



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda City Council

Thursday, July 5, 2018

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of an unimproved seven and one-half feet (7.5') wide utility easement as requested by Matt and Lori Chandler

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-18:038 PRESENTATION BY STATE REPRESENTATIVE BRANDT SMITH TO THE JONESBORO POOL CENTER LIFEGUARDS SHELBY CORN, ALEXIS KAPALES, AND BRYCEN THOMAS

Sponsors: Mayor's Office

COM-18:042 PRESENTATION BY MAYOR PERRIN TO MISS ARKANSAS CLAUDIA RAFFO

Sponsors: Mayor's Office

5. CONSENT AGENDA

MIN-18:060 MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 19, 2018

Attachments: [Council Minutes 06192018.pdf](#)

RES-18:086 A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

6/19/18

Public Safety Council
Committee

Recommended to Council

RES-18:090 A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE
OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [PIZZA INN CONTRACT SSSBC](#)

Legislative History

6/19/18	Public Services Council Committee	Recommended to Council
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RES-18:091 A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD
SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [FIRST COMMUNITY BANK](#)

Legislative History

6/19/18	Public Services Council Committee	Recommended to Council
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RES-18:092 A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR
SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [JUNIOR AUXILIARY](#)

Legislative History

6/19/18	Public Services Council Committee	Recommended to Council
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RES-18:098 A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.

Sponsors: Parks & Recreation

Attachments: [JONEBORO JETS EXHIBIT A](#)

Legislative History

6/26/18	Finance & Administration Council Committee	Recommended to Council
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RES-18:099 RESOLUTION FOR THE ADOPTION OF AN AMENDED REGULATED PRIVILEGE
LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT

Sponsors: Finance

Attachments: [Privilege License Fees June 2018](#)

Legislative History

6/26/18	Finance & Administration Council Committee	Recommended to Council
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6. NEW BUSINESS

RES-18:101 A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2018 ANNUAL
ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK

GRANT (CDBG) PROJECTS AND BUDGET

Sponsors: Grants and Community Development

Attachments: [2018 Action Plan DRAFT](#)

Legislative History

6/26/18 Finance & Administration Recommended to Council
Council Committee

*RESOLUTIONS TO BE INTRODUCED***RES-18:104**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE JONESBORO LAND BANK COMMISSION BYLAWS

Sponsors: Mayor's Office and Land Bank Commission

Attachments: [Land Bank Bylaws 2018.pdf](#)

*ORDINANCES ON FIRST READING***ORD-18:044**

ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED SEVEN AND ONE HALF FEET (7.5') WIDE UTILITY EASEMENT AS REQUESTED BY MATT AND LORI CHANDLER

Attachments: [Lot 4 Abandonment Petition.pdf](#)
[Easement Release Prairie Meadows-Bono.pdf](#)
[Lot 4 Abandonment Resolution REVISED.pdf](#)
[Lot4PrairieMeadowPh1-Att-Response.pdf](#)
[Lot4PrairieMeadowPh1-CenterPoint-Response.pdf](#)
[Lot4PrairieMeadowPh1-CWL-Response.pdf](#)
[Lot4PrairieMeadowPh1-Ritter-Response.pdf](#)
[Lot4PrairieMeadowPh1-Suddenlink-Response-Signed.pdf](#)
[Lot4PrairieMeadowPh1-UtilAband-Ritter.pdf](#)
[Lot4Replat-AbandonDrawing.pdf](#)
[Petitions.pdf](#)
[Utility Abandonment - Carlos - Prairie Meadows Ph. 1.pdf](#)

ORD-18:045

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY

Sponsors: Fire Department, Information Systems and Finance

Attachments: [Jonesboro, AR- StreetWise CADlink Service Agreement \(2\).pdf](#)
[Integration for Relativity and Streetwise](#)
[Turn-Key Mobile Proposal](#)
[iPad Cost](#)
[Display Cost](#)

EMERGENCY CLAUSE

Legislative History

6/26/18

Finance & Administration
Council Committee

Recommended to Council

ORD-18:046

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2, DOWNTOWN FRINGE COMMERCIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT FOR PROPERTY LOCATED AT 920 UNION STREET AS REQUESTED BY JOHN EASLEY ON BEHALF OF FIRST UNITED METHODIST CHURCH

Attachments:[Application.pdf](#)[Staff Summary - Council.pdf](#)[Rezoning Plat.pdf](#)[Warranty Deed and Transfer.pdf](#)[Plat FUMC.pdf](#)[Rezoning ordinance for FUMC.pdf](#)**7. UNFINISHED BUSINESS****8. MAYOR'S REPORTS****9. CITY COUNCIL REPORTS****10. PUBLIC COMMENTS****11. ADJOURNMENT**



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-18:038 **Version:** 1 **Name:** PRESENTATION BY STATE REPRESENTATIVE BRANDT SMITH TO THE JONESBORO POOL CENTER LIFEGUARDS SHELBY CORN, ALEXIS KAPALES, AND BRYCEN THOMAS

Type: Other Communications **Status:** To Be Introduced

File created: 6/8/2018 **In control:** City Council

On agenda: 7/3/2018 **Final action:**

Title: PRESENTATION BY STATE REPRESENTATIVE BRANDT SMITH TO THE JONESBORO POOL CENTER LIFEGUARDS SHELBY CORN, ALEXIS KAPALES, AND BRYCEN THOMAS

Sponsors: Mayor's Office

Indexes: Presentations

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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PRESENTATION BY STATE REPRESENTATIVE BRANDT SMITH TO THE JONESBORO POOL CENTER LIFEGUARDS SHELBY CORN, ALEXIS KAPALES, AND BRYCEN THOMAS



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-18:042 **Version:** 1 **Name:** PRESENTATION BY MAYOR PERRIN TO MISS ARKANSAS CLAUDIA RAFFO
Type: Other Communications **Status:** To Be Introduced
File created: 6/19/2018 **In control:** City Council
On agenda: 7/5/2018 **Final action:**
Title: PRESENTATION BY MAYOR PERRIN TO MISS ARKANSAS CLAUDIA RAFFO
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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PRESENTATION BY MAYOR PERRIN TO MISS ARKANSAS CLAUDIA RAFFO



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-18:060	Version:	1	Name:	MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 19, 2018
Type:	Minutes	Status:	To Be Introduced		
File created:	6/20/2018	In control:	City Council		
On agenda:	Final action:				
Title:	MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 19, 2018				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Minutes 06192018.pdf				

Date	Ver.	Action By	Action	Result
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MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 19, 2018



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, June 19, 2018

5:30 PM

Municipal Center

PUBLIC SERVICES COMMITTEE MEETING AT 4:30 P.M.

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 12 - Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

Approval of the Consent Agenda

Councilmember Joe Hafner asked that RES-18:082 be removed from the consent agenda. Councilmember Chris Moore motioned, seconded by Councilmember Bobby Long, to adopt the consent agenda without RES-18:082. All voted aye.

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

Aye: 12 - Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

[MIN-18:057](#)

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 5, 2018

Attachments: [Minutes05-Jun-2018.pdf](#)

This item was APPROVED on the consent agenda.

[RES-18:078](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO NAME THE CRAIGHEAD FOREST PARK LEVEE THE RALPH MATTIX LEVEE

Attachments: [Bob Gibson Letter.pdf](#)
 [Charles Frierson Letter.pdf](#)
 [Craighead Forest Park Brief History.pdf](#)

This item was **APPROVED** on the consent agenda.

[RES-18:087](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOWEST RESPONSIVE BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR JONESBORO THE SHOOTING SPORTS COMPLEX ENTRANCE ROAD PHASE 1A (2018:27)

Attachments: [Contract Documents 2018 27.docx](#)
 [Bid Tabulation](#)

This item was **APPROVED** on the consent agenda.

[RES-18:089](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY

Attachments: [Recycle Processing Contract 7-1-18.docx](#)

This item was **APPROVED** on the consent agenda.

6. NEW BUSINESS

[RES-18:082](#) A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO PARTNER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE 2016-2020 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) JONESBORO AREA PARTNERING PROJECTS

Attachments: [Attachment A](#)
 [Attachment B](#)
 [Jonesboro Partnering Agreement and Resolution - revised 5-3-18](#)

Councilmember Joe Hafner stated the reason he asked for this to be pulled is that he thought it was important to clarify a couple of points. Number one, this \$7.8 million is the same \$7.8 million that the council voted to approve back in 2016. So, it has already been accounted for in the budget and it is reflected in the budget. I think a little bit of it has already been spent too. The second thing I wanted to clarify is if you compare the spreadsheet in the agenda that shows about \$51.4 million in projects, compared with the \$94.8 million projects showed back in 2008, my first thought was did we lose \$40 million. I spoke with Alec Farmer and I spoke with Mayor Perrin. I just want to clarify that we haven't lost it. Some has been pushed out to 2021-2022 projects which isn't reflected on this spreadsheet since it cover 2016-2020. So, we haven't lost money. Some of the money has actually been reallocated a little bit, but it is the same money that the council approved back in 2016. We are still getting \$90 million for our \$7.8 million. Is that correct? Mayor Perrin said that is correct. This is not new money and maybe the advertisement or the article in the paper might have thought that this might be a whole new deal, but that is not the case. I appreciate you bringing that up.

Patti Lack, 4108 Forest Hill Road, said I know I am kind of like a little bug that keeps

on hitting Harrisburg Road and I think, once again, it goes back to that I live out there and I think it is really important. I saw the article in the paper and it lists Harrisburg Road still down on the line to be coming up. I haven't seen anything. We have had a couple of people get in touch with Brad Smithee, District Engineer at the Arkansas Department of Transportation. He didn't say really too much about what is going on. I just hope that the public is aware of when things start working out there. But, I think with this city and that article, with the city having funds that are low and the state having funds, is that might be one project that we kind of put to the side. We definitely need help out there. We need right-hand turn lanes and we need a center turn lane. I don't know how the five-lanes is going to go at Forest Hill Road. I have to say that this something that kind of bothers me in a way. Someone was talking to Brad Smithee and we found out that it was the city that approached the state to widen Harrisburg Road. It wasn't the state that requested or said that it was a need. So, it might be one of those roads that we kind of put off and maybe put that money towards other roads that would make the Jonesboro traffic flow a little bit better. We definitely need help out there, but when the time comes, I hope that the city lets that area know what goes on and how we can make it kind of keep the beauty of it because that was one of the issues that we had when the \$2 million extension came up. I think we can just use it for a little bit better project. We found out that the traffic on Stadium Blvd. was really 19,000 cars. So, they have increased from 666 cars to almost 800 cars every hour that you have. I hope you all take that into consideration when that time comes up.

Mayor Perrin said there are a couple of things that I need to respond to. One, I did approach the Highway Department in order to make that extension because I firmly believed in the safety of that to extend that up there. Two, the engineering firm, Fisher & Arnold, is working on the plans as we speak to continue. That process will continue. Just as soon as they can get it done, then we will start construction on that project. I just talked with City Engineer Craig Light this last week and he had talked to Fisher & Arnold. As soon as those plans are done, then we will put that out for bid and they will go ahead and go forward on it. You will be notified. Everybody in that area will be notified before they start construction. So, we will do a press release on it and all of that, but I wanted to make sure you that you understood that. Ms. Lack said I understand that, but I think some of the issues that we had talked about with the \$2 million was the safety of the school buses, with kids crossing over Harrisburg Road to get to the bus or to the JETS bus stop, in consideration of those people's houses at the end of the street, I think that was a lot of the big issues. So, I think there is a way to do it and I think there is a better way to do it. I hope you all take into consideration what was all said at that \$2 million vote.

Mayor Perrin said first of all, the \$2 million stays in reserves. Number two, the plans will be drawn just exactly like they were in the very beginning. They have started now. We have turned them loose to Fisher & Arnold. Plans will be done very quickly. Ms. Lack asked when will the public be able to see that? Mayor Perrin said that sure, you will be able to see that. Anything we do here, you can see it. But, I am just saying, that as soon as we get the plans done, then we will have those plans and will be glad to give you a copy of them. But, then they will go for bid. The Highway Department has full control of this. We do not have anything to do as far as putting that out for bids. The Highway Department will put that out for bids. Then, they will get a contract and start construction as soon as possible. Ms. Lack said my bottom line is that I think there are better ways to spend government money and city money. Mayor Perrin said we are only spending the money that was allocated in the STIP Plan for the project. Ms. Lack said right. Mayor Perrin said that is all that we are spending. The \$2 million is out. We are only spending what was allocated. You are getting exactly what you asked for. That is going to be a five-lane road which will end at Forest Hill Road. Ms. Lack

said right, what I am saying is to make it work out better instead of just ending it right there. Mayor Perrin said we are trying to do everything we can because it is going to be a serious intersection when you take five-lanes down to that road and stop. Ms. Lack said right. Mayor Perrin said it will be extremely dangerous, but I have talked to City Engineer Craig Light about that and we may have to pull some curb back and some things of that nature and we are going to do it every way we can to make it safe. Ms. Lack said ok, well, we will be watching. Mayor Perrin said sure. I bet you will. Thank you. Ms. Lack said thank you.

A motion was made by Councilperson Charles Frierson, seconded by Councilperson Chris Moore, that this matter be Passed . The motion PASSED with the following vote.

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

RESOLUTIONS TO BE INTRODUCED

[RES-18:096](#)

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 7.5' FEET WIDE UTILITY EASEMENT BY MATT AND LORI CHANDLER

Attachments:

[Lot 4 Abandonment Petition.pdf](#)
[Lot 4 Abandonment Resolution.pdf](#)
[Lot 4 Abandonment Ordinance.pdf](#)
[Lot4Replat-AbandonDrawing.pdf](#)
[Lot4PrairieMeadowPh1-Att-Response.pdf](#)
[Lot4PrairieMeadowPh1-CenterPoint-Response.pdf](#)
[Lot4PrairieMeadowPh1-CWL-Response.pdf](#)
[Easement Release Prairie Meadows-Bono.pdf](#)
[Lot4PrairieMeadowPh1-Ritter-Response.pdf](#)
[Lot4PrairieMeadowPh1-Suddenlink-Response-Signed.pdf](#)
[Planning and Engineering Letter](#)
[Petitions.pdf](#)

Mayor Perrin requested a motion to move the Council meeting from Tuesday, July 3, 2018 to Thursday, July 5, 2018. If this motion is made, this Public Hearing could be held on Thursday, July 5, 2018 at 5:20 p.m.

City Attorney Carol Duncan said the Arkansas code 19-3814 referred to in RES-18:096 can't be right.

City Clerk Donna Jackson stated that we need a separate motion to change the meeting from July 3, 2018 to July 5, 2018 and include the committee meeting.

Councilmember John Street motioned, seconded by Councilmember LJ Bryant, to move the City Council meeting and the Public Works Committee meeting from Tuesday, July 3, 2018 to Thursday, July 5, 2018. All voted aye.

Councilmember David McClain asked if this was just to set the Public Hearing. Mayor Perrin said that was correct.

Ms. Duncan asked if Ms. Jackson would remind her, they would fix that statute

number because she knows that is not correct. Ms. Jackson said ok. Ms. Duncan said we will get that fixed tomorrow so that is correct when we come back.

