- 2. Refer to attached floor plan for additional notes.

### 3. 911 Space

- Ceiling in area of workstations would be at least 12'-8" up to 14'-0" based on budget. BKA will
  work to get this ceiling height as high as possible to allow monitors to be most visible high on
  the wall.
- All stations in this area and future stations will be at the same floor level. There will not be any stations elevated higher.
- Rooms located to the side of this room need to be "expendable" or relocated in the future to allow for expansion of this area.
- The area of the workstations will be above an accessible floor that has a 1'-0" +/- cavity.
- These stations will be walled off and secured from other areas of the facility. Doors to this area
  will have access control. However, there will not be any walls between the workstation areas.
  Sound does need to be addressed from station to station for dispatchers but this most likely
  could occur with acoustical panels localized at each station.
- The doors at the "adjoining" conference room need to be offset to eliminate/reduce easy access between RTTC and 911 area.
  - 75" monitors will be used on video wall.
- 30-35 metal lockers are needed for staff. These need to be a little larger than 12"x36" and can be double stacked.
- Stations were purchased through "Zybix"
- The project generator should be sized for the entire building. There would be very little that could be taken off, so better to simply size everything.
- Server room should not be reduced in size.

# 4. Real Time Crime (RTCC)

- This area is preferred to be enclosed from surrounding hallways.
- Would like to see linear stations lined up viewing the video wall similar to a classroom.
- This space will be split into 2 areas (70% for stations / 30% for workstations (cubical) for detectives and those officers coming in; as well as Donna.
- This space gets a lot of officer foot traffic looking to pull videos. This is a more collaborative space with folks talking to one another during process.
- 2 Work Stations + 6 -8 Video Stations needed. David does not see this space expanding larger in the future due to technology. If anything, this space will become smaller/ "leaner" over time.

# SITE CONSIDERATIONS / LOCATIONS

1. The group discussed site related items such as grading, drainage, utilities, zoning, tower build, and pricing.

# 2. Caraway Road

- This is currently zoned C3 (there is not benefit to changing this zoning to C1 or C3)
- Proposed Parker property is zoned C3. Will have to seek a variance from BZA for lot coverage for the proposed.
- City pricing items Property acquisition, entry drive improvements
- BKA pricing items Building, Site Improvements, Drainage

# 3. Downtown Washington

- This is currently zoned C1 (allowing 100% coverage and no parking requirements) under current police
- Currently C2 zoning under justice building (allowing 50% lot coverage/setbacks). Will need to rezone through MAPC/City Council.
- Downtown Development Code Craig, should not be a problem.
- City pricing items Demo of existing buildings, demo of sitework to take down to dirt. (Shannon Kee). Price and/or confirm drainage pipe required to run north/south across the site. Current pipe brick?
- BKA pricing items Building, Site Improvements, Drainage

### ACTION ITEMS

- a. Ronnie/David Mc. Will send info on furniture, equipment and assist in layout discussions.
- b. City to provide any owner furnished items
- c. BKA will provide updated site plans for both sites tomorrow to Easley/Craig.
- d. Goal of team is to have site analysis including costs complete by September 12 for



# **City of Jonesboro**

300 S. Church Street Jonesboro, AR 72401

## **Text File**

File Number: RES-25:163

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Finance & Administration Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION (NAIDC) FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES

WHEREAS, NAIDC was established under ORD-86:1557 to oversee the expenditure of public funds directed to industrial development and to promote economic development; and

WHEREAS, the City of Jonesboro appoints four members to the NAIDC of the total of seven; and

WHEREAS, the annually adopted budget for the City of Jonesboro currently includes funding for Industrial Development in the General-Outside Agencies Fund and for NEA Development in the Capital Improvements-Other/Annual Obligations Fund, for a combined total amount of \$338,500; and

WHEREAS, no increase is proposed for year 2 of this agreement with the same allocation slated for inclusion in the 2026 budget; and

WHEREAS, the terms and conditions of services provided by the NAIDC are defined in the attached agreement.

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

The Mayor and City Clerk are hereby authorized to execute said agreement.

#### Agreement

THIS AGREEMENT is entered into between the City of Jonesboro, Arkansas ("City") and the Northeast Arkansas Industrial Development Commission ("NEAIDC"), and shall be in effect from January 1, 2025 to December 31, 2026. This agreement may be renewed by mutual agreement and subject to approval by the Jonesboro City Council.

WHEREAS, the NEAIDC was established under City Ordinance 86:1557 and City Code Section 2-447 to 2-458 to oversee the expenditure of public funds directed to industrial development and to promote economic development; and,

WHEREAS, A.C.A Section 14-176-103 authorizes cities to contract and provide funding for economic development services; and,

WHEREAS, the City appoints four members to the NEAIDC of the total of seven; and,

WHEREAS, economic development provides a valuable public purpose to the City of Jonesboro including the creation and retention of jobs, expansion of the tax base, and improvements to real property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

- 1. The NEAIDC and its partners will promote economic development through the following activities:
  - a. Attraction of new business and industry;
  - b. Retention and expansion of existing businesses;
  - Workforce development initiatives, including coordination with the educational institutions within the community to promote education and training needed for local employers;
  - d. Production of marketing materials and promotional campaigns;
  - e. Building relationships with site selection consultants, business executives, and targeted business association organizations;
  - f. Building relationships with the Arkansas Economic Development Commission and other state and federal agencies involved in economic development and related activities;
  - g. Facilitate infrastructure and industrial land planning and development;
  - h. Management of industrial properties owned by partner entities;
  - i. Promotion of Jonesboro's targeted industries; and,
  - j. Other services and programs associated with economic development activities.
- 2. The NAIDC will provide a written report each quarter (prior to the last day of April, July, October, and January) to the City indicating progress of its activities as outlined above and report on the economy of Jonesboro. The NAIDC will also provide an oral report to the City Council upon request.

- 3. The first quarter written report will include an annual review of the previous year.
- 4. The City agrees to provide yearly funding of \$338,500 to NAIDC in one installment after receipt of the annual review **and** presentation of an annual update to the Jonesboro City Council. The annual budget for the City of Jonesboro shall outline the allocation of funding for economic services as indicated in Section 1 and for capital improvements related to industrial property acquisition.

IN WITNESS WHEREOF, the parties have hereunto set their hands on, 2025
CITY OF JONESBORO, ARKANSAS
BY:
Harold Copenhaver, Mayor
ATTEST: April Leggett, City Clerk
NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION
BY:
Al M. Heringer III, Chairman

# NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

First Quarter 2025

We appreciate the continued support from the City of Jonesboro and Craighead County. The first quarter of 2025 has brought meaningful progress across all areas of economic development, thanks to strong collaboration and shared goals. This report highlights just a few of the positive developments we've seen so far, with many more to come this year. This is a great time for our region, and we're excited to keep the momentum going together.

Sincerely,

Al M. Heringer III, Chairman

### **INFRASTRUCTURE**

### Welcoming Arkansas' Newest Highway Commissioner

Governor Sarah Huckabee Sanders appointed Jerry L. Halsey, Jr., to the Arkansas Highway Commission in January. Jerry is the founder, CEO and



President of Halsey Thrasher Harpole Real Estate Group in Jonesboro. He has been a long-standing leader in Jonesboro, Craighead County, and the state, and we are excited that he has started a 10-year term on the Commission. As quoted in the Arkansas Highways Magazine (Issue 2-2025), Jerry stated, "You know, I am a firm believer that good roads bring good industry." We couldn't agree more!

## Infrastructure Development in the Craighead Technology Park

Jonesboro Unlimited was awarded a \$2 million grant from the Arkansas Site Development program to be used for infrastructure development in the Craighead Technology Park. In partnership with the County and City Water & Light, the water line infrastructure will be extended to serve Craighead Technology Park South. A groundbreaking was held May 28, 2025.

### **WORKFORCE DEVELOPMENT & TALENT ATTRACTION**



### **Industry & Education Align for Regional Growth**

In January, Arkansas State University's Neil Griffin College of Business and the Delta Center for Economic Development co-hosted the inaugural Catalyst: NEA Economic Development and Leadership Forum. The event brought together over 600 leaders from across the state to discuss workforce development and regional growth, with panels featuring experts in steel, healthcare, education, mental health, and leadership. Catalyst emphasized the importance and power of collaboration between business and education.

### Elevating Jonesboro's Talent Strategy



Jonesboro Unlimited's talent attraction campaign continues to put a spotlight on Jonesboro, both in-state and throughout the country. During the first quarter, the first phase of a Linkedln Campaign was initiated to promote Jonesboro to Arkansas State University alumni in selected counties.

In addition, Always Jonesboro's Talent Ambassadors are connecting with newcomers and promoting Jonesboro's cool factor! Throughout the year, Ambassadors are planning meet and greet events to welcome our newcomers and share their interests to get them plugged into our great city. More to come! Check out the Ambassadors on the AlwaysJonesboro.com website and @alwaysjonesboro on Instagram and Facebook.





### Developing Financial Sector Leaders

Hosted by the A-State Delta Center for Economic Leadership, the Leadership in Banking Series is a professional development program
designed for regional banking
professionals. Six in-depth
sessions cover contemporary
banking issues and essential
leadership skills. Throughout



ARKANSAS STATE UNIVERSITY

Delta Center for

Economic Development

the series, participants expand their professional network, develop leadership and management skills, and enhance their understanding of the banking industry. Developing this program is part of Jonesboro Unlimited's goal to strengthen our financial sector by fostering leadership and innovation. To the left are the banking leaders from the 2024-2025 class, which held their final session in February. Fifteen area banks participated this year!

#### **Investing in Tech Talent**

The Workforce Development Committee of the Jonesboro Regional Chamber of Commerce awarded three \$1,000 scholarships to ASU-Newport students Ashley Hathcock, Ian Holland, and Dawn Phillips in February. The committee's annual scholarship supports students at ASUN Jonesboro as they train in high-demand industries such as welding and advanced manufacturing.





The annual Thrown to the Wolves competition, hosted by the A-State Delta Center for Economic Development, plays a vital role in talent development by engaging high school students in entrepreneurship and real-world business skills. To participate, competing High School teams submit business plans for an idea or product ahead of the event and then pitch their idea live in front of judges during the competition. Through both components of the competition, students gain experience in communication, critical thinking, and teamwork. Thrown to the Wolves strengthens our region's talent pipeline and builds connections between schools, higher education, and the business community. This year six regional high schools participated – The Academies at Jonesboro, Midland, East Poinsett County, Paragould, Cross County, and Walnut Ridge. First Place went to Walnut Ridge, second to Cross County, and third place to Paragould High School.







# Launching Careers through Industry Connections

The 2025 Be Pro Be Proud Draft Day event, held in February at Nettleton High School. Over 2,000 students from 33 regional high schools participated. There were 23 companies present, offering students an opportunity to explore careers, have real-life interviews with hiring companies, and to connect with potential employers after graduation. Hytrol Conveyor Company was a premier sponsor for the event, with support from Frito-Lay. This was the fourth annual Draft Day held in Jonesboro.









### **BUSINESS ATTRACTION & DEVELOPMENT**

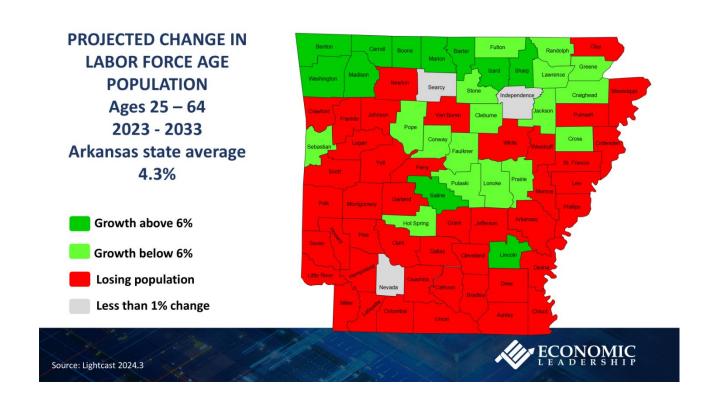
The international team for the Arkansas Economic Development Commission recently visited Jonesboro to get a closer look at our city, county and the region. Joined by regional leaders, the delegation included the Director of the Asia office, Neal Jansen; Director of the Europe office, Cam Napier, International Business Development Manager; and Dunnis Hwang, Director of the Korea office. While here, the group got a good overview of our region.

### A-State College of Veterinary Medicine Breaks Ground

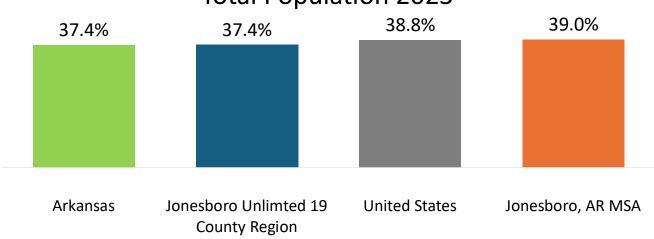


In March, Arkansas State University officially broke ground on the state's first public College of Veterinary Medicine. Dr. Heidi Banse has been named Dean, and pending accreditation, the school will open in the fall of 2026. The \$33.2 million project will bring a new 56,000 square foot facility to A-State's campus. It will feature cutting-edge labs, surgical training spaces, and 24/7 clinical skills spaces. We're excited to see this new chapter unfold for the University and our region!

### BY THE NUMBERS



# Prime Working Age (25-54) as Percentage of Total Population 2023



Source: EL Calculations based on Lightcast 2024.3



# NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

Second Quarter 2025

Thank you to the City of Jonesboro and Craighead County for your ongoing support. The second quarter of 2025 has provided new opportunities, business expansions, and community investments to keep our region moving forward. This report shares some of the highlights driving growth in our region.

Sincerely,

Al M. Heringer III, Chairman

### **INFRASTRUCTURE & QUALITY OF LIFE**



### Craighead Technology Park South

Water capacity, sewer lines, substations, and gas lines may not cross our minds every day, but they are crucial to creating "shovel-ready" sites in our industrial parks. On May 28, 2025, the Jonesboro Economic Development Corporation broke ground on a major water line extension to Craighead Technology Park South. This project is supported in part by a \$2 million grant from the Arkansas Site Development Program

#### The Jonesboro Mobile Sign is Ready for your Event!

The Jonesboro Mobile Sign is designed to promote Jonesboro throughout the city. It was designed by the City of Jonesboro's Connectivity Committee and sponsored by Jonesboro Unlimited. The sign was recently used at The Skirmish, Jonesboro's first competitive gravel-cycling event. It's great for photo opportunities and to promote Jonesboro!



### **WORKFORCE DEVELOPMENT & TALENT ATTRACTION**

### Putting Jonesboro on the Map

Workforce development and talent attraction go hand-in-hand. In the second quarter, our economic development partners executed several programs that highlighted Jonesboro, revealed the opportunity for successful careers, and showed newcomers they are always welcome here.

### Natives & Newbies Slow Roll

Held at Native Brew Works, Always Jonesboro recently welcomed newcomers to our city, providing a casual setting for recent arrivals to connect and network with locals and Jonesboro Unlimited's Talent Ambassadors. Many participated in a Slow Roll through the city, helping give a sense of community and belonging to our new friends!









Intern Edition 2025



Each summer, Jonesboro companies welcome interns from across the country to work for the summer. As part of Jonesboro Unlimited's Workforce Development and Talent Attraction strategy, a "Get to Know Jonesboro" day is planned for interns each summer. This summer, a great group of interns came together for a day to connect with peers and to experience what makes Jonesboro unique. The day offered food, fun, and volunteerism to illustrate why Jonesboro is a great place to launch a career and why they might choose to return after graduation!







SPONSORS:













This year's TekStarz Summer Manufacturing Camp introduced 20,  $7^{th}$  and  $8^{th}$  grade students from Nettleton, Brookland, Westside, Marion, and local homeschool programs to the world of manufacturing and technology. This camp is designed to open students' eyes to the career opportunities that are available to them, and they spend the week actively engaged with hands-on activities and on-site tours at host facilities. The camp ended with a Parents' Reception held at Hytrol Conveyor Company.









## Arkansas Scholars and Student Recognition

The Jonesboro Regional Chamber of Commerce honors achievement at every level through the Arkansas Scholars and Student Recognition programs. The Arkansas Scholars program honors high school students who excel in academics, attendance, and citizenship. The Student Recognition Program celebrates elementary students who have overcome challenges throughout the school year. They are celebrated at the school year's end with a medal, certificate, and a backpack full of goodies.

### **BUSINESS ATTRACTION & DEVELOPMENT**

Hytrol is celebrating 75 years in Jonesboro this year!







Each July 1st, Hytrol Conveyor Company marks **Loberg Day**—the birthday of founder Tom Loberg. It's a time to honor his legacy, reflect on the company's past, celebrate the present, and look ahead to the future.

During the week of Loberg Day, Hytrol leadership shared tokens of appreciation with community leaders and businesses, hosted tours for employees' families and retirees, and worked alongside team members on the plant floor. The week also featured the presentation of the **Loberg Award**, given annually to an employee who exemplifies Mr. Loberg's values.

We are proud to have Hytrol in Jonesboro and Craighead County. On Loberg Day, and every day, Hytrol continues to set the standard for a first-class operation and is a true cornerstone of our community.



### **A-State Economic Impact Report**

We all know that A-State is an invaluable asset to Jonesboro, Craighead County, and the state of Arkansas. A newly released Economic Impact Report shows just how significant that impact is. In FY23, A-State generated \$2.5 billion in economic impact. Of that, \$479.7 million was generated by operations, students, and visitors while \$2.0 billion was generated by A-State alumni. The University also supported and sustained 16,332 jobs in FY23. The numbers make it clear, A-State is a great driver of growth, jobs, and opportunity!

#### On the Ground in Economic Development

Jonesboro Unlimited hosted a **Plant Managers' Roundtable** this quarter, giving our plant managers the opportunity to network and talk about items of interest in manufacturing.

The Arkansas Economic Development Commission hosted a trip to meet with economic development consultants this quarter. Jonesboro Unlimited's VP of Economic Development participated, talking to and building relationships with consultants in Greenville, South Carolina.

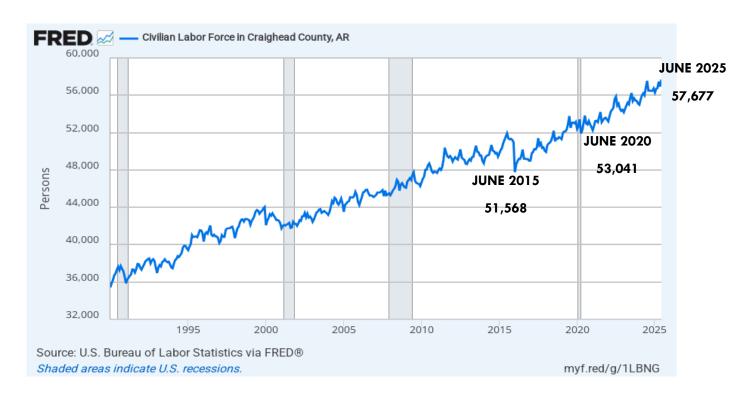
Childcare affordability and reliability are a nationally recognized growing concern for the workforce. Shelle Randall, Jonesboro Unlimited's Director of Workforce Development, recently participated in the U.S. Chamber of

Commerce's Business Leads Fellowship Master Class on Community Child Care in May. One of only 33 selected nationwide to participate, Ms. Randall participated in conversations designed to equip leaders with research, resources, and best practices to launch community-based childcare solutions.

Jonesboro's Existing Industries Association hosted its annual golf outing in May, bringing together 52 manufacturing representatives for a day of networking and friendly competition on the course.