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

Aye: 12 - Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

[ORD-18:035](#)

AN ORDINANCE FOR A PRIVATE CLUB PERMIT

Attachments: [AN ORDINANCE FOR A PRIVATE CLUB PERMIT.pdf](#)
[Alcohol Private Club Application_Holiday Inn_Kazi_Redacted.pdf](#)

Councilmember Mitch Johnson said as a point of order we should be going ahead and having a motion and a second for these before we start discussion.

Councilmember Bobby Long said during the discussion I would like to ask Mr. Kazi some questions. As he is coming, I would like to make a few statements. This procedure is new not only to the city council of Jonesboro, but all other council's around the state who have non-profits wishing to obtain private club licenses. All non-profits holding a private club license can dispense alcohol as a reserve pool or a private locker. In this way, these establishments can, in essence, and in all legality, sell and dispense alcohol in a dry county. A new part of the process was introduced not long ago which returned the initial approval of the private club application to the city in which the establishment was going to operate and sell alcohol. The first document listed as required in the state of Arkansas' application for private club permit under bullet point 4 section A reads, "Pursuant to ACT 1112 of 2017, all new private club applications must be submitted with an ordinance from the governing body of the county or municipality in which the private club wishes to be located, approving the application."

Many were hesitant of the new responsibility, but I for one, was ecstatic. The onus of responsibility of whether to approve or reject a private club application should rest initially with us and hold great influence as to the final approval from the state. For too long that responsibility was outside the direct influence of the communities that are affected, good or bad, by these establishments, but now, that responsibility rests where it should and that is with us. The responsibility should be handled with the gravity it demands.

To get more insight into how the state sees this partnership with the councils working and to get a better understanding of the requirements of these private clubs, I called the state ABC board on June 6th and had a very lengthy discussion with the ABC Board Attorney Michael Harry.

In discussing the different rules, regulations, and requirements that owning a private club permit entails, it becomes very evident that many of the questions I will be posing to the applicant are not only relevant, but essential to the overall success and purpose

of the process. As Mr. Harry stated, "these are not only fair questions, but they are questions that should be asked." The questions that I will be asking are not "trick" questions. They are, however, designed to give me a better understanding on whether or not the applicant is fully aware of the requirements of operating a private club under a non-profit and are they currently complying with or are they currently capable of complying with these requirements.

I am not against these non-profit establishments seeking private club licenses. I do feel that if one is going to operate a private club under a non-profit and be the recipient of the benefits of them, that they should be able to demonstrate a working knowledge of what they are, how they operate, the regulations they are subject to, and know how their non-profit operates within those parameters. That is what my questions are hoping to establish. I have a few questions for Mr. Kazi.

Mr. Kazi, what is your policy and procedure on maintaining a membership book with addresses? Mr. Naziroddin Kazi said that we are a hotel. So obviously, we are going to have all of our guests already entered in a database at the hotel and then we will have secondary registry. They call it a point-of-sale system. So, they will have that book next to the point-of-sale system to sign up people. That will be how they are able to purchase alcohol. Councilmember Long asked if there would be two separate books, one for the hotel guests and one for the members. Mr. Kazi said that not all hotel guests are going to be drinking. You cannot automatically just sign them up. The person has to want to sign up. Councilmember Long asked will two separate books will be kept, correct? Mr. Kazi said yes. The hotel is one side and then we have the bar and restaurant. On the bar, there is a separate point-of-sale system. Councilmember Long asked if both parts of the establishment are under the non-profit, right? Mr. Kazi said no, it is just the restaurant, the Grilling Inn.

Councilmember Long said, since a private club is a non-profit and would I be correct in assuming that you understand what is required of you to run a non-profit since you have ran once since 2016? That is when it was established, right? Mr. Kazi said yes. Councilmember Long asked, what is the name of your non-profit? Mr. Kazi said that it is Shark Holdings, LLC. You have to remember that we have multiple businesses like we own five hotels here in Jonesboro and we just purchased the old Holiday Inn. In our constructions, we have a lot of LLC's. Councilmember Long said Shark Holdings, LLC is the name of the non-profit and is has been in existence for two years. Part of that non-profit though, as with most non-profits, is that they exist to fulfill an identified need in the community which is verbalized in their mission statement. Mr. Kazi, what is the mission statement of your non-profit and what need have you identified in Jonesboro that your non-profit wishes to address?

Mr. Kazi said our mission statement is more personal. It is not generic. I grew up not drinking my entire life. I grew up going to a Baptist church in Mountain View, Arkansas. Drinking and alcohol was never in my thought. We had the opportunity to bring the Holiday Inn back to Jonesboro and part of opening the Holiday Inn is that you have to have a bar and a restaurant. The restaurant wasn't an issue, but the bar was a huge issue with our family. We had in-depth personal discussions of do we want to move forward or do we not move forward. We finally came to a point. We have guests from all over the world. If Jonesboro wants to continue to grow, we are going to have to start catering to these guests who drink. Like if you are Catholic, there is nothing saying that you cannot drink. You just can't get drunk. So, we don't want to segregate them out so we are opening up our personal views to a more nationalistic view. Councilmember Long said that still doesn't answer my question. My question is what is the mission statement of your non-profit and what need have you identified in

Jonesboro that your non-profit wishes to address. Mr. Kazi said with that part, the need is the D.A.R.E Program. The D.A.R.E Program is getting a funding cut so they need money. That is one of the local charities that is going to get money. I have supported the D.A.R.E. Program for at least five years prior to this. Then, we have a new charity called "Stop the Bleeding." I don't know if you are aware of that or not, but Robert Speer can tell you more about that.

Robert Speer, 4116 Raider Road, said thank you for allowing me to address you all. When Mr. Kazi and I were talking about a non-profit organization for the part that is required for a private club, I brought up to him, "Stop the Bleeding" Foundation. You all know that this is a home grown foundation that was started here by Dr. Spencer Guinn, Toby Emerson, and other people in the community to provide first-aid kits to all law enforcement officers, first responders, paramedics. They are \$85 a piece to outfit each person. Also providing for schools that are \$600 or more. A lot of schools in Craighead County and in Jonesboro have been provided with this. So, we are always looking for funding for "Stop the Bleeding." It is no charge for people to attend our classes that are given mostly every month. We have roughly 50 people at each class. So, I asked Mr. Kazi if he would be willing to use us to donate any profits from his establishment to this worthy cause that affects everybody sitting in this room. I hope it is never used on anybody in this room, but it could be. I appreciate your answers Mr. Long. I am like Mr. Kazi. I think it is a worthwhile cause and it is something that has to be done for him to open a great establishment as the Holiday Inn is. Are there any questions? Did I explain myself well enough? Are there any questions about "Stop the Bleeding" or what it provides for the community?

Mr. Kazi said our other charity is St. Jude's and that is a personal choice. Councilmember Long said there were three charities that Mr. Kazi had chosen to give to. How does selling alcohol improve the community of Jonesboro, further the mission of your non-profit, which I still don't think you gave me the mission statement of the non-profit, and meet the communities needs that your non-profit has identified? How is that going to help? Mr. Kazi said well, we are bringing one of the top three national brands to Jonesboro and that puts Jonesboro on the map. Councilmember Long said I am not saying the Holiday Inn per say. My question is how does selling alcohol improve the community of Jonesboro, further the mission statement of the non-profit. Mr. Kazi said to have the Holiday Inn, you have to have a bar in the hotel's restaurant.

Councilmember Chris Moore said I think what Councilmember Long is asking you is are you giving money to the charities. Will you be donating a percentage of your profits to the three charities that you mentioned? Mr. Kazi said all of the profit that comes up will be split three ways from the alcohol sales. Councilmember Long asked, how or can you ensure that guests that are drinking alcohol are drinking it only in the presence of private club members? That is a requirement. Mr. Kazi said it is in there. Councilmember Long asked, how can you ensure that those people who are drinking alcohol are only drinking alcohol in the presence of the private club members? Mr. Kazi said there is an area inside of the hotel where the bar is at. We don't have alcohol by the pool or anything like that or would we have open bars or anything like that in which you might see in a convention.

Councilmember Long asked, do you understand that any citizen entering your establishment can and should report any perceived violation to Melinda Brown with ABC Enforcement at 501-682-8174? Mr. Kazi said yes, and they should. If there is something wrong, it needs to be reported. Councilmember Long said that is all, that is all that I've got. Mr. Kazi asked if anyone else had any questions.

Bob Hester, 7096 CR 333, said I may seem like a broken record, but the same arguments to deny this permit is the same as denying any and all of them. So, this may be deja vu all over again, but I am not going to go through the whole thing. I am not going to hold you as near as long as before. I am going to go through the main points that I went through before. You have all the details and the information on that handout that I gave you before. I went through most of it when I was up here before. All I am going to do is hit the eight main points and elaborate on a couple of those. Here are the eight reasons why this permit should be denied and I believe any permit should be denied in Jonesboro or any place where the people have voted against alcohol. These are all based on undeniable facts as in the handout that I gave you before showed.

The eight reasons are as follows: 1) The private club law is illegitimate and a mockery. 2) Alcohol is not an economic development tool. 3) There is an added danger and crime with more clubs. What kind of price could you put on the two lives that were lost. We know for a fact that they were lost as a result of alcohol being sold in a private club and that is not to count all of the other stuff, some that we know about and some that we don't, but what kind of price could you put on those two lives? 4) There is not adequate enforcement by ABC. This is very important. ABC currently has about the same amount of enforcement officers that they had 20 years ago and probably for a long time. I received an email and I think I covered this in the material before, but I received an email from a retired enforcement officer several years ago and he said with the number of enforcement officers and the number of permits that they had at that time, they could not adequately enforce those regulations. He said it was impossible to do. They couldn't do it and that was 3,500 permits ago. There have been 3,500 permits issued since that time. Now, how on earth are they going to do that? We all know that is impossible. So, we don't need any more of these that can't be regulated because these that we have are not being regulated. It is an impossibility. 5) It is not the will of the people to have alcohol in Jonesboro. We know that by the vote and as long as the votes that way, if it goes the other way, you know, I wouldn't be here. 6) There is no chance to stop these at ABC in Little Rock, and I told you before about spending \$7,500 and going in a circle. We paid an attorney to oppose one of these at the ABC. We felt like we had a good case. We did have a good case, but they sided against us, naturally, like they always do. We appealed it to the appeals court. We paid the attorney again for that. They didn't side against us. They remanded it back to the ABC. They made us go through the same whole process again and made the same decision all over again. And, there we were, spent \$7,500 and went in a circle and got nothing from it. We can't stop these at the ABC. It is virtually impossible. That is why you all are so important if you all will take up the responsibility.

7) Jonesboro is already more than adequately served with permits. This is the one I want to elaborate on a little more. Just briefly anyway. As you know, one thing that the ABC board can consider when deciding whether to grant a permit is whether the area in question is adequately served. And, of course, the area in question is Jonesboro, here tonight. Adequate means sufficient or enough. Are there enough of them already? Are we sufficiently served? Can everybody, on any given night, that wants to drink, go out and get alcohol right now without adding an additional permit? So, the question is, is Jonesboro adequately served with private clubs? Are there enough to serve the public? The answer is absolutely. I don't think anybody can deny that. There are about 53 private club permits currently active in Jonesboro. That is not exact, but I am sure it is close. At least 18 have gone out of business since 2004 which is a pretty good indication that we are more than sufficiently served. You can check the next statement out for yourself. On any given night, including Friday and Saturday nights, of the currently active permitted places, none are full to the point of someone having to stand

in line and are being turned away on any night of the week including Friday and Saturday nights. Remember, all of these permits are exactly the same type. They are not based on cuisine. You can't have one because you have a pizza place or one because you have Italian or because you serve Mexican. There is just one kind of private club permit. We have 53 of the exact same kind of private club permits in Jonesboro that are active. Now, all of these are private, non-profit permits, but how private are they? Unless I am mistaken, you can come from Timbuktu, Washington, D.C., Washington State, New York, Chicago, China, South America, anywhere in the world, come into Jonesboro, wonder into one of these places, order all the booze you want, drink as much as you can. They are supposed to keep an eye on whether you get drunk or not, (We all know that people get drunk in these places.) walk out and never set foot in Jonesboro again. So, how private is that? It is private to everybody in the world. Anybody and everybody can come into it if I am not mistaken and I don't think I am. That is the way it is. There are supposed to be processes and things, but again, these things are not regulated because they can't regulate them. Are they non-profit? I am sure we are all convinced that these restaurants are not making a profit on this alcohol. So, I am sure we are all convinced of that. In other words, no one is lacking a place to obtain or drink alcohol in a private, non-profit club in Jonesboro. Jonesboro is absolutely adequately served or actually over-served. Now, what can be done about this?

I hope I don't offend anyone tonight. I don't intend to, but I am just going to lay it on the line. What can be done to stop this injustice of ignoring the people's vote and forcing alcohol on the public. Forcing alcohol on the public against their will. 8) Act 1112 gives you (the city council) the right and the power to stop this wrong. The very purpose for Act 1112 was to take the decision from ABC and give it back to the local representatives as it should be. I told you about Eddie Joe Williams, the Mayor of Cabot, who went down to the ABC and I was there when it happened, how they insulted him and everything like that. When he became state senator, he got this law passed so the people could have some say, not five unelected bureaucrats, decide what the people in Jonesboro should have. That was the very purpose for this act to give you guys who are elected by the people some way to deal with this. Since facts show that Jonesboro is more adequately served by private clubs, the council could deny this permit. I believe you could deny this permit based on that fact alone, that it is adequately served, although there are these other reasons. If you say your ordinance does not, and I was here before when you talked about your ordinance and all that, if you say your ordinance does not allow you to deny these permits based on the adequacy fact or some other consideration, then this ordinance is worthless and we need a new ordinance because every time this comes up, you will simply be rubber stamping the ABC. Actually, what you do is stamp paperwork, send it to ABC, and they will grant the permit. That is the way the whole process will work. That is the way it works now. They go down there and grant them regardless. Each time this comes up will be an exercise in futility, a waste of time for all involved, your time, my time, and anybody else and do absolutely nothing to protect our community from alcohol or protect the people's vote. Using this Act 1112 should not be considered a burden to this council. And, I know some of you think it is because I was here. As I said, I was here before. It should not be considered a burden to this council, but an opportunity to represent the people who voted this county dry by a 2-1 margin in the 70's. It has not changed the vote. Someone tried to get it on the ballot a few years ago and they were not able to do it. This county should have and should remain alcohol free until the vote of the people vote it the other way. So, I ask you, when does the will of the people matter? Does it matter?

I would like to conclude with a couple of anecdotal stories and these may not make

sense to you. I had a cousin, Lavon Crawford, the Mayor may have known him and some of the others may have known him. He owned the bowling alley for several years. When he was a young man, with his first business, he owned a service station on Gee Street. I think it was a Texaco, if I remember right, that was a long time ago. He had a fella come in and apparently this person had just moved in, either moved back or moved in from a wet county or somewhere else in the state where alcohol was readily available. He was complaining about how hard it was to get alcohol or maybe not get alcohol. My cousin just casually said to him, you know it is kind of nice not having that stuff around. Well, this fella came back at a later time, I don't know if it was a few weeks or a few months, and he said, you know it is nice, kind of nice not having that stuff around. I have a friend who has told me about his aunt and uncle that retired from up north and came back down south and they were heavy drinkers. They were complaining about not being able to obtain alcohol very easy and consequently, she said they didn't drink nearly as much. You know, that is a good thing. It is a good thing for them and it is a good thing for our community and our society. I believe that we can all agree that the less alcohol that people drink, the better off all of us are. I tell these stories because I think they indicate the prevalence of alcohol sends a message to the young and old alike, especially the young, that alcohol is an acceptable product and nothing is wrong with drinking it. The more prevalent it is in the city and county, the more it is consumed and that is just logical. We know that is true and that is not a good thing unless you consider the tax dollars more important than moral standards, safety, doing what is right. The question before you today is, will you allow this permit to be granted contrary to the will and vote of the people or deny it since Act 1112 gives you the opportunity to deny it. I ask you to do the right thing and deny it or give good, clear reasons why it should be granted. I would like to be given some reasons why it should be granted. Thank you very much. I hope I didn't offend anybody. I didn't intend to, but that is the way that I feel about it. I don't think I said anything that wasn't true. Thank you for allowing me to be here and if you have any questions, I am sure that I have all the answers. Nah. If anything comes up about the arbitrary and capricious thing that was talked about before, I have some comments on that.

James Hines, 508 Ridgecrest, said I have a question to ask because I am confused. One of the groups that this non-profit wants to give to is D.A.R.E. There must be two D.A.R.E. programs or something. What is the one program that they are talking about giving money to? What does D.A.R.E. mean? I think it means Drug Awareness Resistance Education program. Surely, they mean some other program. Because if they don't, it is like saying, let's fight drugs by selling drugs. Folks, we are not going to influence a lot of young people into not using drugs if they find out that the group that is telling them to is being financed by the sale of alcohol. They are going to see the people doing it as hypocrites. Folks, we need to live up to the fact that we are supposed to be fighting a war against drugs. Really, we are not. We have given into the drugs. But, we are never going to convince young people that they shouldn't use drugs with a cigarette in one hand and a glass of liquor in the other.

Russell Shalimar, 3320 Preakness Drive, said, forgive me for my appearance, I just came from work. I would be very much in favor of having this private license offered to this non-profit organization. I think it is noble of them to setup such an organization and be interested in running it so that the profits could be distributed to many noble causes in the area which I think will definitely benefit the community and youth within the community. I think that alone should be a significant reason for it, especially for the revenue that would be generated. I think there is a larger question at stake here, two perhaps. The first being the potential financial benefit for the community in terms of jobs. Of course there have to be people to run a restaurant for you to have a restaurant. It is not exactly a giant vending machine. Which, I am sure that we are all

in favor of additional jobs for people which can provide a living wage or additional finances or income. And, those persons are going to end up paying taxes which are ultimately going to end up in the coffers of the city which can only benefit us, as well, as we continue to feel the pressure of internet sales on us slowly lowering sales taxes which fund the vast majority of everything that we do here and all of the fine projects that we have in this city. And that, I think, also alone, would make it meritorious to be able to continue with program. The final one that I think is most important is to continue having a change in the view of people and how they look at Jonesboro. I think our hotels are one of our finest ways of being able to reach out to people outside of Jonesboro and to be able to demonstrate who we are and who we wish to become. Jonesboro is probably the only shining star in the Delta right now. Something that we have taken extraordinary pride in and our Mayor has been able to greatly promote for us in which I am very grateful for. Thank you. When people come from outside of Jonesboro and you might be able to tell from my accent that I am not from around here originally. It comes as a bit of a shock that it is difficult to obtain just a simple drink. I enjoy an occasional drink myself as I am sure that the police can attest. I have never been arrested. I have not done anything criminal. Hopefully, I do not have such hideously perverted morals to be considered a disgrace by the people of this community. With that said, hotels are one of the finest places for people to come from outside of this community to observe what is important to this community, what kind of businesses they could run here, what kind of relationships they could enjoy. Being able to come down from their hotel room where they have limited mobility, limited access to transportation, and being able to have a meeting over a drink is very normal and smooths over, perhaps, a lot of rough edges whenever you are having a negotiation. The fact that there are many places in town now where folks are trying to get a drink and are told that they have to travel to a destination and join a private club seems strange and seems backward and Jonesboro is anything but backward. I have to fight to tell people that I care about who I want to have move and live in this community. Jonesboro is a place on the rise. It is a place where business is extraordinarily important, where we are willing to do what it takes in order to be able to be a shining star for not just for the area, not just for the region, but for the entire Delta area and for the United States. We are slowly climbing up the ladder in terms of fine places for people to be. It is a point that I take extraordinary pride in as I continue to live here as I have for the past few years. But, I think, again, that this is an admirable and laudable thing. I think there is a lot to be gained in image, in terms of financial standing of the community, and also for the non-profit organizations which will benefit from it. I thank you very much. I will take any questions that you may have. Mayor Perrin said thank you.

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

Aye: 11 - Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Joe Hafner; David McClain and LJ Bryant

Nay: 1 - Bobby Long

[ORD-18:038](#)

AN ORDINANCE FOR THE TRANSFER OF LOCATION OF PRIVATE CLUB PERMIT

Attachments:

[City Ordinance Transfer of Location.pdf](#)

[Private Club Alcohol Transfer Permit - Casa Maya II, Inc - 2018 REVISED.pdf](#)

Adam Bodeker, Perkins Law Firm, 1115 S. Main Street, said he represents Casa Maya II. He won't take up the council's time, but he wanted to introduce himself and clarify

that this is just for a transfer of location and not for a new permit. If he can answer any questions, he would be glad to do that.

A motion was made by Councilperson Chris Moore, seconded by Councilperson Gene Vance, that this matter be Passed . The motion PASSED with the following vote.

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

[ORD-18:041](#)

AN ORDINANCE TO AMEND THE 2018 BUDGET FOR ADDITIONAL PROFESSIONAL SERVICES IN THE MAYOR'S OFFICE DEPARTMENT

Attachments: [PLackEmail06042018.pdf](#)

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

8. MAYOR'S REPORTS

Mayor Harold Perrin reported on the following items:

Mayor Perrin said that he has a few things to cover, but it won't take him long.

Our Street Department is doing a great job. They have already striped 65.45 miles so far this year, and it is just now in June, which is good I think for this time of the year.

I received a letter from the Northeast Arkansas Board of Directors of Realtors. Parks and Recreation Director Danny Kapales spoke at their meeting. They were very complimentary of his presentation in the future of the Parks and Rec on what he discussed. It says, "I received numerous comments on your presentation of future ideas for the city's Parks and Recreation. As realtors, we want you to know that we are behind you 100%." Again, that is on the Quality of Life for Jonesboro and I think that is what we are all here for. So, Danny, thank you very much for your presentation at the Board of Realtors.

This past Saturday, Chief Rick Elliott, myself, and Councilmember Dr. Charles Coleman spoke on Juneteenth. We had a great crowd there. I know that Senator John Cooper also spoke. I can't remember who all did speak that day, but there were several there. It was a great crowd. Everyone enjoyed having the event.

Tomorrow, Chief Financial Officer Bill Reznicek, City Planning Director Derrel Smith, and myself, along with several members of the Board of the Land Bank Commission will be going to Little Rock. We will be attending the Little Rock's Board meeting. They have also agreed to stay with us after that and talk about from the beginning to where they are at and how they got there on their Land Commission. We are very appreciative for Little Rock to do that. We will come back and report that to you at the next meeting.

This last week, Risever had their groundbreaking. Interim Chief Operations Officer Roy Ockert was there. I was in Little Rock with several councilmembers and the City

Attorney. It is my understanding that he was very impressed. He is going to have a very big promotion on that when it is completed. We appreciate a new industry in town. It is my understanding that the employment of that will be somewhere in the area of 200 people. Salary range will be good for Jonesboro. They have gotten some great, large contracts for some big companies in the area.

Our Legislative Audit is still going on. Everything that I hear is still good. Once we get that, I will ask for permission for Councilmember Joe Hafner to attend with me in the exit interview along with Chief Financial Officer Bill Reznicek. Normally, that doesn't happen in cities, but I always ask that the Chairman of the Finance Committee attend that meeting so he can report back along with us to the full council.

The Battle of the Badges Red Cross blood drive, E911 Director Jeff Presley said to remind everyone of that. It will be occurring here in Jonesboro.

Our JETS Saturday service alone was over 130 riders which I thought was good. 181 had used the summer youth program. I think that is excellent because the kids can ride on that. They can buy a pass for \$10 to ride the entire summer. They can go anywhere in town, all over town and shop or whatever they want to do. I think that is good.

Our City Stars basketball program should start. I believe it is either this week or next. I think it is next week. Parks Director Danny Kapales said that it started last night. Mayor Perrin said there are 700 kids that are playing in our City Stars basketball program. It will run for seven weeks.

We also got approval from ArDOT and the Metro Plan in Little Rock to do the study on Johnson Avenue for pedestrian crosswalks. As that proceeds, I will go ahead and bring that to you along with the Chairman of our MPO which is councilmember John Street.

On our recycling carts, we have sold 4,827 carts and 6 dumpsters. That is right around the corner. Our new recycling will start on July 1, 2018. City Attorney Carol Duncan said her cart was delivered yesterday. Mayor Perrin said that is good.

Someone wanted me to remind everyone that the Producers which is opening this weekend at the Forum for the Foundation of Arts. I understand that is going to be a good comedy. If any of you all would like to attend that, it would be good.

Also, on your agenda, it shows the attachments that you all have already been sent on all of the financials. If any one of you all have questions about the financials, feel free to give a call to Bill Reznicek or I and we would be happy to answer those. I have asked him to go out for a three years projection on that, to look at that, and our required reserves and see what our balances would be based on what is projected. Then, come back, and we will take a look at that. Once that is all complete and done, I want Mr. Reznicek to make a presentation to the full council on that. He will be working with myself and I know with our Chairman of our Finance Committee, Councilmember Joe Hafner, on that spreadsheet for three years out.

[COM-18:039](#)

APRIL 2018 FINANCIALS

Attachments: [04-2018 Sales tax.pdf](#)
 [04-2018 State Turnback Report.pdf](#)
 [2018 April Franchise tax report .pdf](#)
 [2018 April Rev. Exp and Changes in FB.pdf](#)
 [April 2018 Deposit Collateralization.pdf](#)
 [April 2018 Expenditure Report revised.pdf](#)
 [April 2018 Hotel Tax Comparison .pdf](#)
 [Required Reserves April 2018.pdf](#)
 [Revenue Report April 2018.pdf](#)
 [April MDnA April 2018.docx](#)

Filed

[COM-18:041](#) Financial statements for the Jonesboro Airport Commission for May, 2018

Attachments: [JAC Jonesboro Airport Financials 5 18.pdf](#)

Filed

9. CITY COUNCIL REPORTS

Councilmember John Street said we had a good meeting at the Municipal League Annual Conference. I want to congratulate, for those of you who don't know, Mayor Perrin was selected as First Vice-President of the Arkansas Municipal League for this year which will mean that he will automatically assume the presidency of that commission next year. 500 our 501 cities are members. It is going to bring a lot of attention to Jonesboro. It will give him a chance to spotlight the good things going on here. He does that quite regularly anyway. This is even a better opportunity. There will be a lot of people come here because of his presidency. It is a great opportunity for Jonesboro to shine. Congratulations on that Mayor. I know you put in a lot of hard work. Mayor Perrin said thank you. I appreciate that.

Councilmember LJ Bryant said as an extension of Councilmember Street's comment, I think the Municipal League said that Mayor Perrin may be the first person from Jonesboro to be President of the league. It is a big deal and I know that Councilmember Chris Gibson received an award as well at Municipal League so congratulations to Councilmember Gibson. Councilmember Gibson said thank you.

Councilmember Joe Hafner said he had a couple of things he wanted to say. First of all, we did not have a Finance Committee meeting last week because there wasn't anything on the agenda. So, at next week's meeting, Chief Financial Officer Bill Reznicek will be making the presentation on the cost savings that I talked about at the last meeting. The other thing I think is important and we have talked about a little bit because we have a lot of stuff going on in the city and the Mayor and I talked a little bit about today, I want to make sure we have a plan we are following and not just kind of flying by the seat of our pants. As the Mayor said in this Vision 2030, he says you have to have a plan of where you are going in order to get there. I know they have been updating this Vision 2030. I think Community Development Director Tiffny Calloway and some others have been updating it. I would like to request that we get periodic updates about what progress we are making, what challenges we are facing, because I want to make sure that whatever we do, whether it is through grants or programs or whatever, that we are following a plan and we are not just flying by the seat

of our pants. Hopefully, by doing this, and maybe by having some improved communication with Jonesboro Unlimited, Momentum Jonesboro, and the Chamber of Commerce, trying to get everybody on the same page. I think we still have a lot of silos going on and it is hard to get stuff done like that. Last month or in April when we approved the \$400,000 to the economic development commission, one of the things they are supposed to do is give us periodic updates, like quarterly updates. Mayor Perrin said right. Councilmember Hafner said we are almost to the end of the second quarter. So, it would be nice for sometime maybe in July or early August to have an update to the first two quarters so we know what is going on. We have to improve communication, I think. Mayor Perrin said we will ask Mark Young. In fact, I will probably be with him on Friday for a little while and Mark knows about that so we will get him to give us a report probably at the next council meeting. Bill, if you will help me do that, we will get him here on July 5th and do that. He would be happy to do so. Councilmember Hafner said thank you.

Councilmember Bobby Long said congratulations Mayor and congratulations Chris. Mayor Perrin said thank you. Councilmember Chris Gibson said thank you.

Councilmember David McClain said Nominating & Rules met today. I would like to request that we suspend the rules and walk on a couple of items, RES-18:093 and RES-18:097.

[RES-18:093](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD PERRIN

Councilmember David McClain motioned, seconded by Councilmember Ann Williams, to suspend the rules and walk-on RES-18:093. All voted aye.

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

[RES-18:097](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO ESTABLISHING THE WOLVERINE PROPERTY DOWNTOWN CORRIDOR COMMITTEE AS RECOMMENDED BY MAYOR HAROLD PERRIN

Councilmember David McClain motioned, seconded by Councilmember Ann Williams, to suspend the rules and walk-on RES-18:097. All voted aye.

Councilmember Joe Hafner said I would like to say that is a great step and I think that can really set the tone for redevelopment down here. Thank you for doing that.

Councilmember Chris Moore said that he would abstain from the vote.

Councilmember David McClain said the only comment he had was the same comment he had at the Nominating & Rules Committee. When it comes to these committees, I ask that we give consideration for diversity and not just by age or race, but I ask that we look at everything. I know that you mentioned that you were looking at drafting a resolution or an ordinance of some sort to help us create that. Mayor Perrin said so noted. Councilmember McClain is talking about a resolution Little Rock, Arkansas passed in talking about youth and younger folks taking a part in city government and trying to get those folks to run for office, to serve on boards and commissions. I've got

that and we are looking at that now. We may make some changes to that and we will go ahead and get that through. So, good comment. Councilmember McClain said thank you.