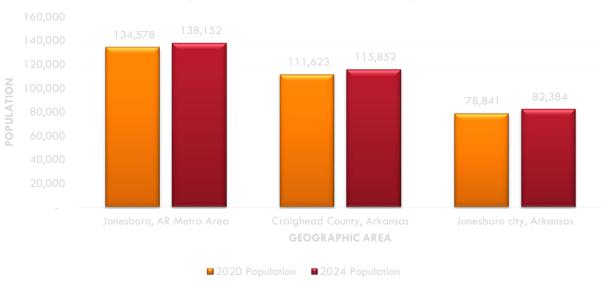
### **BY THE NUMBERS**

### Civilian Labor Force Growth in Craighead County



Craighead County's civilian labor force has grown steadily, increasing from 51,568 in June 2015 to 53,041 in June 2020 by percentage a gain of 12%. This reflects our consistent and steady growth, along with Craighead County's ongoing economic control of the county of





Annual Estimates of the Resident Population April 1, 2020 to July 1, 2024); Source: U.S. Census Bureau, Population Division

Jonesboro and the surrounding region continue to grow steadily. According to the U.S. Census Bureau's 2024 population estimates, **Jonesboro city has grown 4.5% since 2020**, reaching a count of 82,384 residents. Craighead County increased nearly 3.8% over the same period, while the Jonesboro MSA grew 2.7%. Arkansas overall grew 2.4% to 3,088,354 and the United States 2.6% to 340,110,988 during the same time period.

# NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

3<sup>rd</sup> Quarter 2024

Thank you for the continued support and engagement from both the City and County. Economic development in Jonesboro and Craighead County remains diverse and dynamic. The information below highlights activity from this quarter, showcasing the momentum our partners are building upon the strong foundation set by the City and County. It is an exciting time to be in our region!

Sincerely,

Al M. Heringer III, Chairman

### **INFRASTRUCTURE**

#### CRAIGHEAD TECHNOLOGY PARK SOUTH

The Jonesboro Economic Development Corporation (JEDC) and Jonesboro City Water & Light (CWL) continue to develop the infrastructure to Craighead Technology Park South (CTP South). Purchased in 2021, the 612-acre addition to the Craighead Technology Park, ensures room for growth as we continue to recruit companies and create well-paying jobs for our region.

Much planning has gone into developing a strategy for the infrastructure improvements needed on this property – Water, Wastewater, Electric, Natural Gas, Rail, Fiber, Roadways – they are all necessary to transform farmland into a first-class industrial park.

Over this quarter, drainage improvements have been made to enhance surface water flow. Thanks to the efforts of Congressman Rick Crawford, a \$500,000 federal grant has been secured for this purpose. Additionally, a grant application for \$2 million has been submitted to the Arkansas Economic Development Commission's Site Development



Program, with awards to be announced in the fourth quarter. If granted, these funds will support the park's water line installation.



# WINDGATE HALL OF ART AND INNOVATION GROUNDBREAKING Arkansas

State University broke ground this quarter on construction for the Windgate Hall of Art and Innovation. This exciting addition to the A-State Campus will be 38,887 square feet and will house spaces for the Department of Art & Design and the College of Engineering and Computer Science. Windgate Hall is funded through a \$25 million gift from the Windgate Foundation.

### TRAIL WAYFINDING SIGN UNVEILED Craighead Forest Park

is well renowned for its outstanding bike trails, disc golf course, playgrounds, splash pads, walking trails, fishing, archery, and picnic areas. It is a one-of-a-kind city-owned park and is second to none in the nation. The park is ever changing, growing, and improving. Most recently, a wayfinding map of the trail system was unveiled. When visitors from far and wide come to ride the mountain bike trails, they now have a better understanding of the trail system.



### TALENT DEVELOPMENT & ATTRACTION

#### TALENT AMBASSADORS

Always Jonesboro continues to expand its network of Talent Ambassadors to welcome families and professionals moving to Jonesboro. Ambassadors help them discover the city and connect with what they love most. Over the past few months, new Ambassadors have joined Music Culture, Golfing, Dog Lovers, Manufacturing Insiders, Healthcare Visionaries, Creative Connections, and Hospitality. Follow



@alwaysjonesboro on Instagram and Facebook to stay in the loop!





### JUMP START PARTNERSHIP

Jonesboro Unlimited was awarded a \$700,000 grant to support small business development and expansion by the U.S. Department of Commerce's Economic Devleopment Administration (EDA). This grant will support the Jump Start Partnership, a program that will help local

entrepreneurs and small business owners find the assistance they need to get started and grow. This initiative will provide a single resource to connect entrepreneurs with service providers across Northeast Arkansas. It will also increase awareness and expand services by providing more program opportunities, events, and advocacy at local, regional, and state levels. Jonesboro Unlimited is partnering with the Delta Center for Economic Development and the Small Business Development & Technology Center on this program. It is anticipated that this initiative will start in the first half of 2025, as funding becomes available.

#### **HIRED GRANT**



Arkansas State University has applied for a Higher Industry Readiness through Economic Development (HIRED) grant from the State of Arkansas. This grant will fund the construction of a state-of-the-art Center for Excellence that will house an innovative steel research center and serve as a hub for advanced training in the food technology and high speed automation industries. Additionally, it will support training programs in these sectors, building our talent pool and driving innovation in the region.



# GET TO KNOW JONESBORO - INTERN EDITION

Each summer, many Jonesboro companies welcome interns from across the country. As part of Jonesboro Unlimited's Workforce Development and Talent Attraction strategy, a "Get to Know Jonesboro" day is planned for them. The day out offers the interns a chance to connect with their peers and explore all that Jonesboro has to offer. The day-long experience showcases why Jonesboro is a great place to launch a career and encourages interns to return



to Jonesboro after graduation. It's a fun day, full of activities and networking opportunities!

### **BUSINESS ATTRACTION & DEVELOPMENT**



Ted Abernathy, President & CEO of Economic Leadership, is conducting a labor analysis for Jonesboro. He will provide an outline of our current labor availability, skills, and regional draw. Additionally, he will give recommendations on how to grow our workforce pipeline. His report and

recommendations will help our economic development partners fine-tune our business retention and recruiting efforts.

This quarter, Jonesboro Unlimited hosted a Human Resource Managers Roundtable Discussion, bringing HR professionals together from our existing manufacturing companies. The discussions foster a valuable platform for connecting, sharing insights, and addressing key topics that are relevant to them, such as workforce training, hiring challenges, and talent acquisition. These roundtables strengthen the network of support for our existing industries and are a component of Jonesboro Unlimited's workforce development strategy.

### MARKETING & BRANDING

### ALWAYS JONESBORO

See why Jonesboro IS the perfect place to live, work, and play! Stay up-to-date with all of the great things happening in our city by following @AlwaysJonesboro on Instagram and Facebook. Talent attraction is a core component in expanding our workforce and filling positions in all professions. From "The Pack is Back at Huntington Square" to the A-State Community Fair, Always Jonesboro is showcasing our city with a worldwide reach.

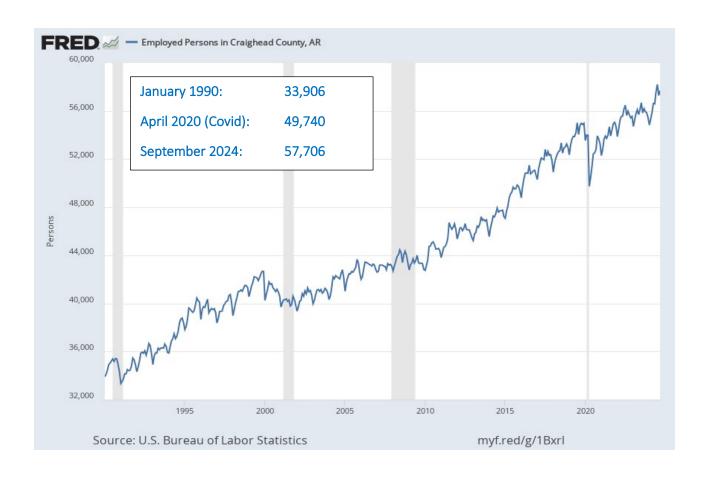
### **BY THE NUMBERS**

Economic activity has been good over the past quarter. There were three inquiries, four prospect visits, five business retention and expansion projects, and five market research requests.

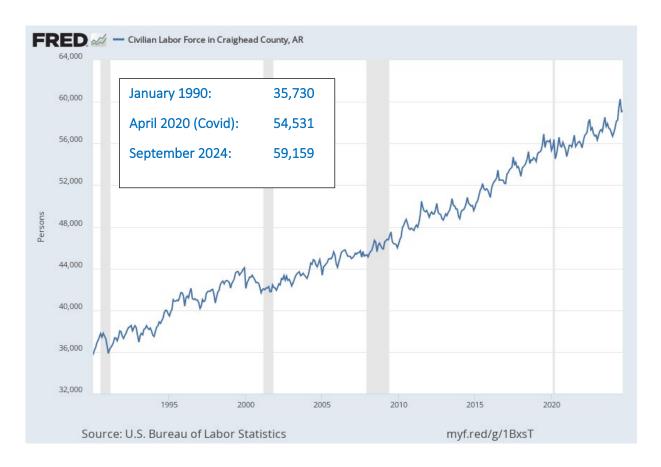
The graphics below highlight the consistent economic and population growth in Craighead County over three decades (1990-2024), even with setbacks like the COVID-19 pandemic. In January 1990, **employment growth** in Craighead County was at 33,906. During the pandemic, the number of employed people dropped from 54,981 in December 2019, to 49,740 in April 2020, a 9.5% drop. As of September of this year, the number employed had increased to 57,706, a 16.6% increase from 2019.

In January 1990, **Civilian labor force growth** was 35,730. By December 2019, our labor force had grown to 56,332, a 57.7% increase. During the pandemic, Craighead County fared much better than the rest of the nation, with only a small dip of 3.2% in our labor force as of April 2020. Since that time, the labor force has exceeded previous numbers and grown to 59,159 as of September 2024.

### EMPLOYED PERSONS IN CRAIGHEAD COUNTY



### CIVILIAN LABOR FORCE IN CRAIGHEAD COUNTY



Source: U.S. Bureau of Labor Statistics; Federal Reserve Economic Data; November 20, 2024

# NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION

Annual Report 2024

We appreciate the support from our partnership with the City and County. Over the past year, Jonesboro and Craighead County have made great progress in every area of economic development. This report highlights some of the achievements of our partners as we continue to build on our strong foundation. It's an exciting time for our region and we look forward to keeping our momentum going in 2025!

Sincerely,

Al M. Heringer III, Chairman

### **INFRASTRUCTURE**

#### **GRANT ALLOCATIONS**

2024 was an exceptional year for funding infrastructure development. The Jonesboro Municipal Airport received a \$5 million grant from the Economic Development Administration to build a new terminal building at the airport. It is expected the new facility will be complete by the last quarter of 2026.

Jonesboro Unlimited received a \$2 million grant from the Arkansas Site Development program. Funds will be used for infrastructure development in Craighead Technology Park South. In addition, a \$500,000 federal grant, secured by Congressman Rick Crawford.

#### **HIGHWAY MILESTONES**



The I-57 Corridor project is a highway improvement that will bring strong economic growth to the Jonesboro region. Several years of work were culminated in 2024 with the federal I-57 designation for U.S. 67 from North Little

Rock to Walnut Ridge. Only 18 miles remain to bridge the connection from Walnut Ridge to the Missouri state line. The next phase of the I-57 Corridor by ARDOT is the construction of a 4.1 mile bypass at Corning, a \$55 million project. When I-57 is complete, the interstate will serve as a direct connection between Little Rock and Chicago.

The Arkansas Highway Commission met in Jonesboro in 2024. Chair of the Commission, Alec Farmer, completed his 10-year term on the Commission. Craighead County Judge Marvin Day declared September 13, 2024, as "Alec

Farmer Day," to honor the Commissioner for over 25 years of commitment to public service and community betterment. During his tenure on the Highway Commission, Alec was instrumental in the designation of U.S. 63 as I-555; the fourlaning of U.S. Highway 67,



providing four lane access to Little Rock; and to Arkansas State Highway 18 expansion and improvements. These improvements were monumental in connecting our region and providing improved access, improving our economic development efforts.

### **TALENT DEVELOPMENT & ATTRACTION**

### **ALWAYS JONESBORO**

Talent attraction is a pivotal component of economic development strategies. It influences everything from innovation and competitiveness to overall quality of place. Many communities are developing strategies to attract new residents and it has become very competitive. Jonesboro and Craighead County are no exception, and in 2024, "Always Jonesboro" was launched by Jonesboro Unlimited. Bethania Baray-Harrison joined the Jonesboro Unlimited team as Director of Talent Attraction, and she hit the ground running, developing a campaign strategy to bring talent and families to Jonesboro. During 2024, several new initiatives were implemented.



AlwaysJonesboro.com website – Looking for a place to direct potential recruits and newcomers to? Check out the Always Jonesboro website for information on living, working, playing, and knowing in our area!

**Social Media Campaign** – Always Jonesboro showcases our city's best features and on social media and has a growing base of followers on Instagram (@AlwaysJonesboro) and Facebook (Always Jonesboro).

**Talent Ambassadors** – In 2024, a team of Ambassadors were selected to tell the world why they choose Jonesboro as their home. They are also available to help newcomers network and make contacts with people who share their interests.

**Recruiting Tool Box for HR Managers** – Bethania met with area HR Managers and shared the recruiting tools available to them through Always Jonesboro – a cost of living calculator, Ambassador the Always Jonesboro website.

**Enlarging the Geographic area of Influence –** Ads highlighting the city and Always Jonesboro were shown on Hulu.

#### **INTERNSHIPS**

Internships provide a great way for students to gain experience and for employers to recruit new talent. The MyJonesboroJobs.com website grew last year, with the addition of an Internship tab. (<a href="https://internships.myjonesborojobs.com/jobs">https://internships.myjonesborojobs.com/jobs</a>) This provides a single location where companies can post available internships and students can go to one site to view internships available to them.

Members of the Jonesboro Unlimited team met with students and College of Business and College of Engineering faculty and staff to introduce them to the internship opportunities available to them through the use of the Internship tab on the **MyJonesboroJobs website.** A marketing campaign to promote the website and the Internship component was on-going in 2024. As a result, the website had 60,060 total visitors in 2024. In addition, Stephanie Isaacs, Director of the Arkansas Office of Skills Development, came to Jonesboro to share information about the state assistance available to employers who use interns.

A **Get to Know Jonesboro – Internship edition**, was held in the summer of 2024. Interns from across the country come to Jonesboro each summer to work at some of our global companies. As part of Jonesboro Unlimited's Workforce Development and Talent Attraction strategy, a "Get to Know Jonesboro" day is planned for them. The day out offers the interns a chance to connect with their peers and explore all that Jonesboro has to offer. The day-long experience showcases why Jonesboro is a great place to launch a career and encourages interns to return to Jonesboro after graduation. It's a fun day, full of activities and networking opportunities!



#### **CREST TRAINING CENTER**

Arkansas State University applied for, and received, a Higher Industry Readiness through Economic Development (HIRED) grant from the State of Arkansas. Multiple grants, totaling \$10.5 million will assist in funding the construction of a state-of-the-art CREST Center for Excellence that will house an innovative steel research center and serve as a hub for advanced training in the food technology and high speed automation industries.



Additionally, it will support training programs in these sectors, building our talent pool and driving innovation in the region.

### TEKSTARZ TEACHER EXTERNSHIP PROGRAM

The **TekStarzs Teacher Externship program** gave 40 teachers from 13 different school districts a hands-on look at manufacturing and the careers available in the industry. Once completing the two-day program, teachers can then go back to their students to introduce them to pathways available to them in the manufacturing environment. Many thanks go to Hytrol, Nice-Pak Products, Frito-Lay, and Nestle for their participation.

#### LEADERSHIP IN BANKING SERIES

The Delta Center for Economic Development developed a curriculum for the financial sector industry to explore contemporary issues and skills related to the banking industry. The course helps participants expand their knowledge and understanding of the banking profession and aids in networking and developing their skills in leadership. In 2024, 24 professionals from the financial sector participated in the series.

### BUSINESS ATTRACTION & DEVELOPMENT

ABB celebrated 30 years in Jonesboro in 2024, also making their 1 billionth product at the plant. In 1994, Thomas & Betts moved into the facility and ABB purchased the facility in 2012. ABB's footprint in Jonesboro is large, with a \$30 million



annual payroll and compensation investment for their 300 employees and an investment of \$50 million into the Jonesboro facility. ABB has at least five product lines here, including Steel City floor boxes — made for schools and auditoriums; T&B Liquidtight System fittings — used by the food and beverage and pharmaceutical industries; Russellstoll pin and sleeve power connectors and Orcal conduits — used on many critical private and public applications, and used by the U.S. Navy, NASA, and Air Force One. We're proud to have ABB in Jonesboro!



Amazon announced in April 2024, they would locate a last mile facility on Moore Road in Jonesboro. The 58,000 square foot facility support Amazon's distribution process. Renovations were made to the existing facility at the site.



Hytol Conveyor Company celebrated the grand opening of its new distribution center in February, 2024. Located at 4000 Moore Road in Jonesboro's E-Commerce Park, the 150,000 square foot facility is designed to be Hytrol's main hub for distributing products to customers. The added space and centralized location of this distribution center allows Hytrol to be more organized and efficient in meeting customer's needs. Jonesboro appreciates Hytrol's long-standing leadership in the community and the added investment.

### JUMPSTART PARTNERSHIP

In August 2024, Jonesboro Unlimited was awarded a \$700,000 grant to support small business development and expansion by the U.S. Department of Commerce's Economic Devleopment Administration (EDA). The JumpStart Partnership will provide comprehensive business support to local entrepreneurs and small business owners by helping them find the assistance they need to get started and grow. It will provide a single resource to connect entrepreneurs with service providers in Northeast



Arkansas. The Partnership will also increse awareness and expand services by providing more program opportunites, events, and advocacy at local, regional, and state levels. Jonesboro Unlimited will provide a \$175,000 local match for the grant and is partnering with the Delta Center for Economic Development, the Small Business Development & Technology Center, and East Arkansas Planning & Development District on this project.

### **QUALITY OF PLACE**



# WAYFINDING SIGN AT CRAIGHEAD FOREST

Jonesboro's Craighead Forest Park has a wide regional attraction for those interested in mountain biking, walking, kayaking, playing disc golf, archery, or playing at the splash pad or playgrounds. Our economic development partners sponsored a wayfinding sign for visitor use at the park in 2024



#### **ARKANSAS GRAVELER**

The 2024 Arkansas Graveler culminated in Jonesboro on the Arkansas State University campus, after starting in Northwest Arkansas and traveling across the state. Riders experienced a 336-mile ride with stops along the way to experience Arkansas' festivals and hospitality. When arriving in Jonesboro, riders were able to experience Jonesboro's downtown, outdoor spaces, and attractions.



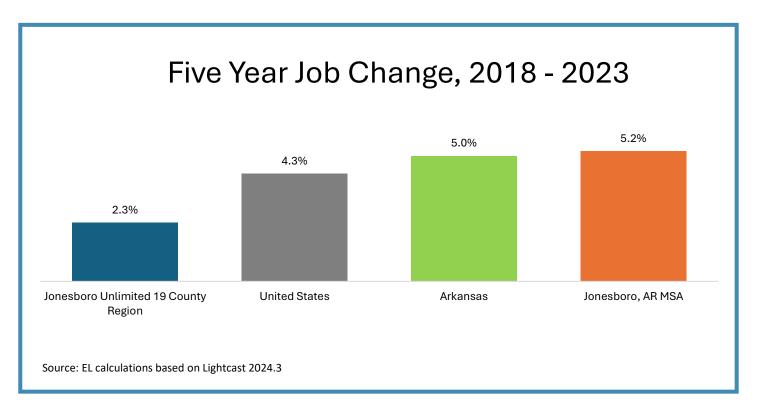
### **BY THE NUMBERS**

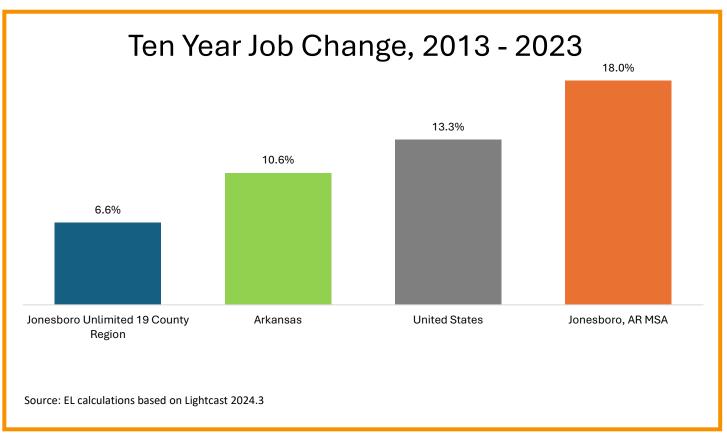


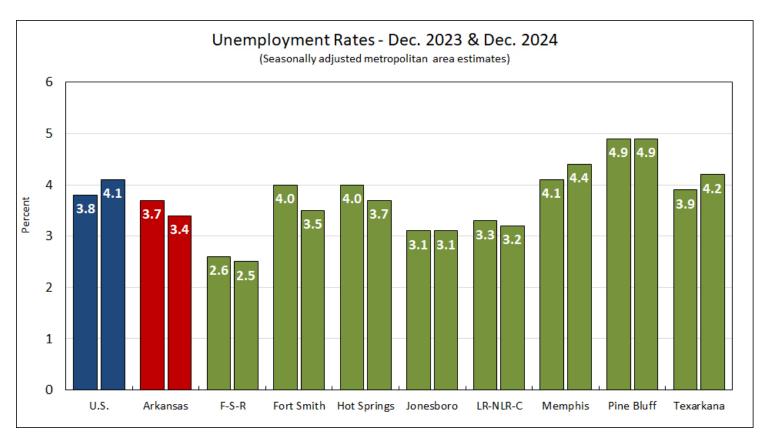


Ted Abernathy, Founder and Managing Partner of Economic Leadership, completed a Labor Study for Jonesboro Unlimited in 2024. Commissioned by Jonesboro Unlimited, Mr. Abernathy was asked to develop a workforce assessment and create a strategic workforce development plan. Demographic, economic, and labor trends were identified, and recommendations were given.