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

Aye: 11 - Ann Williams; Charles Frierson; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Charles Coleman; Bobby Long; Joe Hafner; David McClain and LJ Bryant

Abstain: 1 - Chris Moore

City Attorney Carol Duncan asked can I answer one question before you move on. It came up a couple of meetings ago about quorum and whether you could lose a quorum after you establish a quorum. I believe that was asked at a meeting I had to miss. After some research and some discussion at the Municipal League, I do believe the answer is yes. So, I think if there is a situation where you have a bare minimum quorum and someone has to leave, at that point, you would lose your quorum. So, no more votes could be taken at that point. So, keep that in mind for the future. If somebody steps out of the room for whatever reason, I think you lose your quorum for voting purposes if you are right down to the number. Mayor Perrin said ok. Ms. Duncan said thank you. Mayor Perrin stated that was for the minimum. Ms. Duncan said yes. Mayor Perrin said ok.

Councilmember Chris Gibson said that the Public Services Committee met tonight. At our September meeting, I would like for Parks and Recreation Director Danny Kapales to do a presentation and JETS Director Michael Black to give an up on JETS as well. It will be at the second meeting in September.

Councilmember Ann Williams said the subject of impact fees first came up in January at a meeting here. I think Mr. Blackburn had inquired about that. I just wanted an update on what is the status of our consideration of that. I had understood at that time and subsequent discussion of it that, this is something that we would seriously have to look at because of the need for this. In fact, it might be inevitable that we might need to look at impact fees. Mayor Perrin said that yes, the administration, in fact, I asked Planning Director Derrel Smith to do that. He has received information from about seven different cities who have impact fees. He has a spreadsheet on those. We found out that impact fees are put on various things throughout the city. So, it varies. Not all of those are the same at all. Then, the revenue we try to generate from those impact fees that offsets if you didn't have one. So, I would be glad to let Derrel Smith give a report at the next council meeting on that spreadsheet. Derrel, I know you have it. So, we will be glad to do that. Councilmember Williams said this is something that has been implemented some time ago, both by Fayetteville and I think Conway as well. I think they have found that they are glad that they did it. Mayor Perrin said right. It is a one-time charge, but it is again, based on those things and there are exceptions to some of those, particularly schools, hospitals, and some of those things. We do have the spreadsheet and they have been working on it for several months. I am glad that you brought that up. We will bring the spreadsheet and give you a copy of it and then, he can just go through there. Councilmember Williams said that is great. Thank you very much. Mayor Perrin said you are quite welcome.

Councilmember Chris Moore said congratulations on becoming First Vice-President.

Next year, maybe, we will have a convention, a Municipal League Convention coming to Jonesboro. I don't think, that since I have been on the council, that they have ever even had a meeting here. I am sure that hasn't passed your radar. So, thank you. Mayor Perrin said thank you.

10. PUBLIC COMMENTS

Patti Lack, 4108 Forest Hill Road, said I have three things I need to say. With this clock here, I can tell you that to some people it is really intimidating. I think it is hard enough for people to come up here and to look at all fifteen of you and give you eye contact and talk about what you feel and what needs to be done with our city. You all make such important decisions. In fact, all of the decisions that happen to us. I think one of the goals of the city council should make people to feel welcome. I think when I see this clock, (I have four minutes and 25 seconds.) is that if there are 20 of us giving a public statement in the five minutes, that would certainly take a lot of time. I think this clock right here is I am paying more attention to that right now than probably what I am about to say next on that. So, I don't know about this clock. I didn't get a lot of positive feedback on my facebook page that we started. (With that, I have four minutes.) Here is one that just worked out tonight, the walk on agenda. I've gotten so many comments from people saying that it is not really fair to have walk on agendas. People look at the agenda for meetings on Jonesboro.legistar.com. They read it in the paper. If by chance, and I have been attending the meetings for the last year, if it was something that was really important to someone that didn't know that it was going to be on the agenda and now it is on the agenda right here is that they didn't get a chance to say anything or come up to the podium so that isn't fair to that person. I don't know how we stop those walk on agendas because from my understanding is that if you want to be on the agenda, it has to be at 10:00 on Thursday and then you have the final say until 4:00 and then it is posted on the Legistar. I think that is how people plan on whether they want to come or they want to get a group together and say something or they oppose something. I don't know how we can stop the walk on agendas because I just don't know if it is fair to the citizens if they don't see it on the agenda or in the paper. My final thing, and this is a fun thing, based upon, and I have two minutes and 39 seconds, is that I thought the video of all of the baseball at Joe Mack was excellent. I think Joe Mack has always been available. I don't know if we have to run as large of tournaments because I know when my son was playing, even if you have 30 teams here, you know, that is such a nice facility that you have. With that being said, is that on my facebook page and I have a lot of friends that have been asking people what they want in Jonesboro to bring people back here, that want to come back because they say Jonesboro is an awesome town. I have gotten a lot of comments and in two weeks I will share it with you. I know, Chris Moore, you are on that new committee. There is a lot. I have got pages and pages of suggestions of what Jonesboro needs and a lot of them are awesome. But, one of the things that I noticed is that a lot of the comments were is that we have to worry about the crime here. That is what a lot of people have said. When I thought of that, I thought of Dr. Coleman. You wrote an article. I think it was on June 10th. It was an excellent article about the north side of town. The thing is that when people come to Joe Mack, and if you are coming in from Red Wolf Blvd. and you have got that on your GPS, you have to drive down Johnson. Johnson is kind of a scary place at times. And, you look at the crime that is happening. I think on June 13th, I think you all read in the paper that there was a gentleman from the Chinese restaurant that had five bullet shots in his car. He is doing ok. I talked to the owner of the restaurant. In that article, I noticed that 15.3 acres that was donated to the city in your area. I noticed that there were youth sports and a community garden. Those are two things that had been suggested by these people on this. You know, you wonder if that would have happened years ago, whether

the north side would have been having as much crime and problems and all that. I think what we have to do is that it doesn't matter what address that we have, but we have to clean up our town and we have to worry about our crime. I don't know whether it is what age group it is on the north side of town, but you look at the youth and if they don't have anything to do, that is when they get into trouble. I think we really need to focus our attention on the north side of town and clean that up because if that new park area is going to come right there between the university and downtown, then we really need to clean it up. And, that is it. My time just ran out. I know, I practiced. I am going to practice some more, but those are what you need to consider. Mayor Perrin said thank you.

Robert Speer, 4116 Raider Road, said I don't think I will need the clock. I want to talk about something I am very proud of as being a citizen of Jonesboro and that is the Sanitation Department. For about a month, my trash can lid was broken. Being hard headed, I just put the lid on and they dumped the garbage and unfortunately, garbage would fall out on my yard and those nice men that were running my route would always get out and pick the garbage up and put it back in their truck. I'm thinking they are probably saying I wish he would call and get a new garbage can. So, I called and from experience in working in state government, I thought, maybe by Christmas, I would get a new garbage can. I made that phone call that morning and when I came back from lunch, not only was my garbage can at my house, but it was placed right where the old garbage can was where they picked up. So, I would like to salute the Sanitation Department for being jolly on the job. If you drive around the streets, they do it everywhere. If they mess up a load unloading your garbage, they will take time to get out and pick it up even with automated arms on the truck. Thank you. Mayor Perrin said thank you. We do have some great employees for the City of Jonesboro. I have always said that and again, I think I would not have been able to have been elected, as I have said that before, as First Vice-President if we didn't have a great team and a great staff here. They are a family and we work together and we cry together and we do a lot of things together. We have had some tragedies this week. Two of our employees lost a son, a daughter-in-law, and a sister all in the same accident. That was a pretty hard blow. We will get through it and we will certainly comfort them and we will extend our sympathies to them and do anything we possibly can for those families. Again, I just wanted to share that. So, thank you Robert for your comment.

Anna Williams, 604 Mardis Drive, said I don't know since you have already mentioned this, if you are going to allow me to talk about it or not, but I only have two things I would like to ask questions about and if not, you can tell me and I only have my five minutes. If I could ask you to wait until I am finished speaking before you reply. One is that I would like for the council to update us which has been discussed on the information on these two things. One is to do with the impact fees. I know you mentioned that, but I did some reading online and research. One of the cities in our state, Conway, for instance, have had impact fees since 2003. We are way behind on this. Fayetteville has had impact fees even longer. This is a source of revenue for the city and it is time we do something to get this going. Reading back on council meetings, this was discussed five or six years ago. Here we are today in the same situation. Think of the money that could have been generated in the last fifteen years. It is way past time to get this going. Another issue that I would like to bring up and I don't know if this is even a possibility regarding these properties that are 40 ft. lots that are no longer usable. Why could this not be used for smaller homes for people to have homes instead of increasing this apartment dilemma that we have in this town? If they were approved at one time for 40 ft. and the younger people don't want these big houses anymore, why can't we consider using those properties and generate some tax revenue. The city doesn't need property donated to them to maintain for no good

reason. So, it is just a couple of things I would like you all to think about. Mayor Perrin said we met this morning and we have two ordinances being worked on now so that people can take that on the width of that and do the tiny homes and things of that nature that will be coming back up. Ms. Williams said wonderful. Mayor Perrin said we realize what the future holds on that. We are working on that now through the Planning Department. You will see that coming forth. Ms. Williams said thank you. I appreciate your time. Mayor Perrin said thank you.

11. ADJOURNMENT

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

Aye: 12 - Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Charles Coleman;Bobby Long;Joe Hafner;David McClain and LJ Bryant

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-18:086	Version:	1	Name:	PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
Type:	Resolution	Status:			Recommended to Council
File created:	5/21/2018	In control:			Public Safety Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
6/19/2018	1	Public Safety Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

INSTALL NO PARKING SIGNS AT THE FOLLOWING LOCATION:

On the South side of Washington Avenue from Church Street to Carson Street

INSTALL FOUR WAY STOP SIGN AT THE FOLLOWING LOCATION:

Cobb Street & Richmond Avenue

ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:

Elizabeth Lane
Joy Lane
Brandon Drive
Willow Ridge Drive
Willow Point Drive
Jaxson Lane
Eden Hills Lane
Jaxon Lane
Saint Matthews Drive
Aberdeen Road
Clubhouse Drive

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:

On Cherub Cove at Eden Hills Lane
On Eden Cove at Eden Hills Lane
On Jaxson Lane at Saint Matthews Drive



Legislation Details (With Text)

File #:	RES-18:090	Version:	1	Name:	CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			Recommended to Council
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	PIZZA INN CONTRACT SSSBC				

Date	Ver.	Action By	Action	Result
6/19/2018	1	Public Services Council Committee		

A RESOLUTION TO CONTRACT WITH PIZZA INN FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains The Southside Softball Complex at 5301 Stadium Blvd;

WHEREAS, Pizza Inn is seeking sponsorship recognition on one outfield sign at The Southside Softball Complex; and

WHEREAS, Pizza Inn is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Pizza Inn for the sponsorship of one outfield sign at The Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A
ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Pizza Inn** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **1st** Day of **May, 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2018**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2019**.
 - A sum of **\$300.00** shall be paid on **May 1st, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

(4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **Pizza Inn**

Name: Brian Clewley

Signature: Brian Clewley

Title: _____

Date: 05/05/2018

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:091	Version:	1	Name:	CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX
Type:	Resolution	Status:			Recommended to Council
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	FIRST COMMUNITY BANK				

Date	Ver.	Action By	Action	Result
6/19/2018	1	Public Services Council Committee		

A RESOLUTION TO CONTRACT WITH FIRST COMMUNITY BANK OF ONE OUTFIELD SIGN AT THE SOUTHSIDE SOFTBALL COMPLEX

WHEREAS, the City of Jonesboro owns and maintains The Southside Softball Complex located at 2301 Stadium Blvd;

WHEREAS, First Community Bank is seeking sponsorship recognition on one outfield sign at The Southside Softball Complex; and

WHEREAS, First Community Bank is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with First Community Bank for the sponsorship of one outfield sign at The Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT FOR FIELD SIGN LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **First Community Bank** (SPONSOR) and the City of Jonesboro (CITY), on this **1st** Day of **April 2018** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
A sum of **\$300.00** shall be paid on **April 1st, 2018**.
A sum of **\$300.00** shall be paid on **April 1st, 2019**.
A sum of **\$300.00** shall be paid on **April 1st, 2020**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- (5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **First Community Bank**

Name: Allen Williams

Signature: 

Address: 630 Southwest Drive

Title: Community President

Date: 04/05/18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:092	Version:	1	Name:	CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK
Type:	Resolution	Status:			Recommended to Council
File created:	6/6/2018	In control:			Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	JUNIOR AUXILIARY				

Date	Ver.	Action By	Action	Result
6/19/2018	1	Public Services Council Committee		

A RESOLUTION TO CONTRACT WITH JUNIOR AUXILIARY OF JONESBORO FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT THE MIRACLE LEAGUE PARK

WHEREAS, the City of Jonesboro owns and maintains The Miracle League Park Located at 5000 South Caraway Road.

WHEREAS, Junior Auxiliary of Jonesboro is seeking sponsorship recognition on one outfield sign at The Miracle League Park; and

WHEREAS, Junior Auxiliary of Jonesboro is sponsoring the outfield sign for the sum of \$300.00 per sign for a period of 3-years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Junior Auxiliary of Jonesboro for the sponsorship of one outfield sign at The Miracle League. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A
ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
MIRACLE LEAGUE OF JONESBORO

This agreement is made by and between Junior Auxiliary of Jonesboro (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 1st day of April 2018 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.

- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.

A sum of **\$300.00** shall be paid on **April 1st, 2018**

A sum of **\$300.00** shall be paid on **April 1st, 2019**.

A sum of **\$300.00** shall be paid on **April 1st, 2020**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be placed for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No Modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representative's of the parties hereto.
- (2) This agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

(4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(5) Each party represents to the other the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set Set forth below.

BY: **Junior Auxiliary of Jonesboro**

Name: Kristy McDaniel

Signature: Kristy McDaniel

Address: PO Box 878 Jonesboro 72403

Title: President

Date: 4/6/18

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:098	Version:	1	Name:	CONTRACT WITH JONESBORO JETS, INC.
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/14/2018	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	JONEBORO JETS EXHIBIT A				

Date	Ver.	Action By	Action	Result
6/26/2018	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.

WHEREAS, JETS is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth swim program; and

WHEREAS, The City of Jonesboro is the owner of that certain public park amenities known as the Jonesboro City Pool Complex, and hereafter referred to as the "Facilities"; and

WHEREAS, JETS and the City of Jonesboro desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, In consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows in EXHIBIT A.

The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 14th Day of May 2018 (the "Effective Date").

WHEREAS, JETS is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth swim program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and

WHEREAS, JETS and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- a) The term of this Agreement is for a period of one (1) year commencing on the Effective Date.