Jonesboro has a strong economic foundational base that has shown steady growth over the past five and ten years as shown below.







Source: https://arkansaseconomist.com/

Jonesboro had the highest growth rate in the state for 2024, at 2.2%.

Employment Changes in Arkansas Metro Areas, December 2024						
Percentage change from:						
	Month ago	Year ago	Feb. 2020			
Fayetteville-Springdale-Rogers	0.3	1.9	13.3			
Fort Smith	0.1	0.3	3.4			
Hot Springs	-0.2	0.0	3.8			
Jonesboro	0.6	2.2	7.5			
Little Rock-N. Little Rock-Conway	0.0	1.7	8.1			
Memphis	0.0	-0.2	-0.7			
Pine Bluff	0.0	-1.0	-3.4			
Texarkana	-0.3	1.0	-0.7			
Arkansas	0.1	1.8	6.6			
U.S.	0.2	1.4	4.7			

Source: https://arkansaseconomist.com/

#### **Historical and Predicted Population Trends**

100 = 2001 Population Levels Jonesboro, AR MSA **United States Arkansas Jonesboro Unlimited Region** 

Source: EL calculations based on Lightcast 2024.3

Jonesboro and Craighead County have sustained long-term, steady population growth for many years. The Jonesboro MSA's population growth exceeds national and state levels. Most employed people in the MSA come from Craighead, Poinsett, and Greene counties. While Jonesboro's primary labor market comes from the three counties noted, the 19-county labor shed has trailed in growth and is experiencing decline, as noted on the chart above.



### **City of Jonesboro**

300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:137

Agenda Date: 11/18/2025 Version: 1 Status: Recommended to

Council

In Control: Public Safety Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 233 S. Fisher St. Jonesboro, AR 72401: Parcel # 01-144073-17500

OWNER: Michael Kevin Kelly

LEGAL DESCRIPTION: Lot 12, Block 3 of the Matthews Addition to the City of Jonesboro, Arkansas.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 233 S. Fisher St. Jonesboro, AR 72401.



#### DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

#### RESIDENTIAL BUILDING INSPECTION REPORT

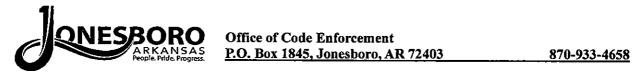
DATE OF INSPECTION:	September 4, 2025	CASE NUMBER: 255628	
PROPERTY ADDRESS:	233 S. Fisher St.	Parcel: 01-144181-44700	·
PROPERTY OWNER:	Michael K. Kelly		

The residential building is a home on a pier foundation. The foundation is breaking down and causing the walls to bow out. The foundation must be repaired. All windows and doors are broken, missing, or boarded. All windows and doors must be repaired or replaced. Due to the walls bowing all load bearing walls must be closely inspected and any damaged studs must be replaced. There are many holes in the roof. Some of the rafters are rotten due to being exposed to the elements. Any rafters that are damaged must be replaced. The entire roof (underlay, singles, tar paper) must be replaced. There are holes in the soffit area around the home. Any damage to the soffit must be repaired. The interior of the home is completely full of trash ranging from approximately 6 inches deep to over 6 feet deep. I did not enter the home due to the condition of the structure and the amount of trash. The home is unsafe to enter for any reason. From the doorway I can see holes in the ceiling which appear to be from water damage due to the holes in the roof. The front porch is very soft and dangerous to walk on. Most of the decking has rotted off and the joists are breaking down.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.	
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.	
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.	
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately	
EMERGENCY ACTION IS WARRANTED: YES NO XX						
EN	MEKG.	ENC	Y AC'I	10N 18	WARRANTED: YES NO XX	
Tim Renshaw, Chie	ef Buildi	ng Ins	pector _	TON IS	David Cooley, Code Enforcement	

Municipal Building, 300 South Church Jonesboro, AR



#### **AFFIDAVIT**

MICHAEL KEVIN KELLEY	
233 S FISHER ST	
JONESBORO, AR 72401	
RE: 233 S. FISHER	<del></del>
I, Eric Schmett, a Code Enforcement Officer, being attached notice(s) upon each of the persons or firms thereof in the United States Mail, by certified mail within envelopes plainly addressed, as shown with p Arkansas Post Office located at 310 East Street, Suit of September , 2025	therein addressed, by depositing copies with return receipt requested, enclosed ostage fully prepaid, at the Jonesboro,
Subscribed and sworn before me the 4 day of	September , 2025 .
Notary Public	MARIA RESENDEZ MY COMMISSION # 00000932 EXPIRES: March 10, 2034 Craighead County
My commission expires: 10 March 2034	



#### **Notice of Violation**

09/04/2025

MICHAEL KEVIN KELLEY 233 S FISHER ST JONESBORO AR 72401

Case #: 255628

Subject: 233 S. FISHER, JONESBORO, AR 72401

Dear Property Owner:

According to county records you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and, has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley Code Enforcement Officer P.O. Box 1845 Jonesboro, AR 72403



#### DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

#### RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	September 4, 2025	CASE NUMBER: 255628	
PROPERTY ADDRESS:	233 S. Fisher St.	Parcel: 01-144181-44700	
PROPERTY OWNER:	Michael K. Kelly		

The residential building is a home on a pier foundation. The foundation is breaking down and causing the walls to bow out. The foundation must be repaired. All windows and doors are broken, missing, or boarded. All windows and doors must be repaired or replaced. Due to the walls bowing all load bearing walls must be closely inspected and any damaged studs must be replaced. There are many holes in the roof. Some of the rafters are rotten due to being exposed to the elements. Any rafters that are damaged must be replaced. The entire roof (underlay, singles, tar paper) must be replaced. There are holes in the soffit area around the home. Any damage to the soffit must be repaired. The interior of the home is completely full of trash ranging from approximately 6 inches deep to over 6 feet deep. I did not enter the home due to the condition of the structure and the amount of trash. The home is unsafe to enter for any reason. From the doorway I can see holes in the ceiling which appear to be from water damage due to the holes in the roof. The front porch is very soft and dangerous to walk on. Most of the decking has rotted off and the joists are breaking down.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

Time First					Toly		
Tim Renshaw, Chief Building Inspector			-		David Cooley, Code Enforcement		
				TION IS	WARRANTED: YES NO XX		
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.		
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.		
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.		
In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.		

Municipal Building, 300 South Church Jonesboro, AR

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### U.S. Postal Service<sup>™</sup> CERTIFIED MAIL<sup>®</sup> RECEIPT Domestic Mail Only

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



THE PROPERTY.

410

1		Con 1	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DEL		Contract.
■ Complete items 1, 2, and 3.	A. Signature		
Print your name and address on the reverse so that we can return the card to you.	X	☐ Agent ☐ Addressee	
Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name)	C. Date of Delivery	
Article Addressed to:	D. Is delivery address different from ite     If YES, enter delivery address belo		
MEHAEL KEVIN KELLEY			
233 S FISHER ST			
JONESBORO AR 72401			
	DF	Priority Mail Express® Registered Mail™	
9590 9402 9274 2456 0777 50	Certified Mail® D Certified Mail Restricted Delivery	Registered Mail Restricted Delivery Signature Confirmation™	
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PS Form 3811, July 2020 PSN 7530-02-000-9053		estic Return Receipt	





Jacan



#### MICHAEL KEVIN KELLEY

233 S FISHER ST JONESBORO AR 7240

NIXIE

381 DC :

0009/10/25

RETURN TO SENDER NOT DELIVERABLE AS ADDRESSED

BC

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300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:138

Agenda Date: 11/18/2025 Version: 1 Status: Recommended to

Council

In Control: Public Safety Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 505 W Woodrow St. Jonesboro, AR 72401: Parcel # 01-144073-17500

OWNER: Thomas & Linda Bobbitt

LEGAL DESCRIPTION: The West 10 feet of Lot Two (2) and all of Lot Three (3), all in Block "E" of Haltom's Second Addition to the City of Jonesboro, Arkansas.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 505 W Woodrow St. Jonesboro, AR 72401.



AFFIDAVIT
DODDIT MYMS+ LINDA
505 W Wandraw
Jonesharo AR 72401
RE: 505 (1) 1. Janton (1)
<u>555 60 6000</u>
I, Michael McQuay, 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 Aday of August 2024.
Michael McQuay Jonesboro Code Enforcement
Subscribed and sworn to before me the 8th day of AUST, 2024.
MARIA RESENDEZ MY COMMISSION # 00000932 EXPIRES: March 10, 2034 Craighead County

My commission expires: 10 March 2024



### Notice to Board and Secure

08/08/2024

BOBBITT THOMAS & LINDA 505 W WOODROW JONESBORO AR 72401

Case #: 244503 In regards to property located at 505 W WOODROW, JONESBORO, AR

Dear BOBBITT THOMAS & LINDA.

It has been observed that the building listed above is unsecured, damaged, and/or vacant. You are hereby directed to board and secure the building within seven (7) days of the receipt of this notice. The building is to remain secured at all times until the repairs are complete or until such time as the structure is razed and removed.

If you decide to abate this nuisance, you must obtain any necessary permits. All damaged or missing doors and/or windows must be repaired, replaced, or boarded up to prevent entry. All boarding material shall be cut to fit the opening to be secured, weatherproofed, and painted and maintained to blend with the exterior color of the building. Damaged roofs shall be tarped to prevent further weather damage to the interior of the building. All repairs are to be made and all boarding materials and tarps are to be removed within six (6) months.

In the event you have not commenced work to secure the building with in seven (7) days from the receipt of this notice, the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. A fine of not less than \$100 shall be imposed and an additional fine of \$100 for each day thereafter. (Ord. 19:061)

Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

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

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

**David Cooley** 

Code Enforcement Officer

# 1992 1221 5270 0770 589 \_

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

#### SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY ■ Complete items 1, 2, and 3. A. Signature Print your name and address on the reverse ☐ Agent so that we can return the card to you. ☐ Addressee Attach this card to the back of the mailpiece, B. Received by (Printed Name) C. Date of Delivery or on the front if space permits. 1. Article Addressed to: D. Is delivery address different from item 1? ☐ Yes delivery address below: □ No THOMAS & LINDA BOBBITT 505 W WOODROW **JONESBORO AR 72401** ☐ Priority Mail Express® LI Adult Signature ☐ Registered Mail™ ☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Certified Mail® Delivery Certified Mail Restricted Delivery 9590 9402 8970 4064 2752 48 ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation 2. Article Number (Transfer from service label) ☐ Collect on Delivery Restricted Delivery Restricted Delivery 9589 0710 5270 1221 1992 04 fail Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 24450 Domestic Return Receipt



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



-R-T-S- 72401-RFS-IN \*\* 45 U8/U9/24

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER







#### DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

#### RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	September 5, 2025	CASE NUMBER: 244503
PROPERTY ADDRESS:	505 W. Woodrow St.	Parcel: 01-144073-17500
PROPERTY OWNER:	Thomas & Linda Bobbitt	

The residential building is a home on a pier foundation. The foundation is breaking down and causing the walls to bow out. The west side wall has slid off the foundation. The foundation must be repaired. The front and back doors are broken and had to be secured by Code Enforcement. A window on the east side of the home is broken out and boarded. Most of the other windows have rotten frames. All windows and doors must be repaired or replaced. Due to the walls bowing all load bearing walls must be closely inspected and any damaged studs must be replaced. There is a large tree branch broken off and laying on the roof which has caused damaged to the roof. The roof is sagging due to the home being off the foundation. The entire roof (underlay, singles, tar paper) must be replaced. There are holes in the soffit area around the home. Any damage to the soffit must be repaired. I tried to enter to home prior to it being secured but backed out due to the floor being very soft and the high risk of falling through.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES NO XX					
EN	MERG	ENC	Y ACT	TION IS	WARRANTED: YES NO XX
Tim Renshaw, Chie	ef Buildi	ng Ins	pector	TION IS	WARRANTED: YES NO XX  David Cooley, Code Enforcement

Municipal Building, 300 South Church Jonesboro, AR



### **AFFIDAVIT**

THOMAS & LINDA BOBBITT	
300 Sundown Ln.	
JONESBORO, AR 72405	
RE: 505 W WOODROW	
I, Eric Schmett, a Code Enforcement Officer, being attached notice(s) upon each of the persons or firms thereof in the United States Mail, by certified mail within envelopes plainly addressed, as shown with Arkansas Post Office located at 310 East Street, Sur of September, 2025	therein addressed, by depositing copies with return receipt requested, enclosed postage fully prepaid, at the Jonesboro,
	Eric Schmett Jonesboro Code Enforcement
Subscribed and sworn before me the 3th day of	f September , 2025 .
Notary Public	MARIA RESENDEZ MY GOMMISSION # 00000932 EXPIRES: March 10, 2034 Craighead County
My commission expires: 10 March 2034	



### Notice of Violation

09/05/2025

THOMAS & LINDA BOBBITT 300 SUNDOWN LN. JONESBORO AR 72405

Case #: 244503

Subject: 505 W WOODROW, JONESBORO, AR 72401

**Dear Property Owner:** 

According to county records you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and, has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley Code Enforcement Officer P.O. Box 1845 Jonesboro, AR 72403



#### DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

#### RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	September 5, 2025	CASE NUMBER: 244503	
PROPERTY ADDRESS:	505 W. Woodrow St.	Parcel: 01-144073-17500	
PROPERTY OWNER:	Thomas & Linda Bobbitt		

The residential building is a home on a pier foundation. The foundation is breaking down and causing the walls to bow out. The west side wall has slid off the foundation. The foundation must be repaired. The front and back doors are broken and had to be secured by Code Enforcement. A window on the east side of the home is broken out and boarded. Most of the other windows have rotten frames. All windows and doors must be repaired or replaced. Due to the walls bowing all load bearing walls must be closely inspected and any damaged studs must be replaced. There is a large tree branch broken off and laying on the roof which has caused damaged to the roof. The roof is sagging due to the home being off the foundation. The entire roof (underlay, singles, tar paper) must be replaced. There are holes in the soffit area around the home. Any damage to the soffit must be repaired. I tried to enter to home prior to it being secured but backed out due to the floor being very soft and the high risk of falling through.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.
EN	<b>IERG</b>	ENC	YAC	TION IS	WARRANTED: YES NO XX
Tim Renshaw, Chie	f Buildi	ing Ins	spector		David Cooley, Code Enforcement
		#			Toly

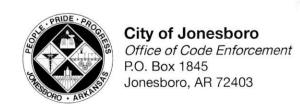
Municipal Building, 300 South Church Jonesboro, AR

U.S. Postal Service™ 0 CERTIFIED MAIL® RECEIPT \_0 0478 Domestic Mail Only For delivery information, visit our website at www.usps.com®. Certified Mail Fee 40 223 Extra Services & Fees (check box, add fee as appropriate Return Receipt (hardcopy) Return Receipt (electronic) Postmarl 5270 Certified Mail Restricted Delivery Here Adult Signature Required Adult Signature Restricted Delivery \$ Postage 0770 Total Postage and Fees 589 See Reverse for Instructions PSN 7530-02-000-9047

- Wind

#### SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY A. Signature Complete items 1, 2, and 3. ☐ Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) Attach this card to the back of the mailpiece, C. Date of Delivery or on the front if space permits. 1. Article Addressed to: D. Is delivery address different from item 1? ☐ Yes delivery address below: ☐ No THOMAS & LINDA BOBBITT 300 SUNDOWN LN. **JONESBORO AR 72405** ☐ Priority Mail Express® ☐ Adult Signature ☐ Registered Mail™ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Certified Mail® Certified Mail Restricted Delivery 9590 9402 8374 3156 9777 72 ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation on Delivery Restricted Delivery Restricted Delivery fail Restricted Delivery

Domestic Return Receipt





-R-T-S-



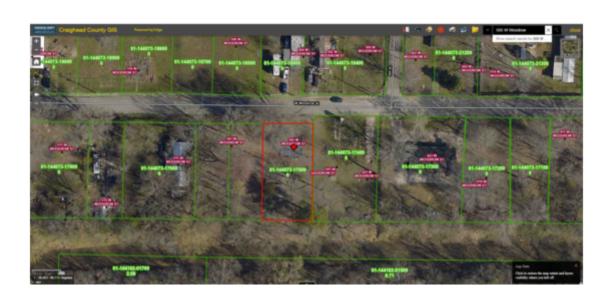


THOMAS & LINDA BOBBITT 300 SUNDOWN LN. **JONESBORO AR 72405** 

009 09/18/25 RETURN TO SENDER UNABLE FORWARD UNABLE TO FORWARD RETURN TO SENDER

724054043-1N

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300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: RES-25:165

Agenda Date: Version: 1 Status: Recommended to

Council

In Control: Finance & Administration Council Committee File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER AND LIGHT (CWL) TO PROVIDE CONTRIBUTION COMMITMENTS TOWARD THE PURCHASE OF TWO NEW FIRE TRUCKS FOR THE JONESBORO FIRE DEPARTMENT

WHEREAS, City of Jonesboro Fire Department Administration has performed comparative pricing and secured the commitment for a reasonable delivery timeline to facilitate the replacement of a 2005 model 100' aerial ladder truck and a 2011 model pumper truck within the department; and,

WHEREAS, the purchase price of the aerial truck will be \$1,558,852 and the pumper truck will be \$860,915, for a total cost of \$2,419,767; and

WHEREAS, upon delivery of the new units, the replacement units will be sold through the assistance of a listing agent and the resulting sale proceeds being returned to the Depreciation Fund; and

WHEREAS, the initial apparatus pricing estimate detailed in the FY2025 budget has since been reviewed by Fire Administration. Extensive brand and supplier comparisons have resulted in the identification of a similar unit from a different manufacturer at significant price savings; and

WHEREAS, the City appropriated \$625,000 in the 2024 Depreciation Fund to fund the anticipated future purchase; and

WHEREAS, an additional \$625,000 funding will be appropriated in the 2025 Depreciation Fund; and

WHEREAS, CWL has indicated a willingness to commit to a two-year funding program including an annual contribution of \$600,000 toward the purchase of these fire trucks and requires a resolution from the City Council to enable the annual contributions; and

WHEREAS, a future resolution will be presented to approve the purchase.

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

SECTION 1: CWL is hereby requested to contribute \$600,000 in 2025 and \$600,000 in 2026 from its surplus funds to be used toward the purchase of two new fire trucks for the Jonesboro Fire Department.

SECTION 2: That Mayor Harold Copenhaver and City Clerk April Leggett are authorized to execute the necessary documents to effectuate these contributions.



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-25:033

Agenda Date: Version: 1 Status: Second Reading

In Control: Public Safety Council Committee File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 6 - ALCOHOLIC BEVERAGES TO COMPLY WITH CHANGES TO THE ARKANSAS LAW REGARDING PRIVATE CLUB PERMITS

WHEREAS, the City of Jonesboro has need to amend our ordinances to be consistent with changes to Arkansas law passed in the most recent legislative session; and

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to make the included changes.

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

That the definition of private club in Article I, Section 6-1 shall be deleted and replaced with the following definition:

Private club means a non-profit corporation, sole-proprietorship, corporation, partnership, or limited liability company organized and existing or authorized to do business under the laws of this state.



#### APPLICATION FOR ALCOHOL PERMIT

#### **INSTRUCTIONS**

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.** 

NOTE: FORMS MUST BE NOTARIZED.

## APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

- 2. Application fee is \$250 and must be paid at the City Collector's Office at 300 S. Church Street, Jonesboro, Arkansas 72401 or by telephone (with a credit card, excluding American Express) at 870-932-3042. Proof of payment must be submitted with this application.
- 3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
- 4. The following additional materials must be submitted with your application:
  - a. A current list of names and addresses of the owners, principals (including but not limited to partners, officers, directors, managers, or other persons making decisions for the entity which are listed with the Arkansas Secretary of State, where applicable), and a signed "authority to release information form" from each listed person.
  - b. The address where the business will be located. If the named entity does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the entity** must be attached.

#### MAIL OR DELIVER DIRECTLY TO:

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

5. Once you have received the report from the Jonesboro Police Department, it is your responsibility to get this matter on the City Council agenda. To do so, you must take the report and an ordinance (prepared by you or your legal counsel) to the City Clerk's Office at 300 S. Church Street, Jonesboro, Arkansas. The City Clerk will advise you the cost involved in the publication of the ordinance and you are required to pay those costs before the ordinance will be placed on the agenda.

## **CITY OF JONESBORO**

## **APPLICATION FOR ALCOHOL PERMIT**

We hereby make an application for a permit to serve alcoholic beverages on our premises.

NAME OF ENTITY			FEIN#	
APPLICANT NAME				
	First	Middle	1	Last
HOME ADDRESS				
	Street	City	Zip	County
BUSINESS NAME				
BUSINESS ADDRESS				
	Street	City	Zip	County
Does the entity own the	premises?		_ If leased, give	name and address of owner:
Is your establishment pri	marily engaged in the b	ousiness of serving food for co	onsumption on t	the premises?
If the answer to the above all activities to be offered		what type of business will you	u be engaged in	on the premises? Please list
Does anyone now hold ar	n alcoholic beverage pe	rmit at this location?	If so, give nan	ne, address and permit no(s).

Give names and addresses of all owners/principals listed with the Arkansas Secretary of State:

<u>NAME</u>	TITLE	<u>ADDRESS</u>
		e, whether suspended or otherwise, of any court for the e of this application? YES NO If yes, please
Signed this day of		·
		Signature of Applicant/Managing Agent
		Official Title
Subscribed and sworn to before me this	day of	·
		Notary Public
My Commission Expires:	;	

#### SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath: 1. Name\_\_\_\_\_ Sex \_\_\_\_ Date of Birth \_\_\_\_\_ \_\_\_\_\_ Phone No. \_\_\_\_\_ 2. Home Address \_\_\_\_\_ City Zip Street Are you a person of good moral character and reputation in your community? 3. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE 4. Social Security No. \_\_\_\_\_ Green Card No. \_\_\_\_ Are you a resident of Craighead county? \_\_\_\_\_\_ 5. If not, do you live within 35 miles of the premises to be permitted? Have you ever been convicted of a felony? YES \_\_\_\_\_\_ NO \_\_\_\_\_ If so, give full information 6. 7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES NO If so, give full information. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this 8. application? YES \_\_\_\_\_\_ NO \_\_\_\_\_ If so, give full information \_\_\_\_\_ Do you presently hold or have you ever held an alcoholic beverage permit(s)? If so, give name, place, and 9. permit number(s) 10. Have you applied and been refused a permit at the applied for location within the last 12 months? If so, give full information 11. Marital Status: Single ( ) Married ( ) Divorced ( ) Separated ( ) Other ( ) 12. Furnish complete information regarding members of immediate family: Relationship Full Name Address Occupation

(a)	Are any of the ab	ove to be conne	cted with the oper	ation of the outlet?		
(b)	If so, who and in	what capacity? _				
13.	Give your home a	ddress (city or to	own) and dates at	each for the past five (5)	years:	
14 C	overing the past fiv	e (5) years give	in detail the follow	/ing·		
14. 0	Your Business or			lress of Employer	<u>Date</u>	s of Employment
Divisio license	on, nor will any age	ent or employee	be allowed to vio	s State or any regulatior late any law or regulatio t all times to all law enfor	n. It is here	eby consented that the
				 Applicant's Signature		
STATE	OF ARKANSAS			0		
COUN <sup>-</sup>	TY OF	<del></del>				
each o	of the questions to	which he/she h	, being first du as made answer,	lly sworn on oath depos and that his/her said ans	ses and says swers in eac	s that he/she has read h instance are true and
Subscr	ribed and sworn to	before me this _	day of			
				Notary Public		
Mv Co	mmission Expires:		:			

## **AUTHORITY TO RELEASE INFORMATION**

Application filed by Applicant -A, Principal - P:				
TO WHOM IT MAY CONCERN:				
I understand that the City of Jonesboro will conserve beverage permit. This investigation may include of a permit being issued at the applied for location	inquirie	_		
To facilitate this investigation, I do hereby give m information from their records to the City of Jones	-	nt and authority for	any public utilit	ty or police agency to furnish
			Signature – Fu	ıll Name
		Date		
		Home Address		
		City	State	Zip
		Mailing Address		
		City	State	Zip
		Contact Phone		Business Phone
		Email Address		
Subscribed and sworn to before me this	dav of			
	,			
		Notary Publ	ic	
My Commission Expires:	<u>.</u> :			

#### IMPORTANT INFORMATION AND INSTRUCTIONS

#### REGARDING A CRIMINAL BACKGROUND CHECK

- 1. Alcoholic Beverage Control laws and regulations prohibit the issuance of a permit to a person who has been convicted of a felony. This law also applies to partners, stockholders (persons who own more than 5% of the stock in a corporation) or members of an LLC who own more than 5% interest.
- 2. Attached is a criminal background application which must be completed and submitted to the Arkansas State Police. They will return the Arkansas background check results to you; *the original document must accompany the City of Jonesboro application*. If this report indicates you (partner, stockholder or member of LLC, if applicable) are not a convicted felon, your application will be eligible for consideration by the city. Amount of \$25.00 (check or money order) is due at time of submission to Arkansas State Police.

### A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED WITH SUBMISSION OF THE ABOVE.

4. If you wish to complete this process in person, go to the Arkansas State Police Headquarters. You will be required to show a state issued photo ID or driver's license. Payment must be by check or money order made payable to Arkansas State Police.

Background investigation questions; call Arkansas State Police at 501 618 8500.

MAIL TO: Arkansas State Police

**ATTN: Identification Bureau** 

**#1 State Police Plaza** 

Little Rock, Arkansas 72209

## Application for Criminal History Check for Alcoholic Beverage Permit A.C.A 3-2-103

(See other side for instructions)

Full Name:				
Las	t Name	First Name		Middle Name
All other names eve	er used (married name	s, maiden, shortened, etc)		
Date of Birth:		State of Birth:	Race:	Sex:
	Month / Day / Year)			
Social Security #: _		Driver	's License #:	
				State
Mailing Address: _				
	Street	City	State	ZIP
Day Time Phone:				
Name:	Full Name of Ager	ncy	Phone:	
	J	,		
Mailing Address: _	Street	City	State	ZIP
Signature			Date:	
	(First / MI / Last N		(Month / Day	
	(NO REQUEST WIL	L BE PROCESSED WITHOUT A	NOTARIZED SIGNATU	JRE)
Subscribed and swo	orn to before me this _	day of		·
		Notary	Public	
My Commission Evr	viroc:			



### APPLICATION FOR CHANGE IN TYPE OF BUSINESS OPERATION OF PRIVATE CLUB

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

- 2. Application fee is \$50 and must be submitted with this application.
- 3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

#### MAIL OR DELIVER DIRECTLY TO:

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

We hereby make an application to change our type of business operation associated with our permit to serve alcoholic beverages.

PERMITTEE			PERMIT #		
APPLICANT ON BEHALF C	)F				
	First	Middle	I	Last	
HOME ADDRESS					
	Street	City	Zip	County	
BUSINESS NAME					
BUSINESS ADDRESS					
	Street	City	Zip	County	
s your establishment curre	ntly primarily engage	ed in the business of serving fo	ood for consum	ption on the premises?	

Please list all activities offered.		e of business are you currently engaged in on the premises
What type of business activity are you proposi		• •
I,, do hereby acknow knowledge.	vledge that all	answers submitted are true and correct to the best of m
Signed this day of		·
		Signature of Applicant/Managing Agent
		Official Title
Subscribed and sworn to before me this	day of	·
		Notary Public
My Commission Expires:	:	



#### APPLICATION FOR TRANSFER OF LOCATION OF PRIVATE CLUB PERMIT

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

- 2. Application fee is \$50 and must be submitted with this application.
- 3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
- 4. The following additional materials must be submitted with your application:

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

MAIL OR DELIVER DIRECTLY TO:

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

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

PERMITTEE		PERMIT #			
APPLICANT ON BEHALF PERMITTEE	OF				
	First	Middle	L	ast	
HOME ADDRESS					
	Street	City	Zip	County	
BUSINESS NAME					
BUSINESS ADDRESS					
	Street	City	Zip	County	

Does the entity own the premises?	If leased, give name and address of owner
Is your establishment primarily engaged in the business	of serving food for consumption on the premises?
If the answer to the above question is no, then what typall activities to be offered.	e of business will you be engaged in on the premises? Please list
Does anyone now hold an alcoholic beverage permit at th	nis location? If so, give name, address and permit no(s)
Existing permit has been previously surrendered	red for cancellation upon the issuance of new permit.  t all answers submitted are true and correct to the best of my
Subscribed and sworn to before me this day of	Signature of Applicant/Managing Agent  Official Title  Notary Public
My Commission Expires::	



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-25:037

Agenda Date: Version: 1 Status: Second Reading

In Control: Public Safety Council Committee File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117 ARTICLE VIII, SECTION 117-324(g) TO REMOVE THE REQUIREMENT TO HAVE A VALID REGISTRATION OR LICENSE ON A BOAT, TRAILER, OR RECREATIONAL VEHICLE PARKED OUTDOORS ON RESIDENTIAL LOTS IN THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro understands that citizens may need to store a boat, trailer, or recreational vehicle on their residential lot that is not currently registered and licensed under state law; and

WHEREAS, the City Council of the City of Jonesboro, Arkansas desires to remove the requirement that a boat, trailer, and/or recreational vehicle that is parked outdoors on a lot in a residential district be required to be currently registered an licensed, as required by state law.

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

SECTION ONE: That Chapter 117, Article VIII, Section 117-324(g) shall be deleted.

SECTION TWO: That all other parts of this section shall remain in full force and effect.



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-25:038

Agenda Date: Version: 1 Status: Second Reading

In Control: Public Safety Council Committee File Type: Ordinance

AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish 25 MPH speed limit at the following location:

- Whitetail Crossing (all phases)

Place stop signs at the following locations:

- Young Drive at Wimpy Road
- Boone Street at Young Drive
- Pope Street at Young Drive
- Milo Court at Pope Street (both East and West Bound)
- Milo Court at Boone Street
- Pope Street at Crockett Drive
- Boone Street at Crockett Drive
- Crockett drive at Wimpy Road
- Edgemont Circle at Edgemont Drive
- Nathan Drive at Edgemont Drive



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-25:039

Agenda Date: Version: 1 Status: Second Reading

In Control: Public Safety Council Committee File Type: Ordinance

AN ORDINANCE TO ADD SECTION 2-289 TO THE JONESBORO CODE OF ORDINANCES TITLED FIREFIGHTER BILL OF RIGHTS

WHEREAS, the Arkansas General Assembly adopted Act 686 of 2025, which recommends a basic bill of rights for firefighters of municipalities in Arkansas; and

WHEREAS, the City of Jonesboro endorses a firefighter Bill of Rights for firefighters who provide critical safety services for Jonesboro residents, and visitors; and

WHEREAS, the protective measures outlined in the Bill of Rights provide for clear and consistent guidance on how corrective and disciplinary actions are handled; and

WHEREAS, the Act authorizes the City to adopt a local ordinance establishing any or all of the procedures under the Act as a guide for negotiating personnel issues with firefighters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro, Arkansas, that:

The City Council of the City of Jonesboro, Arkansas hereby enacts Section 2-289 to be titled Firefighter Bill of Rights as shown in Exhibit A attached hereto and incorporated herein as if set out word for word.

#### **EXHIBIT A**

#### Sec. 2-289 – Firefighter Bill of Rights

- (A) **Purpose.** The purpose of this ordinance is to formally establish a firefighter bill of rights. The bill of rights provides basic protections for the firefighters regarding personnel disciplinary and promotional actions.
- (B) **Definitions.** As used in this ordinance:
  - (1) *Firefighter* means a public servant vested by law with the primary duty of fighting fires and providing fire protection services to a municipality.
  - (2) Formal proceeding means a proceeding heard before any officer, committee, or other body of municipal government with the authority to take disciplinary action against a firefighter.
  - (3) Official departmental charges means a written document form the fire chief or other lawful authority notifying the accused firefighter that charges of misconduct have been made and setting forth the specifics of the alleged misconduct.
  - (4) *Pre-disciplinary hearing* is a brief, formal meeting where the firefighter has an opportunity to respond to proposed disciplinary action before it is finalized.
- (C) **Disciplinary proceedings.** When a firefighter is under investigation for alleged improper conduct with a possible result of termination, demotion, or other disciplinary action causing loss of pay or status, the following minimum standards may apply:
  - (1) Adverse inference shall not be drawn, and no punitive action shall be taken from a refusal of the firefighter being investigated to participate in the investigation or be interrogated other than when the firefighter is on duty or is otherwise fully compensated for the time spent in accordance with municipal and departmental overtime policy, state law, and federal law.
  - (2) An interrogation of a firefighter shall take place at:
    - (a) The office of those conducting the investigation;
    - (b) The place where the firefighter reports for duty; or
    - (c) Another reasonable place as the investigator may determine.
  - (3) The firefighter being investigated shall be informed at the commencement of his or her interrogation of:
    - (a) The nature of the investigation;
    - (b) The identity and authority of the person or persons conducting the investigation; and
    - (c) The identity of all persons present during the interrogation.
  - (4) During the interrogation of the firefighter, questions will be posed by or through only one (1) interrogator at a time.

- (5) An interrogation of a firefighter in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the firefighter.
- (6) No threat, harassment, promise, or reward shall be made to a firefighter in connection with an investigation in order to induce the answering of any questions that the firefighter has a legal right to refrain from answering, but immunity from prosecution may be offered to induce such a response.
- (7) Interrogations
  - (a) An interrogation of a firefighter in connection with an investigation against him or her shall be recorded in full.
  - (b) The firefighter may make his or her own independent recording of the interrogation and have one (1) witness of his or her choosing present who shall be:
    - (i) An attorney; or
    - (ii) A member of the fire department who is not related in any way to the matter under investigation.
- (8) A formal proceeding with the authority to administer disciplinary action against a firefighter shall not be held unless official departmental charges are brought.
- (9) Notice of charges.
  - (a) Official departmental charges shall contain the following:
    - (i) Specific conduct that is alleged to be improper;
    - (ii) Date and the approximate time of the alleged misconduct;
    - (iii) Witnesses whose information provided the basis for the charges; and
    - (iv) Specific rules, regulations, orders, or laws alleged to have been violated.
  - (b) If additional potential violations or witnesses emerge during the investigation, a supplemental notice of charges shall be issued to the firefighter as soon as practicable.
- (10) Pre-disciplinary hearings
  - (a) A firefighter under official departmental charges is entitled to a predisciplinary hearing before the fire chief, if a disciplinary action is being considered.
  - (b) The firefighter may have one (1) witness of his or her choosing present at the hearing; the witness shall be:
    - (i) An attorney; or
    - (ii) A member of the fire department who is not related in any way to the matter under investigation.
  - (c) The pre-disciplinary hearing occurs following the conclusion of the investigation
    - (i) The department makes a tentative disciplinary recommendation.

- (ii) The firefighter receives notice and attends the pre-disciplinary hearing.
- (d) The pre-disciplinary hearing provides an opportunity to:
  - (i) Notify the employee of proposed discipline.
  - (ii) Outline the circumstances or findings that support disciplinary action.
  - (iii) Allow the firefighter to explain, present mitigating facts, or dispute the findings.
- (e) After the pre-disciplinary hearing, the department finalizes its decision and administers the disciplinary action.
- (f) Notification of personnel action. Except under exigent circumstances, a firefighter shall be notified of the pending action by written official departmental charges a reasonable time before the action is taken when a personnel action may result in a loss of:
  - (i) Pay;
  - (ii) Benefits; or
  - (iii) Status.
- (11) A formal proceeding under which a firefighter may be penalized shall not be brought except upon charges signed by the person making those charges.
- (12) Appeals of qualifying personnel actions shall be conducted pursuant to Chapter 10 of the Civil Service Commission Manual.
- (D) **Disclosure not required for promotion or assignment.** A firefighter shall not be required to disclose any of the following information as it relates to the firefighter or a member of the firefighter's household for the purpose of promotion or assignment.
  - (1) An item of his or her property;
  - (2) Income;
  - (3) Assets;
  - (4) Debts; or
  - (5) Expenditures.
- (E) **Participation in political activities.** Except when on duty or acting in his or her official capacity, a firefighter of a municipality shall not be:
  - (1) Prohibited from engaging in political activity; or
  - (2) Denied the right to refrain from engaging in political activity.
- (F) No retaliation for exercise of rights; Other legal remedies.
  - (1) A firefighter shall not be penalized or threatened with a penalty for exercising his or her rights under this subchapter.
  - (2) This subchapter is not an exclusive legal remedy for a firefighter with respect to any rights a firefighter has under this subchapter.
  - (3) Retaliation against an employee who, in good faith, reports a concern, participates in an investigation, or cooperated in any inquiry or proceedings is strictly prohibited.



300 S. Church Street Jonesboro, AR 72401

#### **Text File**

File Number: ORD-25:035

Agenda Date: 10/21/2025 Version: 1 Status: Third Reading

In Control: City Council File Type: Ordinance

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT TRANSFER OF LOCATION FOR THE PARSONAGE, LLC

WHEREAS, John T. Myers, on behalf of a private club known as "River Valley Hunting Club", is making application to the Arkansas Beverage Control Division for private club permit transfer of location, from 322 S. Main to 305 S. Main Street, pursuant to Act 1194 of 2011, of the Arkansas General Assembly, said facility to be located at 305 S. Main, Jonesboro, Arkansas, 72401; and

WHEREAS, under the provisions of Act 1112 of 2017 as enacted by the Arkansas General Assembly, it is necessary for the City Council for the City where the proposed private club will be 'located to a rove the transfer of location application before it is submitted to the Arkansas Alcoholic Beverage Control Division; and

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

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

The application of John T. Myers for a private club known as "The Parsonage" to be located at 305 S. Main, Jonesboro, Arkansas, 72401, is approved, and the private club shall be entitled to operate its business as a private club at 305 S. Main, Jonesboro, Arkansas, 72401, subject to the approval of the Arkansas Alcoholic Beverage Control Division.

AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIVATE CLUB PERMIT Transfer of location FOR The Parsonage LLC.

WHEREAS, John T Myers, on behalf of a private club known as "River Valley Hunting Club.", is making application to the Arkansas Alcohol Beverage Control Division for private club permit transfer of location, from 322 S. Main to 305 S. Main Street, pursuant to Act 1194 of 2011, of the Arkansas General Assembly, said facility to be located at 305 S. Main, Jonesboro, Arkansas, 72401; and

WHEREAS, under the provisions of Act 1112 of 2017 as enacted by the Arkansas General Assembly, it is necessary for the City Council for the City where the proposed private club will be located to approve the transfer of location application before it is submitted to the Arkansas Alcohol Beverage Control Division; and

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

NOW, THEREFORE, BE IT 0RDAINED by the City Council of the City of Jonesboro, Arkansas, that:

The application of John T. Myers for a private club known as "The Parsonage.", to be located at 305 S. Main, Jonesboro, Arkansas, 72401, is approved, and the private club shall be entitled to operate its business as a private club at 305 S. Main, Jonesboro, Arkansas, 72401, subject to the approval of the Arkansas Alcoholic Beverage Control Division.