II. Use of Facilities by JETS

- 1) During the period of May 11, 2018 to August 31, 2018 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 6:45 a.m. until 9:45 a.m Monday through Friday and 6:05pm to 6:50pm Monday, Tuesday, and Thursday. During the month of May the usage will be from 4:00 p.m. until 7:00 p.m. This period shall be referred to as the "Primary Usage Period."
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. These meets must end by 1:00 p.m. on the designated day or an additional rental fee must be paid at the rate of \$75 per hour that the event runs over. Any portion over one hour counts as a full hour for purposes of fees. For example if the event should end at 1:00 p.m. and actually ends at 2:15 p.m. an additional fee of \$150 would be due and payable for that event overage. The

Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet unless it has been rented for another event. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Pool Director for the Facilities has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Pool and/or Parks Director. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.

- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by JETS.
- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Pool and/or Parks Director.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Pool and/or Parks Director prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Pool and/or Parks Director. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Pool and/or Parks Director. JETS shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - i) Maintain and repair parking areas.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, JETS may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by JETS to CITY under Article IV. In no event shall CITY be obligated to JETS for any monetary damages.

IV. Obligations of JETS

JETS shall:

- 1) Pay a usage fee in a onetime amount to the CITY in the amount of **\$5,000** at the start of the usage day agreement.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Pool Director prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.
- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concession stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS

right to seek recourse against those persons causing the damage.

11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:

- a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
- b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
- c. Participant and spectator parking only in parking lots.
- d. No dogs

12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.

13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:

- Current by-laws of JETS
- Proof of insurance and indemnification
- List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

V. Default of JETS

a) If JETS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of JETS and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if JETS defaults in performance of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or

expenses incurred by the JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may terminate this Agreement.

VII. Assignability and Exclusivity

This Agreement is a privilege for the benefit of JETS only and may not be assigned in whole or in part by JETS to any other person or entity. Both parties understand that JETS use of the Facilities is nonexclusive, except during the Primary Usage Period.

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

JETS

By: _____
Name: _____
Title: _____

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.

- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

JONESBORO JETS

By: Ashley Ditta
Name: Ashley Ditta
Title: Contract Administrator
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: MAYOR
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-18:099	Version:	1	Name:	ADOPTION OF AN AMENDED REGULATED PRIVILEGE LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT
Type:	Resolution	Status:			Recommended to Council
File created:	6/20/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION FOR THE ADOPTION OF AN AMENDED REGULATED PRIVILEGE LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT				
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:	Privilege License Fees June 2018				

Date	Ver.	Action By	Action	Result
6/26/2018	1	Finance & Administration Council Committee		

RESOLUTION FOR THE ADOPTION OF AN AMENDED REGULATED PRIVILEGE LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT

BE IT RESOLVED by the Jonesboro City Council for the City of Jonesboro, Arkansas that the following Regulated Privilege License Fee Schedule for the Collections Department be adopted as follows and shall take effect upon passage of this resolution:

City of Jonesboro Collections Department Privilege License Fees

Auto Sales & Services

51	Butane Gas Distributors	\$375.00
027h	Car Washes	\$100.00
115a	Gas-Oil-Bulk Plant	\$375.00
118b	Glass Sales and Installation	\$100.00
027e	Leasing and Rentals	\$100.00
163a	Motorcycle Dealer: New and Used (copy of state issued lic.)	\$245.00
163b	Motorcycle Repair only	\$125.00
027a	New Auto Dealer: Each Location (Copy of State Issued Lic)	\$400.00
027b	New Boat Dealer (copy of state issued lic.)	\$400.00
027g	Parking Lots-Rentals/Park & Sell	\$100.00
027l	Recapping	\$100.00
027f	Repair Shops-Garages-Generator Radiator Shops	\$125.00
028a	Service Station - First Pump 75, each additional 20	\$75.00
027n	Towing	\$100.00
027c	Used Auto Dealer: Ea. Location (copy of state issued lic.)	\$245.00
027d	Used Boat Dealer (copy of state issued lic.)	\$245.00

**Bakeries/Pa
stries**

033c	Bakery Depot/Thrift	\$75.00
033a	Retail Basketries-Pastry	\$125.00

**Banking &
Loan**

034c	Banks - Per Branch	\$226.50
147a	Loan Company-Personal	\$226.50
147c	Loan Real Estate Auto	\$226.50
147b	Loan Savings	\$226.50
034a	Main Bank	\$2,720.00

Bottlers

043d	Agents and Distributors	\$175.00
043c	Bottlers Over 2,000 Cases/Day	\$400.00

**Cleaners/La
undry**

065b	Cleaner-Pressers-Laundry	\$125.00
66	Coin Operated Self-Serve Laundry	\$125.00
146a	Linen/Towel/Uniform	\$275.00
146b	Uniform Service Only	\$375.00

**Constructio
n/Contracto
rs**

074c	Contractor/Realtor	\$175.00
074a	General Contractor	\$225.00
074b	House Builders	\$175.00
074d	Subcontractors	\$100.00

Hotel/Motel

127a	Hotel 1 to 9 Rooms	\$100.00
127b	Hotel 10 to 19 Rooms	\$125.00
127c	Hotel 20 to 29 Rooms	\$150.00
127d	Hotel 30 to 39 Rooms	\$175.00
127e	Hotel 40 to 49 Rooms	\$225.00
127f	Hotel 50 to 74 Rooms	\$275.00
127g	Hotel 75 to 99 Rooms	\$325.00
127h	Hotel 100 to 150 Rooms	\$400.00
127i	Hotel 151 and over Rooms	\$450.00

Ice

131a	Ice Dealer Manufacturing Frozen Food Locker	\$125.00
131b	Ice Dealer W/Truck	\$75.00

Ice Cream

130a	Ice Cream Drive in	\$125.00
130c	Ice Cream Manufacturing/Storage/Wholesale	\$225.00
130b	Ice Cream Vendor per Truck	\$75.00

**Itenerant
Merchants
(4 months)**

177	Door to Door Sales	\$75.00
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Machinery

149b	Machine Rentals	\$100.00
149a	Machine Shop	\$125.00
149d	New and Used Machinery	\$375.00

**Manufactur
ers**

152a	Manufacturers 1 to 5 Employees	\$100.00
152b	Manufacturers 6 to 15 Employees	\$150.00
152c	Manufacturers 16 to 30 Employees	\$200.00
152d	Manufacturers 31 to 40 Employees	\$375.00
152e	Manufacturers 41 to 50 Employees	\$525.00
152f	Manufacturers 51 to 55 Employees	\$600.00
152g	Manufacturers 56 to 65 Employees	\$650.00
152h	Manufacturers 66 to 80 Employees	\$700.00
152i	Manufacturers 81 to 90 Employees	\$875.00
152j	Manufacturers 91 to 99 Employees	\$1,025.00
152k	Manufacturers 100 to 120 Employees	\$1,100.00
152l	Manufacturers 121 to 140 Employees	\$1,142.00
152m	Manufacturers 141 to 160 Employees	\$1,150.00
152n	Manufacturers 161 to 180 Employees	\$1,375.00
152o	Manufacturers 181 to 199 Employees	\$1,525.00
152p	Manufacturers 200 to 220 Employees	\$1,600.00
152q	Manufacturers 221 to 240 Employees	\$1,650.00
152r	Manufacturers 241 to 260 Employees	\$1,700.00
152s	Manufacturers 261 to 280 Employees	\$1,875.00
152t	Manufacturers 281 to 299 Employees	\$2,025.00
152u	Manufacturers 300 & Over Employees	\$2,525.00

Meat

155c	Meat Market/Wholesale	\$350.00
155a	Meats Packing House	\$550.00

Media

88	Directories/Printing/Publishing	\$275.00
166a	Newspaper Publisher/Daily	\$1,100.00
193a	Radio Station	\$600.00
224	Television Station	\$625.00

	224	TELEVISION STATION	\$225.00
Medical Marijuana			
	289	Cultivation Center	\$300.00
	290	Dispensary	\$300.00
Medical Professionals			
	22	Artificial Limbs	\$100.00
	62	Chiropodist (each)	\$250.00
	63	Chiropractor (each)	\$200.00
	78	Counseling Service (each)	\$125.00
	83	Dental Lab	\$200.00
	84	Dentist (each)	\$200.00
	279	Medical Laboratories	\$200.00
	188	Medical Professionals not classified (each)	\$200.00
	172	Optometrist (each)	\$200.00
	180	Physicians (each)	\$300.00
	189	Psychologists (each)	\$200.00
	280	Therapist (each)	\$200.00
	233	Veterinarians	\$200.00
Mobile Homes			
	159a	Mobile Home Repairs/Escort	\$100.00
	159c	New Mobile Home Sales	\$325.00
	159d	Used Mobile Home Sales	\$225.00
Realtors			
	195b	Real Estate Agent (each)	\$40.00
	195a	Real Estate Broker (each)	\$125.00
Recreation			
	285	Bands	\$100.00
	44	Bowling Alley	\$480.00
	055a	Carnival-Rides-Games	\$100.00
	244	Circus	\$100.00
	286	Clowns	\$100.00
	080c	Dance Hall	\$400.00
	162d	Drive In-Each	\$300.00
	119c	Driving Range	\$100.00
	287	Entertainers	\$100.00
	119a	Golf Course-Public	\$100.00
	288	Magicians	\$100.00
	119b	Miniature Golf	\$100.00
	162c	Movie Theater 1001 and over Seats	\$980.00
	162	Movie Theater 500 and over Seats	\$480.00

162a	Movie Theater 500 or less Seats	\$450.00
162b	Movie Theater 501 to 1000 Seats	\$700.00
184	Pool Hall	\$100.00
194	Recreation Centers	\$100.00
216	Skating Rink	\$100.00

Restaurants

200a	Restaurants 1 to 20 Seats	\$75.00
200b	Restaurants 21 to 30 Seats	\$100.00
200c	Restaurants 31 to 40 Seats	\$125.00
200d	Restaurants 41 to 75 Seats	\$150.00
200e	Restaurants 76 to 100 Seats	\$185.00
200f	Restaurants 101 to 150 Seats	\$225.00
200g	Restaurants 151 to 225 Seats	\$265.00
200h	Restaurants 226 to 300 Seats	\$300.00
200i	Restaurants 300 and Over Seats	\$325.00
200j	Delicatessen/Mobile Vending/Take-out	\$125.00

**Retail
Businesses**

85	Inventory Based Businesses	Varies
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**Roadside
Food Stands**

109	Fruit/veg/Dealer/Stand/Seasonal no pro-rated	\$75.00
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**Schools/Inst
ructional
and
Personal
Developme
nt**

20	Art-Teachers/Class	\$75.00
080b	Dancing School/etc.	\$100.00
284	Instructor	\$100.00
141	Karate School	\$100.00

**Second
Hand
Stores/Paw
n/Crafts**

15	Antique Stores	\$100.00
283	Craft Malls	\$100.00
107	Flea Markets/Storage/Outdoor/Contained Buildings	\$100.00
176	Pawn Shop	\$100.00
211	Second Hand/Consignment Shops	\$100.00

**Service
Businesses**

1	Abstract	\$125.00
2	Accountants	\$125.00
3	Adjusters plus each Adjusters \$50	\$175.00
5	Advertising-Poster-Painter-Neon-Magnetic Signs	\$100.00
8	Airplane-Sales-Schools-Service	\$100.00
277	Ambulance Service	\$175.00
14	Animal Clinics	\$175.00
13	Answering Service	\$100.00
17	Appraisers (each)	\$175.00
21	Architect	\$125.00
18	Armature Winding	\$100.00
25	Attorney	\$175.00
026c	Auction house/Lot per Year	\$125.00
026a	Auctioneers-per person-per year	\$75.00
30	Awnings, Shutters-Tent Fabric, and Metal	\$100.00
31	Bail Bonds	\$100.00
32	Bait Shops	\$100.00
037c	Barber and Beauty Schools	\$100.00
037a	Barber and Beauty Shops-Salons \$15 each additional chair	\$45.00
038a	Bicycle-Sales-Service	\$125.00
40	Blue Print Map Makers: changed to fixed fee	\$75.00
41	Bookkeeper/Secretarial Services	\$100.00
46	Brokers (INC, SEC & COMMOD)	\$100.00
49	Business Machines-Equipment	\$100.00
50	Business Schools	\$100.00
58	Catering Services	\$100.00
64	CB Shops	\$100.00
059b	Cement-Ready Mix per Truck	\$175.00
67	Collection Agency	\$100.00
68	Commercial Artist	\$100.00
071a	Computer-Sales-Service-Internet Business	\$125.00
72	Concrete Manufacturing Plant	\$325.00
75	Consulting Services	\$100.00
79	Credit Bureau	\$150.00
081c	Data Processing-Equipment Services	\$100.00
82	Delivery Services	\$100.00
89	Distributors	\$125.00
90	Draftsman	\$175.00
91	Draperies-Installation-Manufacturing	\$100.00
92	Dressmaker	\$100.00
095b	Elevators 750,000 Bushels or more	\$3,000.00
96	Employment Agency	\$100.00
97	Engineers	\$175.00
98	Engravers	\$100.00
99	Equipment Rental Agency	\$175.00
100	Exterminators Plus Each Additional Truck \$50	\$125.00
104a	Feed Mills and Store	\$125.00

105	Fire Extinguisher Services	\$100.00
106	Fish Market or Peddler	\$100.00
108	Florist-Nursery	\$175.00
110	Funeral Homes and Directors	\$250.00
113	Furniture Refinishing	\$100.00
122	Guard Service	\$100.00
121b	Gun Repair-Sales	\$100.00
125	Hearing Aid Agency	\$100.00
132	Income Tax Service	\$125.00
136	Inventory Service	\$100.00
137	Iron Dealer	\$400.00
138a	Janitorial Service	\$100.00
139b	Jewelry Repair and Gold Dealers	\$100.00
142	Kindergarten Daycare	\$100.00
144a	Landscaping	\$175.00
148	Locksmith	\$100.00
153	Massage Therapists	\$100.00
158	Misc. Business (otherwise not classified)	\$100.00
165c	Musical Repair-Supply	\$125.00
206	Nail Salon	\$100.00
167	Nursery-Shrubbery Service	\$175.00
168	Nursing Homes	\$100.00
171a	Optical Manufacturing-Supplies	\$175.00
178	Pet Groomer	\$100.00
179b	Photographer Studio-Developer	\$75.00
185a	Printing Services	\$125.00
278	Professions not classified	\$175.00
190	Public Relations	\$100.00
193b	Radio and Audio Repair	\$100.00
199	Repair Shops not classified	\$100.00
205a	Salvage Dealers	\$125.00
268	Security Services	\$100.00
281	Service Business not classified	\$100.00
214	Sewing Machine-Service	\$100.00
215b	Shoe Repair Shops	\$100.00
218	Stone-Monument	\$100.00
220	Storage Rentals	\$100.00
221	Tattoo Parlor	\$100.00
222	Taxi Cab: Limousine per each vehicle	\$75.00
223b	Television Dealer-Repair	\$100.00
227	Travel Agency	\$100.00
229	Upholstery Shop	\$100.00
238	Wig Shop	\$100.00
282	Workout Gym	\$100.00
144b	Yard Mowing	\$100.00