PASSED AND APPROVED THIS	DAY OF
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#### OFFICIAL RECEIPT

Receipt Date 10/03/2025 02:00 PM Receipt Print Date 10/03/2025

Receipt # 00266328 Batch # 00003.10.2025

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR

166.40

Detail:

01-000-0150-00

Proof of Publication 166.40

\_\_\_\_

Total 166.40

Payment Information:

Check 1743 166.40 Change 0.00

The Parsonage Customer #: 016964

305 S Main St Jonesboro, AR 72401

Cashier: tmmoss Station: TMMOSS



# **City of Jonesboro**

300 S. Church Street Jonesboro, AR 72401

## **Text File**

File Number: COM-25:050

Agenda Date: 11/18/2025 Version: 1 Status: To Be Introduced

In Control: City Council File Type: Other Communications

September 2025 Financials

#### **Overview of State Mandated Funds**

Benchmark

25.00%

		General Fu	nd		zeranon-o		
Beginning Fund Balance	: \$	21,164,143	\$	21,164,143			
General Fund		YTD Actual	T	otal Budget	\$	Remaining	% Need/Avail
Revenue	\$	46,259,917	\$	64,779,156	\$	18,519,239	28.6%
Expense		46,539,881		64,198,132		17,658,251	27.5%
Surplus (Deficit)	\$	(279,964)	\$	581,024	\$	860,988	

Fund Balance Actual/Projected: \$ 20,884,179 \$ 21,745,167

#### **Street Fund**

W	Beginning Fund Balance:	\$ 1,528,507	\$	1,528,507		
Street Fund		YTD Actual	To	tal Budget	\$ Remaining	% Need/Avail
Revenue		\$ 6,411,887	\$	9,295,892	\$ 2,884,005	31.0%
Expense		4,568,365		9,860,136	5,291,771	53.7%
Surplus (Deficit)		\$ 1,843,522	\$	(564,244)	\$ (2,407,766)	

Fund Balance Actual/Projected: \$ 3,372,029 \$ 964,263

#### **Overview of Select Budget Variances**

Select Data - Year to Date		Actual	Budget			\$ Variance	% Variance	
Revenue								
Sales Tax (Combined)	\$	35,665,716	\$	36,495,105	\$	(829,389)	-2.3%	
State Turnback (Combined)		5,948,929		5,973,281		(24,352)	-0.4%	
Expense								
Overlays		572,936		1,324,486		(751,550)	-57%	
Fuel Purchases		951,639		1,160,175		(208,536)	-18%	

#### **Overview of Select Prior Year Variances**

Select Data - Year to Date	Cı	urrent Year	Prior Year		\$ Change	% Change
Revenue						
Franchise Fee	\$	1,317,526	\$	1,119,884	\$ 197,642	18%
A&P Prepared Foods		4,944,868		4,875,585	69,283	1%
A&P Original 3%		691,974		705,123	(13,149)	-2%
A&P Additional 1%		230,658		234,980	(4,322)	-2%
Alcohol Beverage Tax		523,257		541,389	(18,132)	-3%

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25	Schedule of Capital Improvement Revenue Bond
26	Schedule of Depreciation Fund
27	New Business Report

## Changes in Fund Balance- Cash Basis

State Mandated Funds			Activity Refle			
Description		Beginning Year to Date Year to Date Fund Balances Revenues Expenditures		Surplus (Deficit)	Ending Fund Balances	
General	\$	21,164,143	\$ 46,259,917	\$ 46,539,881	\$ (279,964)	\$ 20,884,179
Street	,,,,,	1,528,507	6,411,887	4,568,365	1,843,522	3,372,029
Total	\$	22,692,650	\$ 52,671,804	\$ 51,108,246	\$ 1,563,558	\$ 24,256,207

Other Funds	Other Funds					Activity Reflecting Changes in Fund Balance								
<b>Description</b> Restricted		Beginning and Balances	Y	ear to Date Revenues		ear to Date xpenditures	Sui	rplus (Deficit)	Fu	Ending nd Balances				
		9,936,351	\$	1,498,475	\$	4,940,911	\$	(3,442,436)	\$	6,493,915				
E-911		448,195		1,235,352		1,580,956		(345,604)		102,591				
Federal Grants		761,211		327,382		258,824		68,558		829,769				
Non-Federal Grants		294,559		60,281		46,989		13,292		307,851				
Community Development Block Grant (CDBG)		16,012		533,566		534,289		(723)		15,289				
Metropolitan Planning Organization (MPO)		106,897		94,340		116,124		(21,783)		85,114				
Jonesboro Economical Transit System (JETS)		(1,497,164)		1,285,236		1,910,645		(625,409)		(2,122,573				
Depreciation Fund		4,370,191		305,117	241-1208801110	3,364,533		(3,059,416)		1,310,775				
Capital Improvement Fund		5,984,291		468,663		5,296,196		(4,827,533)		1,156,757				
Advertising & Promotion 3%		243,346		704,537	170000111000	575,273		129,265		372,611				
Advertising & Promotion 1%		45,289		235,313		-		235,313		280,602				
Advertising & Promotion Prepared Foods		9,761,919		5,132,020		7,584,472		(2,452,452)		7,309,468				
Total	\$	30,471,097	\$	11,880,283	\$	26,209,211	\$	(14,328,928)	\$	16,142,169				

All Funds Totals	\$	53,163,747 \$	64,552,086   \$	77,317,457	\$	(12,765,371) \$	40,398,376
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#### Reserve Analysis

Description	Fund Balance				ss: Required Reserve	Available Reserves
General Fund		\$	20,884,179			20,884,179
Street Fund			3,372,029			3,372,029
Depreciation Fund			1,310,775			1,310,775
Capital Improvement Fund			1,156,757			1,156,757
Combined Fund Balances		\$	26,723,740	\$	(9,629,720)	\$ 17,094,020
*The Required Reserve is established as 15% of General Fund Current Bu	dget Expend	itur	es.			

# **Changes in Fund Balance- Cash Basis**

Restricted Funds			Α	ctivity Reflec						
Description		Beginning Fund Balances		Year to Date Revenues		Year to Date Expenditures		Surplus (Deficit)		Ending nd Balances
ARPA Revenue Replacement-Building Demo	\$	3,250,000	\$	-	\$	3,295,344	\$	(3,295,344)	\$	(45,344
ARPA Revenue Replcmnt-Mosquito Abatement		139,604	- A Vagorian Co.	- man (1.00 of the transport of the transport	1,044,000,00	-	200/11/22	-	-200Waldan	139,604
ARPA Revenue Replacement-RAC Aquatic		3,200,000		-		- ·				3,200,000
ARPA Revenue Replacement-Humanitarian		500,000		-	10000000	235,609	- The special	(235,609)	- Full to Photos	264,391
ARPA Revenue Replacement-Comp Growth Plan		855,000		-		-		-		855,000
ARPA Revenue Replcmnt-Remaining Approp		682,561		-	7419419	The state of the second	N TENZANIY	-	- Patrimine	682,561
Insurance Proceeds		198,219		- 1		5,804		(5,804)		192,416
Perpetual Cemetery		627,892		22,818		74,443		(51,625)		576,266
Fire Act 833		74,054		178,947		179,932		(986)		73,069
Employee Benefit		49,542		63,634		29,709		33,925		83,467
DARE		54,572		30,633		23,331		7,302		61,873
In Lieu of Sidewalk		78,073		132,334		-	Logertic de	132,334	- 200701101011	210,407
Dog Park Donations		27,608		-		-				27,608
K-9 Acquisition		24,980	A FIRESCA (TO)	-	1,2003671111409	16,000	-500,000	(16,000)	COMPANY TANK	8,980
Police Suspense		14,635				-		-		14,635
Animal Control Donations		24,890		9,004	termine.	12,101	Sommen	(3,097)	, snanowed	21,793
Exchange for Services A&P		-		20,000		6,000		14,000		14,000
Abatement		5,626	ec zzeleti.	-	,	-		-	· · · · · · · · · · · · · · · · · · ·	5,626
Museum - E Boone Watson		300		-		-		-		300
Winter Wonderland		4,464		-		-		-	1000 (1700)	4,464
Public Safety Surveillance Equip		3,000		5,000		1		5,000		8,000
Police Hiring/Training		2,874				-		-	***************************************	2,874
Skate Board Park		992		-		-		-		992
Jonesboro Shooting Complex		47		_		-	, jungjun	_		47
Fairview Park- Brazos		2,000		-		_		-		2,000
Library Millage		-		987,972		987,972	- 100 800100	-	( Total Service)	
MYAC		538		1,753		1,829		(75)		463
State Asset Forfeiture		59,247		19,663		17,955	17218400	1,707	159002/0003	60,954
Federal Asset Forfeiture		53,130		10,999		14,358		(3,359)		49,771
Homelessness Committee	Association	-	- Annabation	- 11. 1 Street Street Washington	TO THE PARTY OF	- And the second of the second		-	Transference	-
Keep Jonesboro Beautiful		2,504		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		24,804	70	(24,804)		(22,300
Downtown Jonesboro Imp. District		0	Pagutt	15,719		15,720	1.000000	(0)		(0
Total	\$	9,936,351	\$	1,498,475	\$	4,940,911	\$	(3,442,436)	\$	6,493,915

#### State Mandated Funds

Operation and Mai	ntenance (O&M)	,	/TD Actual	T	otal Budget	\$ Remaining			
General	Revenue	\$	46,125,695	\$	64,600,194	\$	18,474,499		
	Expense		46,539,881		63,444,652		16,904,771		
Street	Revenue		6,389,018		9,295,892		2,906,874		
	Expense		4,568,365		6,788,886		2,220,521		
Total	Revenue	\$	52,514,713	\$	73,896,086	\$	21,381,373		
	Expense		51,108,246		70,233,538		19,125,292		
	Surplus/(Deficit)	\$	1,406,467	\$	3,662,548	\$	2,256,081		

Capital Impro	vement (C.I.)	,	YTD Actual	Т	otal Budget	\$ Remaining
General	Revenue	\$	134,222	\$	178,962	\$ 44,740
	Expense				753,480	753,480
Street	Revenue		22,869		•	(22,869)
(Includes STIP)	Expense		-		3,071,250	3,071,250
Total	Revenue	\$	157,090	\$	178,962	\$ 21,872
	Expense		-		3,824,730	3,824,730
	Surplus/(Deficit)	\$	157,090	\$	(3,645,768)	\$ (3,802,858)
Total O&M and C.I.	Revenue	\$	52,671,804	\$	74,075,048	\$ 21,403,244
	Expense		51,108,246		74,058,268	22,950,022
	Surplus/(Deficit)	\$	1,563,558	\$	16,780	\$ (1,546,778)

#### Other Funds

Other Fund	ds	YTD Actual	То	tal Bud/Avail	\$ Remaining
Restricted	Revenue	\$ 1,498,475	\$	2,120,735	622,260
	Expense	 4,940,911		2,131,735	(2,809,176)
E-911	Revenue	1,235,352		1,705,694	470,342
	Expense	 1,580,956		2,237,001	656,045
Federal Grants	Revenue	327,382		3,387,911	3,060,529
	Expense	258,824		2,768,941	2,510,117
Non-Federal Grants	Revenue	60,281		59,056	(1,225)
	Expense	 46,989		59,056	12,067
CDBG	Revenue	533,566		1,000,195	466,629
	Expense	534,289		1,000,195	465,906
MPO	Revenue	94,340		295,650	201,310
	Expense	 116,124		295,650	179,526
JETS	Revenue	1,285,236		2,710,121	1,424,885
	Expense	1,910,645		2,710,121	799,476
Depreciation Fund	Revenue	305,117		-	(305,117)
	Expense	3,364,533		4,370,191	1,005,658
Capital Improvement Fund	Revenue	468,663		- 1	(468,663)
	Expense	5,296,196		28,483,012	23,186,815
A&P 3%	Revenue	704,537		971,700	267,163
	Expense	 575,273		1,149,295	574,023
A&P 1%	Revenue	235,313		324,388	89,075
	Expense	-		298,750	298,750
A&P PF%	Revenue	5,132,020		6,375,500	1,243,480
	Expense	7,584,472		752,235	 (6,832,237)
Total	Revenue	\$ 11,880,283	\$	18,950,950	\$ 7,070,667
	Expense	26,209,211		46,256,182	20,046,971
	Surplus/(Deficit)	\$ (14,328,928)	\$	(27,305,232)	\$ (12,976,303)

All Funds	(Combined)	l.	YTD Actual	To	tal Bud/Avail	\$ Remaining
Grand Total	Revenue	\$	64,552,086	\$	93,025,998	\$ 28,473,912
	Expense		77,317,457		120,314,450	42,996,993
	Surplus/(Deficit)	\$	(12,765,371)	\$	(27,288,452)	\$ (14,523,081)

#### **O&M** Departmental Overview

#### **General Fund**

Department		0	YTD Actual		Total Budget		Remaining
Overview of Public Safety							
Law & Enforcement	Revenue	\$	1,818,973	\$	2,869,201	\$	1,050,228
	Expense		16,700,730		22,436,240		5,735,510
Fire Protection	Revenue		579,672		1,498,686		919,014
	Expense		11,160,391		14,808,178		3,647,787
Total Public Safety	Revenue	\$	2,398,644	\$	4,367,887	\$	1,969,243
	Expense		27,861,122		37,244,418		9,383,296
	Surplus/(Deficit)	\$	(25,462,477)	\$	(32,876,531)	\$	(7,414,054)

Overview of Non-Public Sat Parks	Revenue	\$	852,788	\$	1,658,464	\$	805,676
raik?	CONTRACTOR OF THE PROPERTY OF THE PARTY OF T	1000000000		minor trans	United the Australia Assessment	Ş	
	Expense	\$	4,331,763	\$	6,079,697		1,747,934
Sanitation	Revenue	100000000	105,477	responsi	132,437	and the same	26,960
	Expense		4,818,953		6,494,724		1,675,771
Elected Officials	Revenue		209		-		(209)
	Expense		1,225,478		1,682,642		457,164
General Admin.	Revenue		40,124,737		55,206,225		15,081,488
	Expense		843,625		1,208,258		364,633
Other-Admin.	Revenue		2,643,839		3,235,181		591,342
	Expense		7,458,940		10,734,913		3,275,973
Capital Improvement	Revenue		134,222		178,962		44,740
	Expense		<del>-</del>		753,480		753,480
Total Non-Public Safety	Revenue	\$	43,861,272	\$	60,411,269	\$	16,549,997
	Expense		18,678,759		26,953,714		8,274,955
	Surplus/(Deficit)	\$	25,182,513	\$	33,457,555	\$	8,275,042

Total General Fund	Revenue	\$ 46,259,917	\$ 64,779,156	\$ 18,519,239
	Expense	46,539,881	64,198,132	17,658,251
	Surplus/(Deficit)	\$ (279,964)	\$ 581,024	\$ 860,988

#### Street Fund

Department		YTD Actual		Total Budget		\$ Remaining	
Street	Revenue	\$	19,580	\$	21,854	\$	2,274
	Expense		3,307,811		5,103,113		1,795,302
Engineering	Revenue		75,081		172,203		97,122
	Expense		1,215,962		1,685,773		469,811
Street Admin.	Revenue		6,294,357		9,101,835		2,807,478
	Expense		44,593		<u> -</u>		(44,593
Capital Improvement	Revenue		22,869		-		(22,869
	Expense		-		3,071,250		3,071,250
Total Street Fund	Revenue	\$	6,411,887	\$	9,295,892	\$	2,884,005
	Expense		4,568,365		9,860,136		5,291,771
	Surplus/(Deficit)	\$	1,843,522	\$	(564,244)	\$	(2,407,766
O&M Grand Total	Revenue	\$	52,671,804	\$	74,075,048	\$	21,403,244
OXIVI GIANA TOTAL	Expense	,	51,108,246	٦	74,073,048	٦	22,950,022
	Surplus/(Deficit)	\$	1,563,558	\$	16,780	\$	(1,546,778

#### City of Jonesboro, Arkansas Schedule of Interest Earnings & Deposit Collateralization September 2025 Interest

#### **Interest Earnings**

Bank Account		Balance	li	nterest Earned	Rate of Interest
General Fund	\$	18,201,324.91	\$	40,084.82	2.80%
Jonesboro Softball		13,952.56		18.13	2.80%
Federal Grants Fund		831,793.21		2,079.38	2.80%
Restricted Funds		6,509,742.23		15,827.24	2.80%
Non-Federal Grants		308,595.69		744.69	2.80%
Depreciation Fund		1,139,094.04		3,240.31	2.80%
Capital Improvement Fund		1,314,015.16		3,459.29	2.80%
Payroll Clearing		223,828.90		578.89	2.80%
Credit Card		32,003.79		188.88	2.80%
Operating		321,998.25	n green de	2,000.76	2.80%
Total	\$	28,896,348.74	\$	68,222.39	
Street Fund	\$	3,631,287.58	\$	8,823.97	2.80%
E-911		106,952.85		255.23	2.80%
C.D.B.G.	141-201 H (1314-114-114-114-114-114-114-114-114-114	15,234.66	E-manus reported	-	0.00%
M.P.O.		85,154.46		217.92	2.80%
J.E.T.S.		239,882.60		310.02	2.80%
Non Uniform Pension Payee		1,508.93		3.63	2.80%
A&P 3% Hotel & Motel	e or see that the see	375,685.13		805.07	2.80%
A&P 1% Hotel & Motel		280,602.15		629.46	2.80%
A&P Prepared Foods		7,309,467.53		16,848.63	2.80%
Total Other	\$	12,045,775.89	\$	27,893.93	
Grand Total	\$	40,942,124.63	\$	96,116.32	

### Total year to date interest

Actual

\$ 1,064,990.21

**Budget** 

\$ 885,922.50

# **Deposit Collateralization**

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	\$ 32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)	15,978,384.97	
FDIC Insurance	250,000.00	
Total Collateralized Balances	\$ 48,228,384.97	

Month	2025	2024	2023	2022
January	\$ 3,861,933.26	\$ 4,208,902.39	\$ 3,856,515.15	\$ 3,697,194.79
February	4,598,606.00	4,518,839.80	4,718,018.56	4,360,357.41
March	3,560,828.42	3,504,892.28	3,656,482.75	3,183,111.17
April	3,575,077.60	3,698,017.89	3,735,516.86	3,315,274.45
May	4,187,207.17	4,121,511.60	3,923,692.55	3,973,786.69
June	3,905,014.51	3,805,323.22	4,042,928.05	3,741,152.53
July	4,033,540.82	3,815,705.17	3,895,788.19	3,688,689.15
August	3,986,103.86	3,868,202.11	3,855,671.39	3,991,764.99
September	3,957,404.80	3,906,921.12	3,857,410.13	3,803,716.42
October	12	4,073,345.55	4,025,134.40	 3,891,040.16
November	-	3,824,201.10	3,967,655.21	3,853,821.65
December	: <u>-</u> ,	3,928,379.77	3,857,914.63	3,536,833.15
Totals	\$ 35,665,716.44	\$ 47,274,242.00	\$ 47,392,727.87	\$ 45,036,742.56

#### **Comparison to Previous Periods**

Month	Current	Prior		\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,208,902.39	\$	(346,969.13)	-8.2%
February	4,598,606.00	4,518,839.80		79,766.20	1.8%
March	3,560,828.42	3,504,892.28		55,936.14	1.6%
April	3,575,077.60	3,698,017.89		(122,940.29)	-3.3%
May	4,187,207.17	4,121,511.60		65,695.57	1.6%
June	3,905,014.51	3,805,323.22	7.7.7	99,691.29	2.6%
July	4,033,540.82	3,815,705.17		217,835.65	5.7%
August	3,986,103.86	3,868,202.11		117,901.75	3.0%
September	3,957,404.80	3,906,921.12		50,483.68	1.3%
October	17	N/A		N/A	N/A
November		N/A		N/A	N/A
December	-	N/A		N/A	N/A
Totals	\$ 35,665,716.44	\$ 35,448,315.58	\$	217,400.86	0.6%

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 3,861,933.26	\$ 4,049,928.18	\$ (187,994.92)	-4.6%
February	4,598,606.00	4,704,812.88	(106,206.88)	-2.3%
March	3,560,828.42	3,645,284.92	(84,456.50)	-2.3%
April	3,575,077.60	3,669,240.35	(94,162.75)	-2.6%
May	4,187,207.17	4,228,154.04	(40,946.87)	-1.0%
June	3,905,014.51	3,976,838.66	(71,824.15)	-1.8%
July	4,033,540.82	4,070,895.82	(37,355.00)	-0.9%
August	3,986,103.86	4,102,371.42	(116,267.56)	-2.8%
September	3,957,404.80	4,047,579.02	(90,174.22)	-2.2%
October	-	N/A	N/A	N/A
November		N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	\$ 35,665,716.44	\$ 36,495,105.30	\$ (829,388.86)	-2.3%

<sup>\*</sup>The 2025 Combined budget for Sales Tax is \$49,167,000

Month		2025	2024	2023	2022
January	\$	2,138,513.99	\$ 2,317,133.96	\$ 2,133,729.01	\$ 2,040,928.57
February		2,579,890.66	2,517,307.78	2,635,793.76	2,423,246.98
March		1,975,212.10	1,939,232.49	2,026,463.78	1,769,568.23
April		1,970,146.09	2,041,119.32	2,076,004.55	1,888,135.01
May		2,309,651.24	2,288,399.58	2,170,092.57	2,201,074.32
June		2,140,685.87	2,111,214.22	2,254,614.98	2,131,956.39
July		2,230,857.77	2,118,369.81	2,160,108.13	2,047,774.63
August	111000000000000000000000000000000000000	2,187,096.09	2,135,107.75	2,131,256.75	2,207,564.87
September		2,159,211.65	2,160,292.56	2,130,151.48	2,101,899.21
October			2,247,031.59	2,228,139.32	2,166,360.53
November			2,121,273.99	2,184,989.01	2,122,886.06
December	0.000		2,166,282.11	2,130,203.21	1,960,854.97
Totals	\$	19,691,265.46	\$ 26,162,765.16	\$ 26,261,546.55	\$ 25,062,249.77

#### **Comparison to Previous Periods**

Month	Current	Prior		\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,317,133.96	\$	(178,619.97)	-7.7%
February	2,579,890.66	2,517,307.78		62,582.88	2.5%
March	1,975,212.10	1,939,232.49		35,979.61	1.9%
April	1,970,146.09	2,041,119.32		(70,973.23)	-3.5%
May	2,309,651.24	2,288,399.58		21,251.66	0.9%
June	2,140,685.87	2,111,214.22		29,471.65	1.4%
July	2,230,857.77	2,118,369.81		112,487.96	5.3%
August	2,187,096.09	2,135,107.75	Market Hilliams of the	51,988.34	2.4%
September	2,159,211.65	2,160,292.56		(1,080.91)	-0.1%
October	=	N/A		N/A	N/A
November	•	N/A		N/A	N/A
December	-	N/A		N/A	N/A
Totals	\$ 19,691,265.46	\$ 19,628,177.47	\$	63,087.99	0.3%

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 2,138,513.99	\$ 2,243,987.58	\$ (105,473.59)	-4.7%
February	2,579,890.66	2,627,017.83	(47,127.17)	-1.8%
March	1,975,212.10	2,024,596.59	(49,384.49)	-2.4%
April	1,970,146.09	2,046,106.90	(75,960.81)	-3.7%
May	2,309,651.24	2,346,377.39	(36,726.15)	-1.6%
June	2,140,685.87	2,188,275.93	(47,590.06)	-2.2%
July	2,230,857.77	2,263,734.45	(32,876.68)	-1.5%
August	2,187,096.09	2,233,258.60	(46,162.51)	-2.1%
September	2,159,211.65	2,191,631.16	(32,419.51)	-1.5%
October	-	N/A	N/A	N/A
November		N/A	N/A	N/A
December		N/A	N/A	N/A
Totals	\$ 19,691,265.46	\$ 20,164,986.42	\$ (473,720.96)	-2.3%

<sup>\*</sup>The 2025 Budget for City Sales Tax is \$27,278,218

Month	2025	2024	2023		2022
January	\$ 1,723,419.27	\$ 1,891,768.43	\$ 1,722,786.14	\$	1,656,266.22
February	2,018,715.34	2,001,532.02	2,082,224.80	Proposition (Proposition)	1,937,110.43
March	1,585,616.32	1,565,659.79	1,630,018.97		1,413,542.94
April	1,604,931.51	1,656,898.57	 1,659,512.31		1,427,139.44
May	1,877,555.93	1,833,112.02	1,753,599.98		1,772,712.37
June	1,764,328.64	1,694,109.00	1,788,313.07		1,609,196.14
July	1,802,683.05	1,697,335.36	1,735,680.06		1,640,914.52
August	1,799,007.77	1,733,094.36	1,724,414.64		1,784,200.12
September	1,798,193.15	1,746,628.56	1,727,258.65		1,701,817.21
October		1,826,313.96	1,796,995.08		1,724,679.63
November		1,702,927.11	1,782,666.20		1,730,935.59
December	And the second s	1,762,097.66	1,727,711.42	10000000000000000000000000000000000000	1,575,978.18
Totals	\$ 15,974,450.98	\$ 21,111,476.84	\$ 21,131,181.32	\$	19,974,492.79

#### **Comparison to Previous Periods**

Month	Curre	ent	Prior	\$ Variance	% Variance
January	\$	1,723,419.27	\$ 1,891,768.43	\$ (168,349.16)	-8.9%
February		2,018,715.34	2,001,532.02	17,183.32	0.9%
March		1,585,616.32	1,565,659.79	19,956.53	1.3%
April		1,604,931.51	1,656,898.57	(51,967.06)	-3.1%
May		1,877,555.93	1,833,112.02	44,443.91	2.4%
June		1,764,328.64	1,694,109.00	70,219.64	4.1%
July		1,802,683.05	1,697,335.36	105,347.69	6.2%
August		1,799,007.77	1,733,094.36	65,913.41	3.8%
September		1,798,193.15	1,746,628.56	51,564.59	3.0%
October		=	N/A	N/A	N/A
November		•	N/A	N/A	N/A
December		<u></u>	N/A	N/A	N/A
Totals	\$ 1	5,974,450.98	\$ 15,820,138.11	\$ 154,312.87	1.0%

Month	Actual	Budget	\$ Variance	% Variance						
January	\$ 1,723,419.27	\$ 1,805,940.60	\$ (82,521.33)	-4.6%						
February	2,018,715.34	2,077,795.05	(59,079.71)	-2.8%						
March	1,585,616.32	1,620,688.33	(35,072.01)	-2.2%						
April	1,604,931.51	1,623,133.46	(18,201.95)	-1.1%						
May	1,877,555.93	1,881,776.66	(4,220.73)	-0.2%						
June	1,764,328.64	1,788,562.73	(24,234.09)	-1.4%						
July	1,802,683.05	1,807,161.37	(4,478.32)	-0.2%						
August	1,799,007.77	1,869,112.82	(70,105.05)	-3.8%						
September	1,798,193.15	1,855,947.87	(57,754.72)	-3.1%						
October	-	N/A	N/A	N/A						
November		N/A	N/A	N/A						
December	-	N/A	N/A	N/A						
Totals	\$ 15,974,450.98	\$ 16,330,118.89	\$ (355,667.91)	-2.2%						

<sup>\*</sup>The 2025 Budget for County Sales Tax is \$21,888,782

Month	2025	2024		2023	2022
January	\$ 733,915.54	\$ 703,774.94	\$	722,130.46	\$ 725,110.11
February	\$ 641,522.03	664,698.70		659,466.69	639,323.60
March	\$ 553,014.23	575,268.79		546,400.33	546,128.55
April	\$ 630,471.98	614,740.56		644,691.01	628,690.16
May	\$ 641,728.18	656,433.52	ere ere	607,380.40	633,804.95
June	\$ 665,367.15	644,692.04		646,793.33	618,379.61
July	\$ 789,494.17	775,499.47		851,313.69	880,833.40
August	\$ 623,971.66	616,409.61		609,925.44	663,025.33
September	\$ 669,444.21	644,063.82		660,774.12	647,169.88
October	\$ ·	539,555.24		645,402.15	658,112.49
November	\$	604,855.02		605,648.19	651,637.64
December	\$ 5.700 mm m m m m m m m m m m m m m m m m m	 589,908.19		623,165.05	663,991.34
Totals	\$ 5,948,929.15	\$ 7,629,899.90	\$	7,823,090.86	\$ 7,956,207.06

#### **Comparison to Previous Periods**

Month	C	urrent	Prior		\$ Variance	% Variance
January	\$	733,915.54	\$ 703,774.94	\$	30,140.60	4.3%
February		641,522.03	664,698.70	\$	(23,176.67)	-3.5%
March		553,014.23	575,268.79	\$	(22,254.56)	-3.9%
April		630,471.98	614,740.56	\$	15,731.42	2.6%
May		641,728.18	656,433.52	\$	(14,705.34)	-2.2%
June		665,367.15	644,692.04	\$	20,675.11	3.2%
July		789,494.17	775,499.47	\$	13,994.70	1.8%
August		623,971.66	616,409.61	\$	7,562.05	1.2%
September		669,444.21	644,063.82	\$	25,380.39	3.9%
October			N/A		N/A	N/A
November		-10 Maria 19 <u>2</u>	N/A		N/A	N/A
December		=	N/A		N/A	N/A
Totals	\$	5,948,929.15	\$ 5,895,581.45	\$	53,347.70	0.9%

Month	Actual		Budget	\$ Variance	% Variance
January	\$ 733,915.	54 \$	727,730.91	\$ 6,184.63	0.8%
February	641,522.	03	653,016.97	\$ (11,494.94)	-1.8%
March	553,014.	23	565,171.52	\$ (12,157.29)	-2.2%
April	630,471.	98	623,608.64	\$ 6,863.34	1.1%
May	641,728.	18	644,901.00	\$ (3,172.82)	-0.5%
June	665,367.	15	640,162.29	\$ 25,204.86	3.9%
July	789,494.	17	805,332.01	\$ (15,837.84)	-2.0%
August	623,971.	56	655,844.88	\$ (31,873.22)	-4.9%
September	669,444.	21	657,513.21	\$ 11,931.00	1.8%
October	9 <u>=</u>		N/A	N/A	N/A
November			N/A	N/A	N/A
December	13-		N/A	N/A	N/A
Totals	\$ 5,948,929.	15 \$	5,973,281.45	\$ (24,352.30)	-0.4%

<sup>\*</sup>The 2025 Combined Turnback Budget is \$7,925,652

Month	2025		2024		2023		2022
January	\$ 158,841.75	\$	158,866.78	\$	154,090.08	\$	154,195.42
February	\$ 80,488.75		80,517.41		75,733.77		75,785.70
March	\$ 80,488.75	31-2-1-1	80,517.41		75,733.77		75,785.70
April	\$ 80,473.83		80,517.41		75,733.77		75,785.70
May	\$ 80,436.11		80,517.41		75,733.77		75,785.70
June	\$ 80,321.73		80,515.22	A	71,867.19	Constitution of the state of	75,785.70
July	\$ 220,055.14		220,046.27		272,670.16		272,507.08
August	\$ 64,637.82		64,992.77		71,016.33		63,515.60
September	\$ 80,436.15		80,511.59		80,527.52		75,785.70
October			80,511.59		80,527.44		75,785.70
November			80,511.59		80,527.44		75,750.67
December			80,511.59		80,527.44	111111111111111111111111111111111111111	75,750.67
Totals	\$ 926,180.03	\$	1,168,537.04	\$	1,194,688.68	\$	1,172,219.34

#### **Comparison to Previous Periods**

Month	Current		Prior	\$ Variance	% Variance
January	\$ 158,841.	75 \$	158,866.78	\$ (25.03)	0.0%
February	80,488.	75	80,517.41	\$ (28.66)	0.0%
March	80,488.	75	80,517.41	\$ (28.66)	0.0%
April	80,473.8	33	80,517.41	\$ (43.58)	-0.1%
May	80,436.	11	80,517.41	\$ (81.30)	-0.1%
June	80,321.	73	80,515.22	\$ (193.49)	-0.2%
July	220,055.:	14	220,046.27	\$ 8.87	0.0%
August	64,637.8	32	64,992.77	\$ (354.95)	-0.5%
September	80,436.	15	80,511.59	\$ (75.44)	-0.1%
October	=		N/A	N/A	N/A
November			N/A	N/A	N/A
December	-		N/A	N/A	N/A
Totals	\$ 926,180.0	03 \$	927,002.27	\$ (822.24)	-0.1%

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 158,841.75	\$ 156,833.52	\$ 2,008.23	1.3%
February	80,488.75	77,146.55	\$ 3,342.20	4.3%
March	80,488.75	77,147.46	\$ 3,341.29	4.3%
April	80,473.83	74,812.40	\$ 5,661.43	7.6%
May	80,436.11	74,816.28	\$ 5,619.83	7.5%
June	80,321.73	85,008.94	\$ (4,687.21)	-5.5%
July	220,055.14	222,608.02	\$ (2,552.88)	-1.1%
August	64,637.82	84,230.10	\$ (19,592.28)	-23.3%
September	80,436.15	82,875.16	\$ (2,439.01)	-2.9%
October	-	N/A	N/A	N/A
November		N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	\$ 926,180.03	\$ 935,478.43	\$ (9,298.40)	-1.0%

<sup>\*</sup>The 2025 General Turnback Budget is \$1,195,652

<sup>\*</sup>January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

Month	2025	2024	2023		2022
January	\$ 575,073.79	\$ 544,908.16	\$ 568,040.38	\$	570,914.69
February	\$ 561,033.28	584,181.29	583,732.92		563,537.90
March	\$ 472,525.48	494,751.38	470,666.56		470,342.85
April	\$ 549,998.15	534,223.15	 568,957.24		552,904.46
May	\$ 561,292.07	575,916.11	531,646.63		558,019.25
June	\$ 585,045.42	564,176.82	574,926.14		542,593.91
July	\$ 569,439.03	555,453.20	578,643.53		608,326.32
August	\$ 559,333.84	551,416.84	538,909.11		599,509.73
September	\$ 589,008.06	563,552.23	580,246.60		571,384.18
October		459,043.65	564,874.71		582,326.79
November		524,343.43	525,120.75		575,886.97
December		509,396.60	542,637.61	A STATE OF THE STA	588,240.67
Totals	\$ 5,022,749.12	\$ 6,461,362.86	\$ 6,628,402.18	\$	6,783,987.72

#### **Comparison to Previous Periods**

Month	Current	Prior	\$ Variance	% Variance
January	\$ 575,073.79	\$ 544,908.16	\$ 30,165.63	5.5%
February	561,033.28	584,181.29	\$ (23,148.01)	-4.0%
March	472,525.48	494,751.38	\$ (22,225.90)	-4.5%
April	549,998.15	534,223.15	\$ 15,775.00	3.0%
May	561,292.07	575,916.11	\$ (14,624.04)	-2.5%
June	585,045.42	564,176.82	\$ 20,868.60	3.7%
July	569,439.03	555,453.20	\$ 13,985.83	2.5%
August	559,333.84	551,416.84	\$ 7,917.00	1.4%
September	589,008.06	563,552.23	\$ 25,455.83	4.5%
October	=	. N/A	 N/A	N/A
November		N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	\$ 5,022,749.12	\$ 4,968,579.18	\$ 54,169.94	1.1%

Month	Actual	Budget	\$ Variance	% Variance
January	\$ 575,073.79	\$ 570,897.39	\$ 4,176.40	0.7%
February	561,033.2	575,870.42	(14,837.14)	-2.6%
March	472,525.4	488,024.06	(15,498.58)	-3.2%
April	549,998.1	548,796.25	1,201.90	0.2%
May	561,292.0	7 570,084.72	(8,792.65)	-1.5%
June	585,045.4	555,153.35	29,892.07	5.4%
July	569,439.0	582,724.00	(13,284.97)	-2.3%
August	559,333.8	571,614.78	(12,280.94)	-2.1%
September	589,008.0	574,638.05	14,370.01	2.5%
October	***	N/A	N/A	N/A
November		N/A	N/A	N/A
December		N/A	N/A	N/A
Totals	\$ 5,022,749.1	2 \$ 5,037,803.02	\$ (15,053.90)	-0.3%

<sup>\*</sup>The 2025 Budget for Street Turnback is \$6,730,000

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	\$ Variance	% Variance
January	\$ 75,785.89	\$ 73,436.85		3.2%
February	84,985.42	105,302.55	(20,317.13)	-19.3%
March	138,188.00	127,484.17	10,703.83	8.4%
April	105,094.37	115,466.28	(10,371.91)	-9.0%
May	81,699.44	107,670.50	(25,971.06)	-24.1%
June	113,784.14	129,220.53	(15,436.39)	-11.9%
July	117,159.22	101,881.76	15,277.46	15.0%
August	131,022.84	115,582.11	15,440.73	13.4%
September	103,919.52	138,001.35	(34,081.83)	-24.7%
October	N/A	99,186.44	N/A	N/A
November	N/A	130,238.26	N/A	N/A
December	N/A	89,186.82	N/A	N/A
YTD Total	\$ 951,638.84	\$ 1,332,657.62	\$ (62,407.26)	-6.2%

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	31,817	28,737	3,080	10.7%
February	33,732	40,903	(7,170)	-17.5%
March	53,438	46,651	6,787	14.5%
April	41,993	38,301	3,693	9.6%
May	34,022	35,957	(1,936)	-5.4%
June	47,823	46,822	1,001	2.1%
July	47,606	38,218	9,388	24.6%
August	53,896	41,676	12,221	29.3%
September	41,254	51,427	(10,172)	-19.8%
October	N/A	41,006	N/A	N/A
November	N/A	52,010	N/A	N/A
December	N/A	38,282	N/A	N/A
YTD Total	385,582	499,987	16,892	4.6%

Comparison of Average Price per Gallon of Fuel Purchased

		Gase	oline			Die	esel	
MONTH	Curr	ent Year	P	rior Year	Cur	rent Year		Prior Year
January	\$	2.36	\$	2.46	\$	2.43	\$	2.82
February		2.52		2.45		2.52		
March		2.64		2.70		2.50		2.75 2.81
April		2.50		3.04		2.51		2.94
May		2.38		3.04		2.49		2.81
June		2.47		2.89		2.28	State of the State	2.61
July		2.49		2.65		2.36		2.73
August		2.74		2.85	Secretary decreases and these	2.02	100000000000000000000000000000000000000	2.63
September	lift and the	2.53		2.75		2.47		2.53
October		N/A		2.47	OTTO AND RESIDENCE OF THE SECOND	N/A	ACOM THOUSAND	2.33
November		N/A		2.52		N/A		2.46
December		N/A		2.36		N/A		2.28
YTD Average	\$	2.51	\$	2.68	\$	2.40	\$	2.64