Utilities

Services

247	Co-Ops	\$1,100.00
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**Vending
Machines**

232c	Amusement Vending Machines (each)	\$20.00
73	Confectionery	\$100.00

PRIVILEGE LICENSE FEES



Auto Sales & Services

051	Butane Gas Distributors	\$	375.00
027h	Car Washes	\$	100.00
115a	Gas-Oil-Bulk Plant	\$	375.00
118b	Glass Sales and Installation	\$	100.00
027e	Leasing and Rentals	\$	100.00
163a	Motorcycle Dealer: New and Used (copy of state issued lic.)	\$	245.00
163b	Motorcycle Repair only	\$	125.00
027a	New Auto Dealer: Each Location (Copy of State Issued Lic)	\$	400.00
027b	New Boat Dealer (copy of state issued lic.)	\$	400.00
027g	Parking Lots-Rentals/Park & Sell	\$	100.00
027l	Recapping	\$	100.00
027f	Repair Shops-Garages-Generator Radiator Shops	\$	125.00
028a	Service Station - First Pump 75, each additional 20	\$	75.00
027n	Towing	\$	100.00
027c	Used Auto Dealer: Ea. Location (copy of state issued lic.)	\$	245.00
027d	Used Boat Dealer (copy of state issued lic.)	\$	245.00

Bakeries/Pastries

033c	Bakery Depot/Thrift	\$	75.00
033a	Retail Basketries-Pastry	\$	125.00

Banking & Loan

034c	Banks - Per Branch	\$	226.50
147a	Loan Company-Personal	\$	226.50
147c	Loan Real Estate Auto	\$	226.50
147b	Loan Savings	\$	226.50
034a	Main Bank	\$	2,720.00

Bottlers

043d	Agents and Distributors	\$	175.00
043c	Bottlers Over 2,000 Cases/Day	\$	400.00

Cleaners/Laundry

065b	Cleaner-Pressers-Laundry	\$	125.00
066	Coin Operated Self-Serve Laundry	\$	125.00
146a	Linen/Towel/Uniform	\$	275.00
146b	Uniform Service Only	\$	375.00

Construction/Contractors

074c	Contractor/Realtor	\$	175.00
074a	General Contractor	\$	225.00
074b	House Builders	\$	175.00
074d	Subcontractors	\$	100.00

Hotel/Motel

127a	Hotel 1 to 9 Rooms	\$	100.00
127b	Hotel 10 to 19 Rooms	\$	125.00
127c	Hotel 20 to 29 Rooms	\$	150.00
127d	Hotel 30 to 39 Rooms	\$	175.00
127e	Hotel 40 to 49 Rooms	\$	225.00
127f	Hotel 50 to 74 Rooms	\$	275.00
127g	Hotel 75 to 99 Rooms	\$	325.00
127h	Hotel 100 to 150 Rooms	\$	400.00
127i	Hotel 151 and over Rooms	\$	450.00

Ice

131a	Ice Dealer Manufacturing Frozen Food Locker	\$	125.00
131b	Ice Dealer W/Truck	\$	75.00

Ice Cream

130a	Ice Cream Drive in	\$	125.00
130c	Ice Cream Manufacturing/Storage/Wholesale	\$	225.00
130b	Ice Cream Vendor per Truck	\$	75.00

Itenerant Merchants (4 months)

177	Door to Door Sales	\$	75.00
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Machinery

149b	Machine Rentals	\$	100.00
149a	Machine Shop	\$	125.00
149d	New and Used Machinery	\$	375.00

Manufacturers

152a	Manufacturers 1 to 5 Employees	\$	100.00
152b	Manufacturers 6 to 15 Employees	\$	150.00
152c	Manufacturers 16 to 30 Employees	\$	200.00
152d	Manufacturers 31 to 40 Employees	\$	375.00
152e	Manufacturers 41 to 50 Employees	\$	525.00
152f	Manufacturers 51 to 55 Employees	\$	600.00
152g	Manufacturers 56 to 65 Employees	\$	650.00
152h	Manufacturers 66 to 80 Employees	\$	700.00

152i	Manufacturers 81 to 90 Employees	\$ 875.00
152j	Manufacturers 91 to 99 Employees	\$ 1,025.00
152k	Manufacturers 100 to 120 Employees	\$ 1,100.00
152l	Manufacturers 121 to 140 Employees	\$ 1,142.00
152m	Manufacturers 141 to 160 Employees	\$ 1,150.00
152n	Manufacturers 161 to 180 Employees	\$ 1,375.00
152o	Manufacturers 181 to 199 Employees	\$ 1,525.00
152p	Manufacturers 200 to 220 Employees	\$ 1,600.00
152q	Manufacturers 221 to 240 Employees	\$ 1,650.00
152r	Manufacturers 241 to 260 Employees	\$ 1,700.00
152s	Manufacturers 261 to 280 Employees	\$ 1,875.00
152t	Manufacturers 281 to 299 Employees	\$ 2,025.00
152u	Manufacturers 300 & Over Employees	\$ 2,525.00

Meat

155c	Meat Market/Wholesale	\$ 350.00
155a	Meats Packing House	\$ 550.00

Media

088	Directories/Printing/Publishing	\$ 275.00
166a	Newspaper Publisher/Daily	\$ 1,100.00
193a	Radio Station	\$ 600.00
224	Television Station	\$ 625.00

Medical Marijuana

289	Cultivation Center	\$ 300.00
290	Dispensary	\$ 300.00

Medical Professionals

022	Artificial Limbs	\$ 100.00
062	Chiropodist (each)	\$ 250.00
063	Chiropractor (each)	\$ 200.00
078	Counseling Service (each)	\$ 125.00
083	Dental Lab	\$ 200.00
084	Dentist (each)	\$ 200.00
279	Medical Laboratories	\$ 200.00
188	Medical Professionals not classified (each)	\$ 200.00
172	Optometrist (each)	\$ 200.00
180	Physicians (each)	\$ 300.00
189	Psychologists (each)	\$ 200.00
280	Therapist (each)	\$ 200.00
233	Veterinarians	\$ 200.00

Mobile Homes

159a	Mobile Home Repairs/Escort	\$	100.00
159c	New Mobile Home Sales	\$	325.00
159d	Used Mobile Home Sales	\$	225.00

Realtors

195b	Real Estate Agent (each)	\$	40.00
195a	Real Estate Broker (each)	\$	125.00

Recreation

285	Bands	\$	100.00
044	Bowling Alley	\$	480.00
055a	Carnival-Rides-Games	\$	100.00
244	Circus	\$	100.00
286	Clowns	\$	100.00
080c	Dance Hall	\$	400.00
162d	Drive In-Each	\$	300.00
119c	Driving Range	\$	100.00
287	Entertainers	\$	100.00
119a	Golf Course-Public	\$	100.00
288	Magicians	\$	100.00
119b	Miniature Golf	\$	100.00
162c	Movie Theater 1001 and over Seats	\$	980.00
162a	Movie Theater 500 or less Seats	\$	450.00
162b	Movie Theater 501 to 1000 Seats	\$	700.00
184	Pool Hall	\$	100.00
194	Recreation Centers	\$	100.00
216	Skating Rink	\$	100.00

Restaurants

200a	Restaurants 1 to 20 Seats	\$	75.00
200b	Restaurants 21 to 30 Seats	\$	100.00
200c	Restaurants 31 to 40 Seats	\$	125.00
200d	Restaurants 41 to 75 Seats	\$	150.00
200e	Restaurants 76 to 100 Seats	\$	185.00
200f	Restaurants 101 to 150 Seats	\$	225.00
200g	Restaurants 151 to 225 Seats	\$	265.00
200h	Restaurants 226 to 300 Seats	\$	300.00
200i	Restaurants 300 and Over Seats	\$	325.00
200j	Delicatessen/Mobile Vending/Take-out	\$	125.00

Retail Businesses

085	Inventory Based Businesses	Varies
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Roadside Food Stands

109	Fruit/veg/Dealer/Stand/Seasonal no pro-rated	\$	75.00
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Schools/Instructional and Personal Development

020	Art-Teachers/Class	\$	75.00
080b	Dancing School/etc.	\$	100.00
284	Instructor	\$	100.00
141	Karate School	\$	100.00

Second Hand Stores/Pawn/Crafts

015	Antique Stores	\$	100.00
283	Craft Malls	\$	100.00
107	Flea Markets/Storage/Outdoor/Contained Buildings	\$	100.00
176	Pawn Shop	\$	100.00
211	Second Hand/Consignment Shops	\$	100.00

Service Businesses

001	Abstract	\$	125.00
002	Accountants	\$	125.00
003	Adjusters plus each Adjusters \$50	\$	175.00
005	Advertising-Poster-Painter-Neon-Magnetic Signs	\$	100.00
008	Airplane-Sales-Schools-Service	\$	100.00
277	Ambulance Service	\$	175.00
014	Animal Clinics	\$	175.00
013	Answering Service	\$	100.00
017	Appraisers (each)	\$	175.00
021	Architect	\$	125.00
018	Armature Winding	\$	100.00
025	Attorney	\$	175.00
026c	Auction house/Lot per Year	\$	125.00
026a	Auctioneers-per person-per year	\$	75.00
030	Awnings, Shutters-Tent Fabric, and Metal	\$	100.00
031	Bail Bonds	\$	100.00
032	Bait Shops	\$	100.00
037c	Barber and Beauty Schools	\$	100.00
037a	Barber and Beauty Shops-Salons \$15 each additional chair	\$	45.00
038a	Bicycle-Sales-Service	\$	125.00
040	Blue Print Map Makers: changed to fixed fee	\$	75.00
041	Bookkeeper/Secretarial Services	\$	100.00
046	Brokers (INC, SEC & COMMOD)	\$	100.00
049	Business Machines-Equipment	\$	100.00
050	Business Schools	\$	100.00
058	Catering Services	\$	100.00

064	CB Shops	\$	100.00
059b	Cement-Ready Mix per Truck	\$	175.00
067	Collection Agency	\$	100.00
068	Commercial Artist	\$	100.00
071a	Computer-Sales-Service-Internet Business	\$	125.00
072	Concrete Manufacturing Plant	\$	325.00
075	Consulting Services	\$	100.00
079	Credit Bureau	\$	150.00
081c	Data Processing-Equipment Services	\$	100.00
082	Delivery Services	\$	100.00
089	Distributors	\$	125.00
090	Draftsman	\$	175.00
091	Draperies-Installation-Manufacturing	\$	100.00
092	Dressmaker	\$	100.00
095b	Elevators 750,000 Bushels or more	\$	3,000.00
096	Employment Agency	\$	100.00
097	Engineers	\$	175.00
098	Engravers	\$	100.00
099	Equipment Rental Agency	\$	175.00
100	Exterminators Plus Each Additional Truck \$50	\$	125.00
104a	Feed Mills and Store	\$	125.00
105	Fire Extinguisher Services	\$	100.00
106	Fish Market or Peddler	\$	100.00
108	Florist-Nursery	\$	175.00
110	Funeral Homes and Directors	\$	250.00
113	Furniture Refinishing	\$	100.00
122	Guard Service	\$	100.00
121b	Gun Repair-Sales	\$	100.00
125	Hearing Aid Agency	\$	100.00
132	Income Tax Service	\$	125.00
136	Inventory Service	\$	100.00
137	Iron Dealer	\$	400.00
138a	Janitorial Service	\$	100.00
139b	Jewelry Repair and Gold Dealers	\$	100.00
142	Kindergarten Daycare	\$	100.00
144a	Landscaping	\$	175.00
148	Locksmith	\$	100.00
153	Massage Therapists	\$	100.00
158	Misc. Business (otherwise not classified)	\$	100.00
165c	Musical Repair-Supply	\$	125.00
206	Nail Salon	\$	100.00
167	Nursery-Shrubbery Service	\$	175.00
168	Nursing Homes	\$	100.00
171a	Optical Manufacturing-Supplies	\$	175.00

178	Pet Groomer	\$	100.00
179b	Photographer Studio-Developer	\$	75.00
185a	Printing Services	\$	125.00
278	Professions not classified	\$	175.00
190	Public Relations	\$	100.00
193b	Radio and Audio Repair	\$	100.00
199	Repair Shops not classified	\$	100.00
205a	Salvage Dealers	\$	125.00
268	Security Services	\$	100.00
281	Service Business not classified	\$	100.00
214	Sewing Machine-Service	\$	100.00
215b	Shoe Repair Shops	\$	100.00
218	Stone-Monument	\$	100.00
220	Storage Rentals	\$	100.00
221	Tattoo Parlor	\$	100.00
222	Taxi Cab: Limousine per each vehicle	\$	75.00
223b	Television Dealer-Repair	\$	100.00
227	Travel Agency	\$	100.00
229	Upholstery Shop	\$	100.00
238	Wig Shop	\$	100.00
282	Workout Gym	\$	100.00
144b	Yard Mowing	\$	100.00

Utilities

247	Co-Ops	\$	1,100.00
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Vending Machines

232c	Amusement Vending Machines (each)	\$	20.00
073	Confectionery	\$	100.00



Legislation Details (With Text)

File #:	RES-18:101	Version:	1	Name:	APPROVE THE 2018 ANNUAL ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND BUDGET
Type:	Resolution	Status:			Recommended to Council
File created:	6/21/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2018 ANNUAL ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND BUDGET				
Sponsors:	Grants, Community Development				
Indexes:					
Code sections:					
Attachments:	2018 Action Plan DRAFT				

Date	Ver.	Action By	Action	Result
6/26/2018	1	Finance & Administration Council Committee		

A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2018 ANNUAL ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND BUDGET.

WHEREAS, the City of Jonesboro has held two public hearings and one public comment period for the Annual Action Plan; and

WHEREAS, the 2018 Annual Action Plan is in the second year of the (2017 - 2021) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the Five-Year Consolidated Plan was approved through RES-17:115 by the City Council on August 21, 2017; and

WHEREAS, the Action Plan contains the FY2018 Community Development Block Grant Projects and Budget for \$622,310 of Federal funds. The 2018 Action Plan's budget has been listed below:

1) Homeowner Rehabilitation Assistance (may include sewer connection)	\$ 141,705.50
2) Homeownership Assistance	\$ 14,000.00
3) Demolition & Clearance Assistance	\$ 10,000.00
4) Homeless Services/Prevention	\$ 50,000.00
5) Mid-South Health Systems - Transitional Group Home	\$ 25,209.00
6) Patrick Street Sidewalks	\$ 110,000.00
7) Rotary Park	\$ 25,000.00
8) Northside Park - Deral Burrow Memorial Park	\$ 50,000.00
9) Hispanic Community Services, Inc.	\$ 20,000.00
10) West End Neighborhood Association	\$ 11,981.00

11) Habitat for Humanity of Greater Jonesboro	\$ 19,952.50
12) Microenterprise Business Accelerator (MBA)	\$ 20,000.00
13) CDBG Program Planning & Administration	\$ 124,462.00

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

SECTION 1: The 2018 Action Plan, attached hereto is hereby approved by the City Council.

SECTION 2: The 2018 CDBG Projects and Budget are hereby approved for the Action Plan.

SECTION 3: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized to execute all documents necessary to effectuate the Action Plan.