Comparison of Fuel Purchases vs. Budget

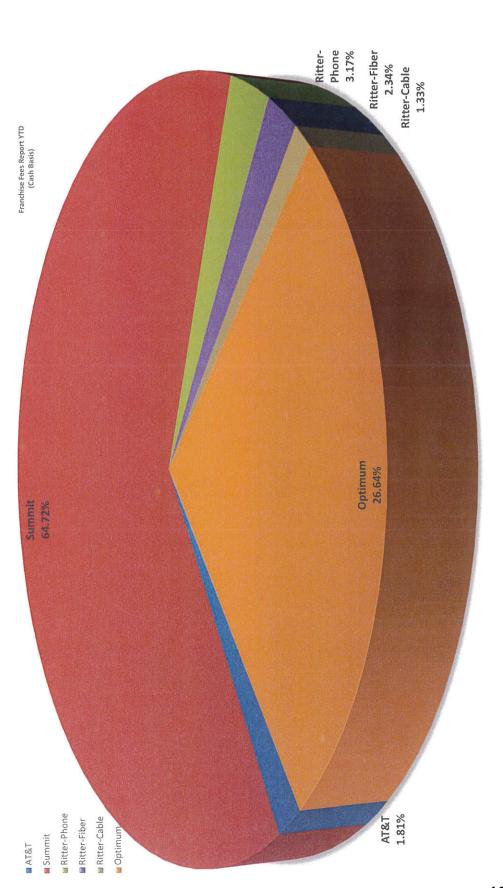
MONTH		Actual	Budget	\$ Variance	% Variance
January	\$	75,785.89	\$ 128,908.33	\$ (53,122.44)	-41.2%
February		84,985.42	128,908.33	(43,922.91)	-34.1%
March		138,188.00	128,908.33	9,279.67	7.2%
April	BHHIM DEFOCE ALLEGE	105,094.37	128,908.33	(23,813.96)	-18.5%
May		81,699.44	128,908.33	(47,208.89)	-36.6%
June		113,784.14	128,908.33	(15,124.19)	-11.7%
July		117,159.22	128,908.33	(11,749.11)	-9.1%
August		131,022.84	128,908.33	2,114.51	1.6%
September		103,919.52	128,908.33	(24,988.81)	-19.4%
October		N/A	128,908.33	N/A	N/A
November		N/A	128,908.33	N/A	N/A
December		N/A	128,908.33	N/A	N/A
YTD Total	\$	951,638.84	\$ 1,546,900.00	\$ (208,536.16)	-18.0%

<sup>\*</sup>Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas Franchise Fee Tax Report

YTD 2025

Months		AT&T	Summit	~	Ritter-Phone	Ritter-Fiber	Ritter	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total	otal
aniiarv	v	2 611 08	\$ 112.711.49	49 \$	4.684.82	\$ 3,630.97	\$	2.017.72	123,867.71	\$ 666.69	\$ 250,190.48	\$	243,296.41
February	}	2.588.81	145.402.72	72	4,559.58	3,424.84		2,019.16	•	453.60			163,303.14
Jarch ,		2.917.49	118,356.67	29	4,569.82	3,377.69		1,933.16		463.66	131,618.49		147,160.47
April		2,775.43	226,277.10	10	4,578.58	3,382.69		1,938.16	114,466.60	618.59			23,454.48
/lav	2000	2,871.44	71,601.84	84	4,709.87	3,385.32		1,916.10	•	430.96			60,521.26
ine	1	2.595.38	48,984.44	44	4,495.46	3,332.77		1,848.63		970.07			43,802.76
Nr.	1	2,754.64	44,106,60	09	4,624.07	3,386.92		1,924.33	111,133.75	728.91	168,659.22		64,040.04
ulpust		2,257.25	41,529.94	94	4,701.23	3,349.88		1,905.06		422.79	54,166.15		37,674.01
entember		2,333.93	40,150.92	92	4,639.00	3,410.02		1,894.95	Mary Town of the second	834.88	53,263.70		36,631.42
October		-	- Company of the same		-			-				159,6	159,668.63
Vovember		The state of the s										43,8	43,834.01
December											1	53,4	53,497.13
otals	S	23,705.45 \$	\$ 849.121.72	72 \$	41,562.43	\$ 30,681.10	S	17,397.27	349,468.06	\$ 5,590.15	\$ 1,317,526.18	1,376,883.76	83.76



	Prepared F	000	ds Fund	3% Hotel/I	Vlo	tel Fund	1% Hotel/I	Vlot	el Fund
	Monthly		Annual	Monthly		Annual	Monthly		Annual
Beginning Fund Balance	\$ 7,243,909	\$	9,761,919	\$ 316,405	\$	243,346	\$ 254,145	\$	45,289
NET Prepared Foods	48,710		(2,639,604)						
NET 3%				53,101		167,658			
NET 1%							25,828		230,658
Event Net Activity -2025 Jonesboro Gravel				-		(50,956)			
Website Ad Sales				2,300		7,300			
Interest Earnings	16,849		187,152	805		5,263	 629		4,655
Current Fund Balance	\$ 7,309,467	\$	7,309,467	\$ 372,611	\$	372,611	\$ 280,602	\$	280,602

Prepared Foods Fund					Monthly Ta	x Collections	
	1	Monthly	YTD	January	\$ 588,535	July	\$ 595,427
Revenues	\$	529,883	\$ 4,944,868	February	529,880	August	537,062
Expenses		481,173	7,584,472	March	503,652	September	529,883
NET	\$	48,710	\$ (2,639,604)	April	605,061	October	N/A
				May	553,689	November	N/A
				June	501,679	December	N/A
				Total	\$ 3,282,496		\$ 4,944,868

3% Hotel/Motel Fund	Welcom Transcond				Monthly Ta	x Collections	
	N	lonthly	YTD	January	\$ 78,240	July	\$ 73,968
Revenues	\$	77,483	\$ 691,974	February	60,792	August	87,377
Expenses		24,382	524,317	March	66,377	September	77,483
NET	\$	53,101	\$ 167,658	April	84,188	October	N/A
				May	83,992	November	N/A
				June	79,556	December	N/A
				Total	\$ 453,146		\$ 691,974

1% Hotel/Motel Fund					Monthly Ta	x Collections	
	N	lonthly	 YTD	January	\$ 26,080	July	\$ 24,656
Revenues	\$	25,828	\$ 230,658	February	20,264	August	29,125
Exp - JMC Soccer Turf Project		-	**************************************	March	22,126	September	25,828
NET	\$	25,828	\$ 230,658	April	28,063	October	N/A
				May	27,997	November	N/A
				June	26,518	December	N/A
				Total	\$ 151,049		\$ 230,658

**Monthly & YTD Comparisons** 

			Mont	thly	/			Y	TD		
	(	Current Yr	Prior Yr	,	\$ Change	% Change	Current Yr	Prior Yr		\$ Change	% Change
Prepared Foods	\$	529,883	\$ 519,704	\$	10,178	2%	\$ 4,944,868	\$ 4,875,585	\$	69,283	1%
3% Hotel/Motel		77,483	79,616		(2,133)	-3%	691,974	\$ 705,123		(13,149)	-2%
1% Hotel/Motel		25,828	26,540		(712)	-3%	230,658	\$ 234,980		(4,322)	-2%

**Embassy Suites 3%** 

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	\$ 16,168.87	\$ 15,365.13	\$ 17,777.31	\$ 21,000.92	\$ 20,400.98	\$ 20,545.54	\$ 111,258.75

	July	August	September	October	November	December	YTD Totals
TOTALS	\$ 20,287.54	\$ 21,792.49	\$ 21,965.85	N/A	N/A	N/A	\$ 175,304.63

Fund 80 -	Hotel/Mote	1 3% Fund	Expenditure

Grant Award					
Payee	Description	Date	Check No.	Amo	unt
2024 Grant Awards					
Martin Luther King Commission	MLK Day Parade	1/8/2025	159299	\$	2,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2024)	2/10/2025	159660		50,000
Crowley's Ridge Cruisers	Annual Car Show	2/10/2025	159580		4,000
NEA Baptist Charitable Foundation	Annual Duck Classic	2/10/2025	159644		10,000
2025 Grant Awards	REAL AND THE SECOND SEC	-//			20,000
Miss Greater Jbr Scholarship Org	Scholarship Pageant	1/8/2025	159300	\$	2,500
ASU Club Softball	Softball Tournaments and Camps	2/10/2025	159543	C. T. C.	10,000
Jets Aquatic Club	Spring Swim Clinic	2/10/2025	159620		25,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	2/10/2025	159624		1,000
Delta Symphony Orchestra	Annual Program Support-Quarterly	\$3,750 @ 3	Various		11,250
The Foundation of Arts	Annual Program Support-Quarterly	\$15,000 @ 3	Various		45,000
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	\$6,250@3	Various		18,750
Hispanic Community Services	Annual Program Support-Quarterly	\$3,000 @ 3	Various		9,000
Phi Beta Sigma (Alumni Chapter)	PBS/Zeta Phi Beta State Meeting	3/10/2025	160029		2,500
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/10/2025	159980		10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	3/24/2025	160211		2,500
Jonesboro University Heights Lions Club	Pickle Ball Tournament	3/24/2025	160301		1,000
Northside Jonesboro Reunion	2025 Reunion	3/24/2025	160243		en and the one of the first
Missouri Arkansas Kiwanis International	2025 Conference		160243		2,500
	NICA Arkansas Regional Race	3/24/2025			500
Arkansas Intersholastic Cycling League		3/24/2025	160110		15,000
KLEK The Voice of Ark. Minority Adv. Council	Juneteenth Celebration	6/9/2025	161441		7,500
Mayor's Youth Advancement Council	Donation	6/11/2025	Transfer		500
Friends of the Library	NEA Game Fest	9/8/2025	162742		1,000
United Way	Battling for a Better Tomorrow	9/22/2025	163087		5,000
Natl Golf Foundation Consulting Inc	Golf Course Feasibility Study	9/22/2025	163014	\$	8,000
Administrative Expense		i otai Grar	it Award Expense	Þ	245,000
Payee	Description	Date	Check No.	Amo	unt
Christy Appleton	Administrative	YTD	Check	\$	9,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	T	42,865
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH		3,419
Young Investments	Office Space	YTD	Check		3,900
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check		5,067
Insurance & Licenses	Detail Available Upon Request	YTD	Check		540
Professional Services	Detail Available Upon Request	YTD	Check		22,693
Advertising & Promotion	Detail Available Upon Request	YTD	Check		3,072
Supplies	Detail Available Upon Request	YTD	Check		27
Office Supplies	Detail Available Upon Request	YTD	Check		47
Website Hosting/Maint & Design	Detail Available Upon Request	YTD	Check		14,29
A&P Misc Event Sponsorship	Detail Available Upon Request	YTD	Check		2,02
Act wise Event Sponsorship	Detail Available Opon Request		istrative Expense	Ś	106,950
Other				0.00	/
Payee	Description	Date	Check No.	Amo	unt
JHP/Embassy Suites	2024 Reimbursements (Q4)	1/22/2025	159417	\$	61,10
JHP/Embassy Suites	2025 Reimbursements (Q1, Q2)	YTD	Check		111,25
		To	tal Other Expense	\$	172,36
		10	an other Expense		

Date   1/8/2025   YTD   YTD	Check No. 159292 Check Check Check Check Check	Amı Ş	25,478 80,941 269,565
1/8/2025 YTD YTD YTD YTD YTD YTD	159292 Check Check Check Check		16,633 5,623 25,478 80,941 269,565
YTD YTD YTD YTD YTD	Check Check Check Check	\$	5,623 25,478 80,941 269,565
ҮТD ҮТD ҮТD ҮТD	Check Check Check		80,941 269,565
YTD YTD YTD	Check Check		269,565
YTD YTD	Check		269,565
YTD			269,565
	Check		
			937
3/24/2025	160112		1,553
YTD	Transfer		20,000
Total Pro	fessional Service	es \$	420,731
Date	Check No.	Am	ount
4/11/2025	Transfer	\$	4,733,643
YTD	ACH		2,375,000
	4/11/2025	4/11/2025 Transfer	4/11/2025 Transfer \$

ACH 2,375,000

Total Lease Activities \$ 7,108,643

Total Ridge Athletics Center Expense \$ 7,529,374

Payee	Description	Date	Check No.	Amou	ınt
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	\$	42,865
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH		3,279
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check		4,820
Advertising & Promotion	Detail Available Upon Request	YTD	Check		226
Supplies/Meeting	Detail Available Upon Request	YTD	Check		694
Dues & Subscriptions	Detail Available Upon Request	YTD	Check		3,214
		Total Adm	ninistrative Expens	se \$	55,098

Total Prepared Foods Expense \$ 7,584,472

#### Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

Expense					
Payee	Description	Date	Check No.	Amou	nt
Art Advertising, Inc	Printed Material- 500 Flyers	5/8/2025	Mesh Card		130
All Sports Productions Inc	Year 1 Support	5/8/2025	160836		50,000
Arrow Screen Printing	Promotional t-shirts for Skirmish	6/9/2025	Mesh Card		101
ASU FNB Arena	Rental FNB Arena-Award Ceremony	7/8/2025	Mesh Card		69
Peregrine Corporation	Promotional give-aways for Skirmish	8/22/2025	162618		656
		То	Total Event Expense		50,956
		2025 Jonesboro Gra	aval Nat Activities	ć	(50,956

City of Jonesboro, Arkansas Alcoholic Beverage Tax Comparison To Prior Year September 2025

	January	February	March	April	May	June	λlυί	August	September	October	November	December	YTD Totals
TOTALS	\$ 63,917.48	\$ 52,519.46	\$ 57,409.05	\$ 63,261.68	\$ 57,934.86	\$ 49,794.36	\$ 65,565.86	\$ 54,839.05	\$ 58,014.76	N/A	N/A	N/A	\$ 523,256.56

	Current Yr	Prior Yr	¢ Varianco	OzuciacV %
	Month	Month	y variance	/8 Valiance
TOTALS	\$ 58,014.76	\$ 58,014.76 \$ 57,326.08 \$	\$ 688.68	1.2%
	YTD Current	YTD Current YTD Previous	¢ Variance	Wariant /0
	Year	Year	5 variance	% Variance
TOTALS	\$ 523,256.56	\$ 541,388.57	\$ 523,256.56   \$ 541,388.57   \$ (18,132.01)	-3.3%

Prior Yr

**Current Yr** 

	YTD Current Year	YTD Previous Year	\$ Variance	% Variance
FOTALS	\$ 523,256.56	\$ 523,256.56 \$ 541,388.57 \$ (18,132.01)	\$ (18,132.01)	-3.3%

# Fixed Assets Monthly Asset Report - September 2025

Asset	Purchased	Dept	Description	Orig Cost
01-101-11993	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bundle	4,115.40
01-101-11994	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-11995	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-11996	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-11997	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-11998	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-11999	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12000	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12001	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12002	09-15-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12003	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12004	09-08-2025	02Police	Laptop Panasonic FZ-55 Toughbook with CF-SVCP Bund	4,115.40
01-101-12005	09-08-2025	02Police	Copy Machine Sharp BP-C535WD	2,924.08
			Police	52,308.88
02-100-1510	09-22-2025	50Street	Lift Bendpak HDS-14XT lift - installed	10,826.13
			Street	10,826.13
05-100-2934	09-08-2025	80Park	Sign 5 x 12 for Shooting Range	3,797.50
05-100-2935	09-08-2025	80Park	Splash pad at Allen Park	200,407.00
05-100-2936	09-22-2025	80Park	2026 Chevrolet Crew Cab 1500 4x2 - White - Urban Parks	41,506.80
05-100-2937	09-22-2025	80Park	2026 Chevrolet Crew Cab 1500 4x2 - White - Programs	41,506.80
05-100-2938	09-22-2025	80Park	2026 Chevrolet Crew Cab 1500 4x2 - White - Parks Admin	43,631.50
05-100-2939	09-22-2025	80Park	Pavilion 30' x 60' x 10' r replacement Rotary	20,687.78
05-100-2940	09-22-2025	80Park	Pavilion 30' x 60' x 10' at Access #3 - to replace old	20,687.78
			Parks - Administration	372,225.16
Totals				435,360.17

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	\$7,528,207.34	\$7,620,154.95	\$7,621,118.25	\$7,475,320.91	\$7,518,657.53	\$7,828,559.96	\$7,528,207.34
Additions:							
Employer Contributions	32,841.94	47,332.71	31,255.48	31,074.39	30,764.11	30,277.50	203,546.13
Employee Contributions	39,160.94	56,999.01	37,844.14	37,947.01	37,638.59	37,129.86	246,719.55
Other Additions	(6,283.76)	8,291.91	9,004.45	9,692.33	8,742.70	15,386.93	44,834.56
Total Additions	65,719.12	112,623.63	78,104.07	78,713.73	77,145.40	82,794.29	495,100.24
Deductions:							
Plan Distributions	178,509.29	86,544.87	8,057.06	57,832.59	56,821.85	20,907.11	408,672.77
Administrative Expenses	10,767.59	2,858.60	3,224.30	10,420.26	2,349.57	3,030.40	32,650.72
Other Deductions	-		-	1			
Total Deductions	189,276.88	89,403.47	11,281.36	68,252.85	59,171.42	23,937.51	441,323.49
Adjustments:							
Unrealized Investment Gain(Loss)	215,505.37	(22,256.86)	(212,620.05)	32,875.74	291,928.45	262,572.91	568,005.56
Other Adjustments	-	-	<u>-</u>	-	-	_	
Total Adjustments	215,505.37	(22,256.86)	(212,620.05)	32,875.74	291,928.45	262,572.91	568,005.56
Ending Balance	7,620,154.95	\$7,621,118.25	\$7,475,320.91	\$7,518,657.53	\$7,828,559.96	\$8,149,989.65	8,149,989.65

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	\$8,149,989.65	\$8,168,248.18	\$8,457,348.44	\$8,662,865.80	\$8,662,865.80	\$8,662,865.80	\$7,528,207.34
Additions:							
Employer Contributions	29,973.68	44,774.36	29,835.62				308,129.79
Employee Contributions	37,081.82	55,639.07	37,086.40				376,526.84
Other Additions	15,537.62	12,432.23	31,224.65				104,029.06
Total Additions	82,593.12	112,845.66	98,146.67	-	-	-	788,685.69
Deductions:							
Plan Distributions	75,125.99	5,279.21	86,115.22				575,193.19
Administrative Expenses	12,011.52	2,539.22	2,279.35				49,480.81
Other Deductions	3,537.44	3,542.00	- ·				7,079.44
Total Deductions	90,674.95	11,360.43	88,394.57			-	631,753.44
Adjustments:							
Unrealized Investment Gain(Loss)	26,340.36	187,615.03	195,765.26				977,726.21
Other Adjustments		· Wight street to proceed the	erwisking between the Contraction			este de oue-control con	
Total Adjustments	26,340.36	187,615.03	195,765.26		-	-	977,726.21
Ending Balance	8,168,248.18	\$8,457,348.44	\$8,662,865.80	\$8,662,865.80	\$8,662,865.80	\$8,662,865.80	\$8,662,865.80

<sup>\*</sup>Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.

<sup>\*</sup>The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

#### Non-Uniform Pension Account Changes in Position 2025 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	\$10,627,421.56	\$10,825,480.72	\$10,843,492.15	\$10,565,201.74	\$10,539,479.26	\$10,769,606.30	\$10,627,421.56
Additions:							
Employer Contributions		<u>-</u>				<u>.</u>	
Other Additions	2,838.33	2,458.15	2,134.37	1,676.01	1,466.60	2,221.09	12,794.55
Total Additions	2,838.33	2,458.15	2,134.37	1,676.01	1,466.60	2,221.09	12,794.55
Deductions:							
Pension Benefits	42,928.50	46,885.44	44,963.94	44,963.94	45,573.29	45,348.56	270,663.67
Administrative Expenses	4,189.96	993.54	994.47	2,082.37	3,079.08	1,593.44	12,932.86
Other Deductions	÷ 10						
Total Deductions	47,118.46	47,878.98	45,958.41	47,046.31	48,652.37	46,942.00	283,596.53
Adjustments:					3.3		
Unrealized Investment Gain(Loss)	242,339.29	63,432.26	(234,466.37)	19,647.82	277,312.81	306,384.10	674,649.91
Other Adjustments	-					4.2	
Total Adjustments	242,339.29	63,432.26	(234,466.37)	19,647.82	277,312.81	306,384.10	674,649.91
Ending Balance	\$10,825,480.72	\$10,843,492.15	\$10,565,201.74	\$10,539,479.26	\$10,769,606.30	\$11,031,269.49	\$11,031,269.49

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	\$11,031,269.49	\$11,038,140.78	\$11,193,319.50	\$11,339,844.31	\$11,339,844.31	\$11,339,844.31	\$10,627,421.56
Additions:							
Employer Contributions	-	-	·				_
Other Additions	2,696.95	2,949.67	2,249.36				20,690.53
Total Additions	2,696.95	2,949.67	2,249.36	-	-	-	20,690.53
Deductions:							٥
Pension Benefits	45,348.56	45,348.56	45,587.37				406,948.16
Administrative Expenses	4,251.51	993.36	993.26				19,170.99
Other Deductions	5 10						-
Total Deductions	49,600.07	46,341.92	46,580.63	-	-	-	426,119.15
Adjustments:	The state of						
Unrealized Investment Gain(Loss)	53,774.41	198,570.97	190,856.08				1,117,851.37
Other Adjustments							<u>.</u>
Total Adjustments	53,774.41	198,570.97	190,856.08	-	-	-	1,117,851.37
Ending Balance	\$11,038,140.78	\$11,193,319.50	\$11,339,844.31	\$11,339,844.31	\$11,339,844.31	\$11,339,844.31	\$11,339,844.31

<sup>\*</sup>The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

Schedule of Appropriation		Activity	
Funding	Amount		
2024 Carryover Funding	8,627,165		

			Total	Open PO	Remaining
Project	Appropriation	2025	Activity	Remaining	Amount
Demolition of 100 W. Washington	3,250,000	3,295,344	3,295,344	-	(45,344)
Mosquito Abatement	139,604		-	=	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000		1=	:-	3,200,000
Humanitarian	500,000	235,609	235,609	264,391	-
Comprehensive Growth Plan	855,000		·=		855,000
Total	7,944,604	3,530,953	3,530,953	264,391	4,149,260

Unappropriated Funding	682,561

# Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	7,944,604
Unappropriated ARPA Revenue Replacement Funds	682,561
ARPA Revenue Replacement Appropriations	7,944,604
ARPA Revenue Replacement Expenditures	3,530,953
ARPA Revenue Replacement Open PO Remaining	264,391
<b>Unexpended ARPA Revenue Replacement Appropriations</b>	4,149,260
Unappropriated ARPA Revenue Replacement Funds	682,561
Unexpended ARPA Revenue Replacement Appropriations	4,149,260
Fund Balance	4,831,821

#### Capital Improvement Detail by Project

General Fund Grants	d Supported Projects		Grant/ Other	Budget	Contr Appr, Sch Adj	Funding Reapprop	Revenue/ Donation	Total Funding	2025 Activity	Open PO Remaining	\$ Remaining
Grants	a supported i rojects										
	University Heights Trail	1,709,908	316,000					2,025,908	30,103	4,380	1,991,425
	Downtown to A-State	976,438			38,201			1,014,639	505,694	546,625	(37,680)
	Johnson Lighting/N. Main Pedestrian		3,380,133		1,272,811			4,652,944	6,353	139,748	4,506,844
Parks Admin	Parks Master Plan	1,357,453		300,000		(146,520)		1,510,933	922	11,393	1,498,618
	Plan Implementation-Vehicles					146,520					12121-210-21
	Parks Security Camera Upgrade	31,745						31,745	3,388		28,357
Softball	Field 10 Flip	2,172						2,172	10,082		(7,910)
Urban Parks	Various Park Improvements	14,590	301,030	300,000		(122,000)		493,620	170,991	20,688	301,941
	New Park (Pocket/Neighborhood)  Dog Park & Other	32,691		300,000				332,691	11,660	306,612	14,419
	Northeast Park	_	1,000,000		1,129,675		100,000	2,229,675	511,158	164,975	1,553,542
CFP	Walking Trail Lights	144,000			28,000	23,748		195,748	252,699	20.,0.0	(56,951)
	50 Spot Parking Lot	381,574			,			381,574	,		381,574
	Overlay Back Half of Loop Road	167,385						167,385			167,385
	Trail Spur from Entrance	23,748				(23,748)		-			,
JMC	Soccer Field Imp/Artificial Turf	116,105						116,105	107,701	8,404	(0)
	Concession Siding	29,100						29,100	2	33,812	(4,712)
Admin	Welcome Signs	12,309						12,309			12,309
Comm Ctr	Winter Wonderland	22,253				122,000		144,253	60,750	81,750	1,753
	Allen Park Playground	514,823	190,000					704,823	561,645	59,424	83,754
	Parker Park Pool	24,970						24,970	21,998		2,972
SSC	Shooting Range (All)	167,661						167,661	33,634	160,026	(25,999)
	Total General Fund Projects	\$5,728,925	\$5,187,163	\$900,000	\$2,468,687	\$0	\$100,000	\$14,238,255	\$2,288,778	\$1,537,837	\$10,411,640
Street Fund	Supported Projects										
Engineering	Misc. Drainage Projects			500,000				500,000	430,989	6,750	62,261
	NEA Development (NEAIDC)	-		171,250				171,250			171,250
	Misc Street Projects	36,775		500,000				536,775	479,028	64,397	(6,650)
	Sidewalks/Misc Concrete	-		500,000				500,000	465,539		34,461
	Cway/Prkr/Fox Mead-ROW/Util	28,324						28,324	30,774	3,940	(6,390)
	Railroad Maintenance	-		400,000				400,000	298,787	69,636	31,578
	AHTD100657 MLK Ext- 100% Reimb	38,000	-					38,000	11,542	38,458	(12,000)
	AHTD100881 Hwy 1-B Widening	51,545						51,545	10,005	41,540	(0)
	AHTD100879 49/I555-49/Parker	47,741						47,741	2,524	32,102	13,114
	AHTD101247 49/Christ Valley Int Imp				575,000			575,000	5,000		570,000
	Street Overlays	324,486		1,000,000				1,324,486	572,936	685,744	65,805
	Total Street Fund Projects	\$526,871	\$0	\$3,071,250	\$575,000	\$0	\$0	\$4,173,121	\$2,307,124	\$942,568	\$923,429
Total Capital	Improvement	\$6,255,796	¢E 107 163	\$3,971,250	\$3,043,687	\$0	\$100,000	\$18,411,376	¢4 505 003	£2.490.405	\$11,335,069

Schedule of Bond Issuance	
Funding	Amount
Par Amount	17,595,000.00
Plus: Reoffering Premium	169,648.70
Less: Underwriter's Discount	(112,608.00
Less: Bond Insurance Premium to Assured Guaranty	(85,870.86
Less: Rating Fee to Assured Guaranty	(19,985.00
Less: Surety to Assured Guaranty	(13,481.76
Net Bond Proceeds	17,532,703.08
Issuance Costs	Amount
Bond Counsel: Friday, Eldredge & Clark	64,000.00
Financial Advisor: Crews & Associates	47,095.00
Publication Costs: Jonesboro Sun	3,050.00
Trustee Origination & 2025 Annual Fee: FSB	1,200.00
Total Issuance Costs	115,345.00
	***************************************
Net Project Fund Proceeds from Issuance	17,417,358.0

Schedule of Revenue & Expenses		Activity			
Revenue					
		2025	Total		
Interest Earned		81,888.42	81,888.42		
Total Revenue Contributing to Project Funding		81,888.42	81,888.42		
Expenses				·	
Project	Appropriation	2025	Total	Open PO	Remaining
E-911/Public Safety Center	5,500,000.00	26,250.00	26,250.00	344,451.00	5,129,299.00
Caraway Rd Expansion	5,500,000.00		-	-	5,500,000.00
Pedestrian & Trail Connections	5,000,000.00		8	-	5,000,000.00
Jefferson Sidepath		326,503.79	326,503.79	-	(326,503.79
Johnson Sidepath			-	119,361.00	(119,361.00
Prospect/Elizabeth Sidepath			-	-	-
Total Pedestrian & Trail Connections	5,000,000.00	326,503.79	326,503.79	119,361.00	4,554,135.21
Total Project	16,000,000.00	352,753.79	352,753.79	463,812.00	15,183,434.22
Bond Issuance Professional Services		347,540.62	347,540.62		
7.10.11.11.11.11.11.11.11.11.11.11.11.11.	46,000,000,00	700 204 44	700 204 44	462.042.00	45 400 401 5
Total Project Appropriation & Expenses	16,000,000.00	700,294.41	700,294.41	463,812.00	15,183,434.21
vailable Funding (Addnl projects/Inc cost support)	1,499,246.50				

Schedule of Bond Debt Service Activities	Commitment	2025	Total
Franchise Fee Transfer from General Fund		286,774.89	286,774.89
Total Funding		286,774.89	286,774.89
Interest Expense - Due annually (August)	900,599.60	-	-
Principal Reduction - Due annually (August)	245,000.00	-	-
Trustee Fee \$1,500 Annual (Paid Monthly)	1,500.00	250.00	250.00
Total Expenditure	1,147,099.60	250.00	250.00
ond Debt Service Net Activity		286,524.89	286,524.89

Remaining Annual Commitment Completion @ \$95,591.63 Monthly	860,574.71
Remaining Annual Commitment Completion @ \$95,591.63 Monthly	860,574.71

#### City of Jonesboro Schedule of Depreciation Fund September 2025

#### Overview

	General	Street	- 1	Combined
Beginning Fund Balance	\$ 63,646	\$ 339,472	\$	403,118
2024 Approp/25 Depr Fund	3,315,872	651,201		3,967,073
Current Yr Expenditures	(2,561,269)	(498,147)		(3,059,416)
Encumbered	(58,255)	(311,330)		(369,584)
2025 Depr Fund Balance	\$ 759,994	\$ 181,197	\$	941,191

#### **Depreciation Detail by Department**

Description	 eginning Balance	Ар	2024 propriation		2025 Depr Fund		2025 YTD Actual	2000	025 Depr Fund \$ emaining	En	cumbered		025 Depr Fund \$ .vailable
General Fund											394		
Police	\$ 63,646	\$	1,532,700	\$	1,596,346	\$	1,615,133	\$	(18,786)	\$	12	\$	(18,786)
Fire	-		690,493		690,493		64,656		625,837		•		625,837
Inspections	-		=		-				-				-
Animal Services	-		48,034		48,034				48,034		49,309		(1,275)
Planning	-	1100	=		-				-				-
Building Maintenance					-				-		· · · · · · · · · · · · · · · · · · ·		
Code Enforcement	-		79,014		79,014		40,514		38,500		-		38,500
Sanitation - Administration	2				-						-		
Sanitation - Incinerator	-		=		-			1500217-110	-	39500.78230000	:-	200 10101000	-
Sanitation - Residential			538,821		538,821		606,200		(67,379)				(67,379)
Sanitation - Recycling	-		-	200.000	1=		7		-		-		-
Parks - Administration	-		-		-						-		
Parks - Southside	-		80,218		80,218		73,405	301007 00	6,813		8,946	20.000 20.00	(2,132)
Parks - Urban Parks	-		125,133		125,133		105,669		19,464				19,464
Parks - Craighead Forest Park	-		64,675	N. C. C. C.	64,675		61,582		3,093		-		3,093
Parks - Joe Mack Campbell Park	- 1		77,530		77,530		73,803		3,727				3,727
Mayor's Office	-		# 1		•						=	W. 11. O. S. S. S.	-
Parks - Miracle League		10,000					-				-		
Parks - Community Centers	-		<u>-</u>		-		-		-				
Parks - Shooting Complex	-		4,000		4,000		2,042		1,958		-		1,958
Parks - Sports Programs	-		35,648		35,648		30,691		4,957		=		4,957
Admin - Assignment	-		39,606		39,606		37,969		1,637				1,637
Insurance Claim-Total Loss Replacement	 		-		•	MP155 00 543	154,723	98,000,000,000,000	(154,723)	H1 (M. 4.7.1.4. (c) (10.0)	-	Company	(154,723)
Insurance Claim Recovery-Total Loss	7 - 7 - 1		-		11 2 7		(305,117)		305,117				305,117
Total General Fund	\$ 63,646	\$	3,315,872	\$	3,379,518	\$	2,561,269	\$	818,249	\$	58,255	\$	759,994
Street Fund													
Street	\$ 339,472	\$	611,694	\$	951,166	\$	498,147	\$	453,019	\$	311,330	\$	141,690
Street-Engineering	-		39,507		39,507				39,507				39,507
Total Street Fund	\$ 339,472	\$	651,201	\$	990,673	\$	498,147	\$	492,526	\$	311,330	\$	181,197

Name	Application Date	Status	Customer #	# License Type	Location	Contact Address	City. State	Code Phone Email
Amigoss Concrete LLC	9/17/2025	Partial	25001	Concrete-Mfg.Plant	308 Willow Pointe Ct	308 Willow Point Dr	Jonesboro AR	72401 (870) 340-9132 marioarmstrong15605@gmail.com
Blow & Dash	9/30/2025	Active	25022	Beauty & Barbe Shops-Salons	1849 E Highland Dr	580 Hicky Rd W #101	Marianna AR	72360 (501) 319-4485 diamond.kami16@yahoo.com
Brook Telecom Solutions	9/11/2025	Active	24992	Sub-Contractor	Outside Jonesboro	14201 Todd Rd.	N Little Rock AR	3 72113 (857) 210-4316 gabirel.callaghan@brook.net
Clay's Elite Mobile Detail	9/8/2025	Active	24985	Auto Car Wash	Outside Jonesboro	507 Home St	Marked Tree AR	R 72365 (870) 227-2753 clayhaycraft03@gmail.com
Custom Comfort Massage	9/2/2025	Active	24977	Therapist	1000 E Matthews Ave #D	4414 Fox Meadow Cove	Jonesboro AR	72404 (870) 682-3468 customcomfortmassage@gmail.com
Daiso	9/11/2025	Active	24994	Inventory Based Businesses	1111 S Caraway Rd	1900 S State College Blvd	Anaheim CA	92806 (206) 412-7781 mariela.flores@daiso-usa.com
Delta Darlings LLC	9/26/2025	Active	25012	Inventory Based Businesses	2206 E Highland Dr #320	3511 Big Creek Cove	Jonesboro AR	72401 (870) 931-8290 knoell@dnwtruck.com
Design Group Facility Solutions Inc.	9/8/2025	Active	24987	General Contractor	Outside Jonesboro	8027 Forsyth Blvd. #800	St Louis MO	63105 (603) 225-0010 licensing@bwdesigngroup.com
Diversified Street Food	9/19/2025	Active	25004	Delicatessen-Take out	3711 E. Nettleton Ave.	1910 Winesap Drive	Jonesboro AR	72401 (870) 476-0383 reneeswan2021@gmail.com
El Patron Mexican Bar and Grill LLC	9/8/2025	Active	24707	Alcoholic Beverage Permit	1820 S Main St	5418 Nathan Drive	Jonesboro AR	72401 (870) 882-1031 elpatronmexicanbg@gmail.com
Embree Construction Group Inc.	9/29/2025	Active	25016	General Contractor	Outside Jonesboro	4747 Williams Dr	Georgetown TX	( 78633 (512) 819-4700 licensing@embreegroup.com
Gary's Mobile Detailing	9/18/2025	Active	25002	Auto Car Wash	4627 Jeri Cove	4627 Jeri Cove	Jonesboro AR	72401 (870) 253-3879 No email
Grooms By Malorie	9/9/2025	Active	24989	Service Business Not Classified	4313 E Johnson #8	319 Sagewood Dr	Jonesboro AR	72405 (417) 293-1032 maloriejo6@gmail.com
Haley John	9/8/2025	Active	24986	Real Estate-Salesman	314 S Main	Compass Rose Realty LLC 989 Russell Hill Drive	Jonesboro AR	72404 (870) 336-1008 haleyjohnrealtor@gmail.com
Harrison Sign Co	9/5/2025	#	24982	Sub-Contractor	Outside Jonesboro	PO Box 493	Harrison AR	72601 (870) 741-5267 harrisonignbillings@gmail.com
Hunter Luker	9/18/2025	Active	25003	Real Estate-Salesman	314 S Main St	Compass Rose 405 Dixie	Manila AR	72442 (870) 761-7774 Hunterluker24@gmail.com
LAM Fencing & Home Improvement LLC	9/17/2025	Active	24997	Sub-Contractor	2105 Tangle Wood	265 Tanglewood Drive	Jonesboro AR	72401 (870) 704-0486 mikebuilds1992@gmail.com
Las Brisas Bar & Grill	9/26/2025	Active	25015	Restaurant-151 to 225 seats	3800 E Johnson Ave #A	3800 E. Johnson Ave. #A	Jonesboro AR	72405 (870) 819-8378 ranchero101@live.com
Leah's Party Events	9/4/2025	Active	24981	Service Business Not Classified	207 W Alpine	207 W. Alpine	Jonesboro AR	72401 (870) 919-5706 leahspartyevents@gmail.com
Massage by Mika	9/16/2025	Active	24996	Therapist	2217 Woodsprings Rd #A	#A 790 CR 307	Jonesboro AR	72401 (870) 897-2413 mikalester24@proton.me
Mora Signs LLC	9/11/2025	Active	24993	Advertising-Poster/Painter/Neon/N	M Outside Jonesboro	9960 Harwin Dr #A	Houston TX	77036 (832) 667-8835 sales@morsigns.com
MRE Construction LLC	9/8/2025	Active	24984	Sub-Contractor	Outside Jonesboro	421 Timberlake Dr.	Azle TX	76020 (817) 799-4928 paul@mreconstructionllc.com
Neurodiverse Network	9/16/2025	Active	24995	Therapist	301 E Cherry Ave	5210 Koala Drive	Jonesboro AR	72404 (870) 930-5190 joanne.gurley99@gmail.com
Nextgen Ag	9/22/2025	Active	25008	Service Business Not Classified	704 Mardis Dr.	704 Mardis Dr.	Jonesboro AR	72404 (870) 844-1127 nectgen-ag@outlook.com
Offset Electric LLC	9/10/2025	Active	24990	Sub-Contractor	Outside Jonesboro	906 N. Johnson Street	McCrony AR	72101 (870) 880-0069 daltongrant4@yahoo.com
Rockstar Massage	9/5/2025	Active	24983	Therapist	2008 Wilkins Ave	1405 Brookhaven	Jonesboro AR	72401 (501) 283-1144 joangela.woods@gmail.com
Rusken Packaging Inc.	9/25/2025	Active	25010	Distributors	3505 S Airport	PO Box 2100	Cullman AL	35056 (870) 578-9572 ap@rusken.com
RW Supply & Design	9/26/2025	Partial	25014	Service Business Not Classified	411 W Washington Ave	dba Real Wood Floors 1054 Chestnut Rd	West Plains MO	0 65775 (417) 505-9592 mdt@rwbrands.com
Stage Too	9/29/2025	Active	24478	Alcoholic Beverage Permit	330 S Main St.	Nobles Earth 1300 S. Church St #E6	Jonesboro AR	72401 (870) 530-1919 brian.nobles81@gmail.com
The Cotton Club LLC	9/25/2025	Active	25011	Restaurant-151 to 225 seats	201 S Main St	Hot Rock Culture Club 201 S Main St	Jonesboro AR	72401 (870) 926-2595 bakertave@gmail.com
The Sherwin-Williams Co. #721111	9/22/2025	Active	25006	Inventory Based Businesses	3606 E Johnson Ave	Attn: Tax Department PO Box 6027 Tax Dept. #721 Cleveland OH	1 Cleveland OH	44101 870 bltax@sherwin.com
Tone Crusher Nike Outlet	9/3/2025	Active	24979	Computer Business-Online included Outside Jonesboro	d Outside Jonesboro	207 E Missouri Street	Blytheville AR	72315 (870) 819-7406 tonecrusher21@gmail.com
TV Rex LLC	9/26/2025	Active	25013	Sub-Contractor	Outside Jonesboro	2955 Silver Ridge Rd	Drasco AR	72530 (870) 919-3898 tvrexservice@outlook.com
USave Car & Truck Rental	9/29/2025	Active	25017	Auto Leasing & Rentals	3407 Red Wolf Blvd.	PO Box 429	Walnut Ridge AR 72476	R 72476 (870) 972-6839 dcavanaugh@cavanaughgroup.com
Vi's Gifts & Things	9/9/2025	Active	24988	Miscellaneous Occupation	2112 Shoshoni	2112 Shoshoni Dr.	Jonesboro AR	72401 (870) 680-7654 violahenry1963@gmail.com
Wilson Global General Contracting	9/24/2025	Active	25009	General Contractor	Outside Jonesboro	PO Box 6480	Hot Springs AR	
Zeelicious Effects	9/4/2025	Active	24980	Beauty & Barbe Shops-Salons \$15 e. 1206 Stone St #A	e: 1206 Stone St #A	407 Joy Ln	Jonesboro AR	72401 (870) 340-9283 Zjwork03@gmail.com