SECTION 4: The Grants and Community Development department is hereby directed to submit the plan to the U.S. Department of Housing and Urban Development on July 6, 2018 through IDIS.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Entitlement Program allocates annual funds to the City of Jonesboro, Arkansas. The CDBG Program is authorized under Title 1 of the Housing and Community Development Act of 1974. The purpose of the program is to provide funding for grantees to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities benefitting for low- and moderate-income persons within city limits of Jonesboro. CDBG eligible activities must address one of the following three National Objectives:

- Benefit to low-and moderate-income (LMI) persons or households;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (urgent need).

City of Jonesboro, as grantee, carry out a wide range of community development activities, such as, housing, economic development, and public services within the following programs:

- Homeowner Rehabilitation Assistance Program;
- Homeownership Assistance Program;
- Demolition & Clearance Assistance Program;
- Public Services;
- Public Facilities and Improvements;
- Microenterprise Business Accelerator (MBA); and
- Homelessness Prevention.

Designed to set goals that address community needs, the City of Jonesboro 2018 Annual Action Plan is an addition to 2017 – 2021 (Five-Year) Consolidated Plan. This Action Plan is a report with descriptions and action items for specific activities that meet the goals outlined in the original Consolidated Plan.

As the lead agency for the Consolidated and Annual Action Plan, the City of Jonesboro Department of Grants and Community Development follows a citizen participation plan

to include citizens, City departments, CDBG Citizens Advisory Committee, non-profits, and other public and private entities to contribute in the development of the Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Jonesboro Department of Grants and Community Development along with citizens' participation process have identified objectives and outcomes to provide decent housing, a suitable living environment, and by expanding economic opportunities benefitting for low- and moderate-income persons within city limits of Jonesboro.

Based on the responses of surveys during the public hearing, the citizens scored three community needs higher. Economic development was the highest scored community need, following with housing and homelessness. These surveys were taken into consideration to identify objectives and outcomes for the 2018 Annual Action Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Jonesboro has continued addressing homelessness prevention, a problem identified by the Homelessness Task Force Coalition. The HUB (Helping Underserved Belong) Program has provided services to the homeless and those at risk to become homeless. The Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funds have enable the City to provide rent assistance and utility bill payments for low-and moderate-income persons homeless and/or at risk of homelessness. Furthermore, the City has continued forming partnerships with other entities to establish two of the activities mentioned above, fund the Homeless Shelter, and introduce and manage the Veteran Village.

Housing services have been one of the priorities for the Grants and Community Development Department. Providing low-and moderate-income persons with decent housing and a suitable living environment is a continuing effort. Homeownership and Homeowner Rehabilitation Assistance, and other activities funded have been instrumental to enable the City to address issues that homeowners encounter by living in substandard conditions. The partnership with Mid-South Health Systems (MSHS) is a

great example addressing the City's goals of providing decent housing and a suitable living environment. In the past, MSHS has been awarded funds to rehabilitate their Transitional Group Homes to improve the quality of living conditions for individuals suffering mental illnesses.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City follows the citizen participation plan to include citizens, City departments, non-profits, and other public and private entities to contribute in the development of the Plan. The CDBG Citizens Advisory Committee and the Grants and Community Development Department staff are involved in the decision-making for funds allocation. Citizens have the opportunity provide input and informed throughout the planning process by participating in public hearings and public review and comment period, all advertised in local newspaper and City website.

On January 3, 2018, the *Notice of Funding Availability* and *Notice of Request for Proposal* was published in the local newspaper. The Notice of Public Hearing was advertised on January 25, 2018 for two separate hearing on February 15, 2018. The two public hearings were at two different locations and times most convenient to citizens to encourage participation. The CDBG Citizens Advisory Committee (CAC) met on February 20, 2018 to review and score the proposals submitted. At this meeting, the CAC also identified objectives for the 2018 Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Through the newspaper advertisement, the website, and City social media the public where given the opportunity for a 30-days public comment period. There were no comments or concerns submitted or brought up to the department.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. No comments or views were received.

7. Summary

Not applicable.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	City of Jonesboro, AR	Dept. of Grants and Community Development
CDBG Administrator	City of Jonesboro, AR	Dept. of Grants and Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Jonesboro Department of Grants and Community Development is the lead agency assigned to administrate, implement and oversee the Community Development Block Grant (CDBG) funded programs and activities. The staff are responsible of preparing the Consolidated Plan and Annual Action Plan with the input and collaboration with citizens, public and private entities.

Consolidated Plan Public Contact Information

Tiffny Calloway

Director of Community Development

tcalloway@jonesboro.org

870-336-7229

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Jonesboro recognizes that collaborating with citizens, public and private entities is vital for the advancement of the community. The Grants and Community Development Department administers the Community Development Block Grant and continuously form partnerships with organizations to provide input on their field of expertise to better assist the department in developing the Plan.

During the planning process for the 2018 Annual Action Plan, the City consulted with the community, City departments, public and private organizations. Collaborated and consulted with the Jonesboro Urban Renewal & Housing Authority (JURHA), Crowley's Ridge Development Council (CRDC), Department of Human Services, United Way of Northeast Arkansas, Habitat for Humanity of Greater Jonesboro, and many other organizations and agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Jonesboro receives input from City departments, Citizens Advisory Committee, public and private organizations, and federal and state agencies to coordinate community development and housing services. Coordination between entities include strategizing, communicating, and serving on committees and boards.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Jonesboro is involved with planning and strategizing of the Homelessness Task Force Coalition, a member of the Arkansas Balance of State, collaborate with Jonesboro Housing Authority (JURHA).

During the planning process, the jurisdiction reached out to JURHA, Mid-South Health Systems, Goodwill Industries, the Northeast Arkansas Regional Transportation Planning Commission (N.A.R.T.C.P), East Arkansas Planning and Development District (EAPDD), Craighead County Veterans Services, Crowley's Ridge Development Council (CRDC), Hispanic Community Services, Inc. (HCSI), and a host of other non-profit organizations, church outreach ministries, community groups and neighborhood associations.

The City conducts the annual Point in Time Count (PIT); collaborates with its partners to serve the homeless populations and at-risk of becoming homeless. The PIT count this year, an increase of individuals being homeless within Craighead County than in Greene or Poinsett.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Jonesboro planning process is a 12-month process that solicits and accepts input throughout the year. Information and data are collected from federally mandated public hearings; including CDBG, AFH hearings, community meetings and listening sessions. The jurisdiction met with the local housing authority on several occasions to plan and discuss the joint AFH plan. This process has enhanced the avenues for sharing data and gaining a better understanding of how we can coordinate our efforts to improve the lives of our low- and moderate-income citizens. Additionally, social service agencies and other entities were also invited to the table during the planning process as well as throughout the year. This year-long listening process has proven to be successful in gaining input from a cross-section of the community and service providers.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Jonesboro Urban Housing Renewal
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans AFH Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Jonesboro Urban Renewal and Housing Authority (JURHA) is the jurisdiction's partner on the development of the AFH Plan. They provided the public housing needs, housing choice vouchers data and assisted in the public hearings. In addition to the AFH partnership, JURHA has representation on the Homeless Taskforce since its inception.
2	Agency/Group/Organization	East Arkansas Planning & Development District, Inc.

	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	EAPDD has developed through a Housing Sustainability and Economic Development Plan in 2014 for 12 counties in Northeast Arkansas. This plan was made possible through the HUD Sustainability and Economic Growth Program and the City was an active participant in their study for housing stock and economic conditions.
3	Agency/Group/Organization	Jonesboro Metropolitan Planning Organization
	Agency/Group/Organization Type	Other government - County Regional Planning and Transportation
	What section of the Plan was addressed by Consultation?	Transportation Planning
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Jonesboro has consulted over the last three years regarding transportation planning for the City and County jurisdictions.
4	Agency/Group/Organization	Jonesboro Economical Transportation System
	Agency/Group/Organization Type	Public Transit Organization Grantee Department
	What section of the Plan was addressed by Consultation?	Public Transportation
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	JET has been involved in the transportation needs for our low-and moderate-income populations as well the homelessness programs of the jurisdiction.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable - None known.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Jonesboro	This plan overlaps the Consolidated and Action Plans through ensuring affordable and decent housing is available for the homeless to become independent and integrated into the community. In addition, transportation planning and implementation was the second goal that was part of both programs for the jurisdiction.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The citizen participation process began with advertising the *Notice of Funding Availability* and *Notice of Request for Proposal* in the local newspaper and City website on January 3, 2018. The Notice of Public Hearing was advertised in the local newspaper, flyers were put on City's social media and website on January 25, 2018 for two separate hearing on February 15, 2018. The CDBG Citizens Advisory Committee (CAC) met on February 20, 2018 to review and score the proposals submitted. At this meeting, the CAC also identified objectives for the 2018 Annual Action Plan. On May 30, 2018 advertisement for *Notice of 30 Days Public Comment Period* for the 2018 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Advertisement, email messages, City social media flyer posts and website calendar announcements, and flyers posted around town parks/community centers	Non-targeted/broad community Non-Profit Organization	Non-profit organizations accessed application (RFP) on City website. Four (4) organizations submitted proposals for projects servicing LMI persons.	No public comment received.	Not Applicable	
2	Public Hearing	Non-targeted/broad community	Citizens, Citizens Advisory Committee members, and non-profit organizations attended on February 15, 2018 two separate meetings.	Dept. staff made presentation of all activities and organizations' proposals accepted. Attendees filled out a short survey identifying priority community needs.	12 individuals filled out the surveys identifying the community needs as priority: 6/12 – Economic Development. 3/12 – Housing and Homelessness	
3	Newspaper Ad online and printed, City social media and website post	Non-targeted/broad community	2018 AAP draft displayed for review and comment period.	No comments received during public comment period.	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal	Housing services Homeless Prevention Public Services Public Facilities & Improvements Economic Development Administration & Planning	622,310	0.00	104,034.54		422,852.10	This is the expected amount of CDBG funds for the remainder of the Consolidated Plan. It is estimated by the Year One (1) allocation times two (2)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

None at this time.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Not Applicable

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	AFH: Establish a City Land Bank	2017	2021	Affordable Housing Non-Housing Community Development	Citywide	AFH: Location and Type of Affordable Housing AFH: Availability of Affordable Units in a Range	CDBG: \$14,000	Homeowner Housing Added: 2 Household Housing Unit
2	AFH: Increase Accessibility for the Disabled	2017	2019	Non-Homeless Special Needs Non-Housing Community Development	Jonesboro- Low Income Areas	AFH Factor: Lack of Public Investment - Transit AFH: Access to Transportation for Persons AFH: Inaccessible Sidewalks, Pedestrian Crossings	CDBG: \$100,000	Other: 1 other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Create Attractive Neighborhood-Livability	2017	2021	Create Attractive Neighborhood-Livability	North Jonesboro Citywide LMI Areas	AFH: Availability, type, frequency & reliability AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public	CDBG: \$94,800	Public service activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted Homeowner Housing Rehabilitated: 10 Household Housing Unit Buildings Demolished: 2 Buildings
4	AFH: Develop a Community Revitalization Strategy	2017	2021	Non-Housing Community Development	Citywide Citywide LMI Areas North Jonesboro	AFH: Lack of Private Investments AFH: Occupancy Codes and Restrictions AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a Range AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public	CDBG: \$325,191	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4 Persons Assisted Other: 3 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	AFH: Improvement of Public Transit	2017	2021	Public Housing Transportation	Citywide LMI Areas North Jonesboro	AFH Factor: Lack of Public Investment - Transit AFH: Access to Transportation for Persons AFH: Inaccessible Sidewalks, Pedestrian Crossings	CDBG: \$0 Competitive McKinney-Vento Homeless Assistance Act: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
6	AFH: Establish a Citizen Fair Housing Advisory Board	2017	2018	Affordable Housing Public Housing Homeless	Citywide	AFH: Availability, type, frequency & reliability AFH: Community Opposition AFH: Location and Type of Affordable Housing AFH: Occupancy Codes & Restrictions AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing	CDBG: \$0 Competitive McKinney-Vento Homeless Assistance Act: \$0	Citizens Fair Housing Advisory Board established March 2018. 8 board members. Objective: Fair Housing Training through Fair Housing Commission

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	AFH: Increase Fair Housing Knowledge	2017	2021	Affordable Housing Public Housing	Citywide	AFH Factor: Lack of Public Investment - Transit AFH: Availability, type, frequency & reliability AFH: Lack of Private Investments AFH: Location and Type of Affordable Housing AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a Range AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public	CDBG: \$0 Competitive McKinney-Vento Homeless Assistance Act: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 262 Persons Assisted
8	AFH: Increase Awareness & Enforcement	2017	2019	Affordable Housing Public Housing	Citywide LMI Areas	AFH: Availability, type, frequency & reliability AFH: Community Opposition AFH: Location and Type of Affordable Housing AFH: Private Discrimination AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing	CDBG: \$0 Competitive McKinney-Vento Homeless Assistance Act: \$0	Public service activities for Low/Moderate Income Housing Benefit: 30 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	AFH: Increase Acceptability of Housing Choice	2017	2021	Affordable Housing Public Housing	Citywide LMI Areas	AFH: Lack of Private Investments AFH: Location and Type of Affordable Housing AFH: Occupancy Codes and Restrictions AFH: Private Discrimination AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Availability of Affordable Units in a Range AFH: Lack of Transitional Housing	CDBG: \$0 Competitive McKinney-Vento Homeless Assistance Act: \$0	Other: 10 other
10	Housing and Services Opportunities to the Homeless	2017	2021	Homeless	Citywide	AFH Factor: Lack of Public Investment - Transit AFH: Availability, type, frequency & reliability AFH: Lack of Private Investments AFH: Private Discrimination AFH: Availability of Affordable Units in a Range AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public	CDBG: \$50,000 Competitive McKinney-Vento Homeless Assistance Act: \$94,397	Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted Homelessness Prevention: 50 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	AFH: Establish a City Land Bank
	Goal Description	City Land Bank for vacant lots and donated property for the repurpose of property into affordable residential housing, this will provide low-income households to become homeowners.
2	Goal Name	AFH: Increase Accessibility for the Disabled
	Goal Description	Opportunities and accessibility issues for individual with disabilities goes to the heart of fair housing issues for these residents. Individuals with disabilities without transportation and other key public infrastructures can cause limited housing opportunities to exist throughout the city.
3	Goal Name	Create Attractive Neighborhood- Livability
	Goal Description	This goal will specifically target the slums and blight elimination in the low-income neighborhoods. In addition, it addresses park and recreational centers improvements, provide public services for low-income individuals and encourages employment programs for those identified areas.
4	Goal Name	AFH: Develop a Community Revitalization Strategy
	Goal Description	Fair housing is not only about housing, but also about ensuring all residents have a great quality of life. The development of revitalization strategies will allow all residents to provide input into the vision of the quality of life they want for their neighborhood. Revitalization strategies will address contributing factors expressed by residents and staff identified throughout the AFH. The Census data shows that over the last ten years, there has been a constant flow of moderate/middle income families as well as white families moving out of North Jonesboro. Over the same period, there has been a constant influx of low- income and minorities moving into North Jonesboro. If this trend continues, it is only a matter of time before this R/ECAP become a slum and blight neighborhood; then criminal activities will filter into the area.

5	Goal Name	AFH: Improvement of Public Transit
	Goal Description	The Jonesboro Housing Authority is unfamiliar with the challenges facing the city in providing transportation for more routes and extending hours to weekends. The PHA is requesting a representative from the Housing Authority be added to the committee to promote the needs of Publicly Assisted Housing residents who rely on JET for transportation. The limited schedule affects their ability to access opportunity including jobs in the service industries, third-shift jobs, and other community amenities. Many residents who are impacted include the elderly, disabled and minorities.
6	Goal Name	AFH: Establish a Citizen Fair Housing Board
	Goal Description	Establish a Citizens Fair Housing Board to educate residents (with a focus on protected classes) on how to effectively utilize fair housing laws; and to reduce opposition community to the development of affordable housing in high opportunity areas in Jonesboro.
7	Goal Name	AFH: Increase Fair Housing Knowledge
	Goal Description	Citizen's Fair Housing Board increase knowledge and understanding of fair housing among property owners and residents to affirmatively further fair housing, international property maintenance codes and influence the State of Arkansas to create tenant/landlord laws. This addresses the issues because education of the public regarding their rights and responsibilities with regards to the fair housing law is an essential component of fair housing enforcement. This includes the education of landlords and tenants, housing and financial providers, as well as citizens. Potential victims of housing and/or lending discrimination law should be aware of fair housing issues, know what constitutes a violation, and what they can do in the event they believe they have been discriminated against. Likewise, it is important for lenders, housing providers, and their agents to know what their responsibilities are and when they may be violating fair housing law. The Community Development Office is responsible for conducting public education, training and outreach of fair housing rights and remedies in Jonesboro. People are often unaware of their fair housing rights. Housing discrimination tends to be more subtle these days than it was in the past. Instead of saying no children are allowed, unreasonable occupancy standards may exclude families with children. Rather than saying, "We do not rent to Hispanics," a rental agent may say they have no vacancies, when, in fact, they have vacancies. In addition, a person who believes he/she may have been discriminated against will probably do nothing if he/she does not realize a telephone call can initiate intervention and a resolution, without expenditure of funds or excessive time.

8	Goal Name	AFH: Increase Awareness & Enforcement
	Goal Description	Increasing awareness and enforcement of fair housing among publicly assisted families.
9	Goal Name	AFH: Increase Acceptability of Housing Choice
	Goal Description	<p>Increase the number of property owners willing to accept housing choice vouchers to open up available housing throughout the community due to the lack of affordable housing for publicly assisted families in the housing choice voucher programs.</p> <p>Jonesboro is one of the fastest growing cities in the State of Arkansas with an increase of 23.5% from 2000 per Jonesboro Regional Chamber of Commerce with an annual growth rate of 2%. It is a challenge to enlist owners who willing to participate in the HGV program because it is a "sellers' market" where there are more renters looking for units than there are rentals available.</p>
10	Goal Name	Housing and Services Opportunities to the Homeless
	Goal Description	Increase housing and services opportunities to the homeless populations.

Projects

AP-35 Projects – 91.220(d)

Introduction

The U.S. Department of Housing and Urban Development (HUD) has allocated \$622,310 of Community Development Block Grant (CDBG) funds for the City of Jonesboro to achieve their set goals of activities listed in the 2018 Action Plan.

Projects

HOUSING SERVICES		
1	Homeowner Rehabilitation Assistance (may include sewer connection)	\$141,705.50
2	Homeownership Assistance	\$14,000
3	Demolition & Clearance Assistance	\$10,000
HOMELESS SERVICES/PREVENTION		
4	Transitional Housing for Veterans	\$50,000
PUBLIC FACILITIES & IMPROVEMENTS		
5	Mid-South Health Systems – Transitional Group Home	\$25,209
6	Patrick Street Sidewalks	\$110,000
7	Rotary Park	\$25,000
8	Northside Baseball Park – Deral Burrow Memorial Park	\$50,000
PUBLIC SERVICES		
9	Hispanic Community Services, Inc.	\$20,000
10	West End Neighborhood Association	\$11,981
11	Habitat for Humanity of Greater Jonesboro	\$19,952.50
ECONOMIC DEVELOPMENT		
12	Microenterprise Business Accelerator (MBA)	\$20,000
ADMINISTRATION		
13	CDBG Program Planning & Administration	\$124,462

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The above listed activities are the proposed and approved projects for the 2018 – 2019 program year. The City of Jonesboro aims to fund activities that benefit low-and moderate-income persons.

AP-38 Project Summary

Project Summary Information

1	Project Name	Homeowner Rehabilitation Assistance (may include sewer connection)
	Target Area	Citywide
	Goals Supported	AFH: Develop a Community Revitalization Strategy Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Location and Type of Affordable Housing AFH: Occupancy Codes and Restrictions AFH: Deteriorated and Abandoned Properties AFH: Availability of Affordable Units in a Range
	Funding	CDBG: \$141,705.50
	Description	The City will rehabilitate housing unit for low-and moderate-income homeowner-occupant to provide decent and standardized housing for those whom are unable to fund the repairs of their housing units.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The City will repair approximately 12 housing units for qualified LMI homeowner-occupants.
	Location Description	Citywide
	Planned Activities	It may include replacement, repair, and installations of roof, heat and air units, plumbing, electrical, foundation, windows, doors and many more.
2	Project Name	Homeownership Assistance
	Target Area	Citywide
	Goals Supported	AFH: Establish a City Land Bank
	Needs Addressed	AFH: Location and Type of Affordable Housing AFH: Availability of Affordable Units in a Range
	Funding	CDBG: \$14,000
	Description	Assist qualified LMI first-time homebuyers with closing-cost/down-payment.

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The City will assist 4 LMI first-time homebuyers.
	Location Description	Citywide
	Planned Activities	Grant assistance for 4 LMI first-time homebuyers with closing-cost/down-payment.
3	Project Name	Demolition & Clearance Assistance
	Target Area	Citywide
	Goals Supported	AFH: Develop a Community Revitalization Strategy Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Deteriorated and Abandoned Properties AFH: Lack of Community Revitalization Strategies
	Funding	CDBG: \$10,000
	Description	Assist LMI homeowners with funds to demolish their vacant blighted houses. The City aims to continue on preventing and or eliminating slum and blight.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The City will provide assistance for 2 – 3 demolition or clearance projects. Approximately 3 LMI households will benefit from the program.
	Location Description	Citywide
	Planned Activities	The jurisdiction will assist four low- to moderate- income neighborhoods with the removal of blighted and deteriorated structures that are public safety issues and increase the revitalization efforts within those neighborhoods.
4	Project Name	Transitional Housing for Veterans
	Target Area	Jonesboro low-to moderate-income census tracts
	Goals Supported	Affordable Housing for Veterans

		Increase Access to Quality facility and services
	Needs Addressed	Affordable Housing for Veterans Increase Access to Quality facility and services
	Funding	CDBG: \$50,000
	Description	Veterans Village: Contraction of supportive housing for veterans.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 LMI families
	Location Description	City of Jonesboro
	Planned Activities	The City will construct supportive transitional housing for the area Veterans in the city.
5	Project Name	(PF) Mid-South health Systems – Transitional Group Home
	Target Area	LMI Areas
	Goals Supported	AFH: Develop a Community Revitalization Strategy Housing and Services Opportunities to the Homeless
	Needs Addressed	AFH: Occupancy Codes and Restrictions AFH: Lack of Transitional Housing AFH: Lack of Services & Amenities - Public
	Funding	CDBG: 25,209
	Description	Upgrading transitional housing for the mentally ill exiting institutional setting.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 30 individuals currently live in the three transitional group homes being rehabilitated.
	Location Description	1905, 1913, and 1919 Race Street, Jonesboro

	Planned Activities	Mid-south Mental Health Systems has three transitional housing for mentally and physically disabled individuals. The transitional houses will be rehabilitated to weatherize and install new windows.
6	Project Name	(PI) Patrick Street Sidewalks
	Target Area	Jonesboro LMI Area (specific street)
	Goals Supported	AFH: Increase Accessibility for the Disabled
	Needs Addressed	AFH: Access to Transportation for Persons AFH: Inaccessible Sidewalks, Pedestrian Crossings
	Funding	CDBG: 110,000
	Description	Patrick Street construction of new sidewalks. The street has had an increase of vehicle and foot traffic in the past few years and there are no sidewalks for pedestrians.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Over 5000 residents and commuter drivers will be directly benefitting of the public improvements. Sidewalks will benefit drivers and pedestrians to avoid danger of hitting pedestrians walking on the road.
	Location Description	Jonesboro residential area
	Planned Activities	Construction of new sidewalks. The street has had an increase of vehicle and foot traffic in the past few years and there are no sidewalks for pedestrians.
7	Project Name	(PI) Rotary Park
	Target Area	Citywide
	Goals Supported	AFH: Develop a Community Revitalization Strategy Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Lack of Community Revitalization Strategy
	Funding	CDBG: 25,000
	Description	Purchasing wall stage unit for Rotary Park.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	The entire city will benefit from the accessibility to the park where community activities and entertainment will be hosting to bring families in to the downtown area.
	Location Description	Jonesboro Downtown – Rotary Park located at the corner of Monroe St. and Church St.
	Planned Activities	Purchasing wall stage unit for Rotary Park.
8	Project Name	(PI) Northside Park – Deral Burrow Memorial Park
	Target Area	Jonesboro Jonesboro LMI Area North Jonesboro
	Goals Supported	Create Attractive Neighborhood- Livability Create Green Space to Promote Healthy Living
	Needs Addressed	AFH: Lack of Services & Amenities - Public
	Funding	CDBG: 50,000
	Description	Beautifying an empty lot park. Providing area for BBQ stands and picnic area. Installing benches, tables, and playground equipment.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The entire city will benefit from the accessibility to the park where community activities and games will be hosted. Families will be able to come play, picnic, and socialize.
	Location Description	North Jonesboro Jonesboro LMI Area
	Planned Activities	Beautifying an empty lot park. Providing area for BBQ stands and picnic area. Installing benches, tables and playground equipment.
9	Project Name	(PS) Hispanic Community Services, Inc.
	Target Area	Citywide Jonesboro LMI Areas
	Goals Supported	AFH: Develop a Community Revitalization Strategy

	Needs Addressed	AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public
	Funding	CDBG: 20,000
	Description	El Centro Hispano – The Hispanic Center serves the Hispanic community in Jonesboro and providing services to LMI residents. The HELP—Hispanic Emerging Leaders Program was established to assist Hispanic/Latino students with leadership skills, options to attend college and/or learn trade skills. Students are exposed to civic community in Jonesboro and visit multiple local businesses where they may intern and or work.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 High School Students will be in the program, however, the skills and exposure they learn during this yearlong program will benefit their families, approximately 80 LMI individuals will benefit.
	Location Description	Hispanic Center – Jonesboro Hispanic Community Services, Inc. 211 Vandyne St. Jonesboro, AR 72401
	Planned Activities	Funds will be used to cover cost of 20 scholarships and administrative cost for portion of Project Coordinator's salary.
10	Project Name	(PS) West End Neighborhood Association
	Target Area	Jonesboro LMI Areas
	Goals Supported	Create Attractive Neighborhood-Livability Public Safety
	Needs Addressed	AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$11,981
	Description	West End Neighborhood Association request funds for the materials and installation of security cameras to the neighborhood park.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	The program will directly benefit 6,800 persons within the targeted neighborhood. Of those 6,800 persons, there are 1,700 households with 60% families' w/children, 20% female head of households and 20% single households. These households have elderly, physically and mentally disabled, youth and some homeless populations.
	Location Description	West End Neighborhood, CWL Park North: Union Pacific RR, south: Nettleton Ave., East: Main St., West Gee St.
	Planned Activities	Purchase and installation of security cameras at CWL Park.
11	Project Name	(PS) Habitat for Humanity of Greater Jonesboro
	Target Area	Citywide Jonesboro LMI Areas
	Goals Supported	AFH: Develop a Community Revitalization Strategy Create Attractive Neighborhood- Livability
	Needs Addressed	AFH: Lack of Community Revitalization Strategies AFH: Lack of Services & Amenities - Public
	Funding	CDBG: \$19,952.50
	Description	A Brush with Kindness is a new program developed by Habitat to work on the revitalization and beautification of neighborhoods to assist LMI homeowners with exterior home repairs, painting, and landscaping.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	5 households with benefit directly, with an impact to the entire city to prevent slum and blighted areas.
	Location Description	Citywide Habitat for Humanity of Greater Jonesboro 520 W. Monroe Ave. Jonesboro, AR 72401
	Planned Activities	Revitalization and beautification of neighborhoods to assist LMI homeowners with exterior home repairs, painting, and landscaping.
12	Project Name	Microenterprise Business Accelerator (MBA)

	Target Area	Jonesboro LMI Areas Jonesboro LMI Census Tracts
	Goals Supported	Create Economic Opportunity
	Needs Addressed	Economic Development
	Funding	CDBG: 20,000
	Description	Creation and retention of job opportunities for LMI persons.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Four businesses assisted
	Location Description	Downtown primarily, with some microenterprises located citywide.
	Planned Activities	The City anticipates assisting start-up businesses and expanding businesses in the downtown area by providing business technical assistance and working capital investment to incentivize businesses to locate to properties in the downtown area.
13	Project Name	CDBG Program Planning & Administration
	Target Area	Jonesboro North Jonesboro Jonesboro LMI Areas
	Goals Supported	AFH: Develop a Community Revitalization Strategy
	Needs Addressed	AFH: Lack of Community Revitalization Strategies AFH: Lack of Fair Housing Outreach & Enforcement AFH: Lack of Knowledge of Fair Housing AFH: Lack of Services & Amenities - Public
	Funding	CDBG: 124,462
	Description	CDBG administration costs necessary for planning, project management, implementation and compliance reporting.
	Target Date	6/30/2019

Estimate the number and type of families that will benefit from the proposed activities	Project management will directly/indirectly have a positive effect on thousands of low-to moderate-income individuals for the program year.
Location Description	City of Jonesboro 300 S. Church Street Jonesboro, AR 72401
Planned Activities	Planned activities include managing CDBG funded programs, projects, and comply with federal, state, and local laws and regulations.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

City of Jonesboro – citywide has multiple sectors where data shows low-and moderate-individuals habitat.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	53
Special-Needs	3
Total	61

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	58
The Production of New Units	0
Rehab of Existing Units	9
Acquisition of Existing Units	0
Total	77

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Jonesboro Housing Authority (JURHA) public housing developments are primarily located on the outskirts of the R/ECAP. Even though it is physically located out of the R/ECAP, based on the JURHA annual review for de- concentration in public housing, 87 percent (121 of 140 public housing residents) fall at or below the extremely low- income levels. Of the remaining eleven percent of the households (19 residents) live at the 50 percent or the very low- income levels of the city population.

Actions planned during the next year to address the needs to public housing

Jonesboro Housing Authority notes that residents have frequently given opposition to the requirement that public housing residents provide community service. However, JURHA has no choice but to implement this requirement of federal law. In designing the program, the JURHA has addressed resident concerns. Non-exempt residents will be encouraged to perform community service at the development where they reside or in their immediately surrounding communities. Activities such as participation in Neighborhood Watch, Bus Stop Patrol, Tenant Patrol, Computer Lab Volunteer, and Youth Event Chaperone are made available to residents for community service credits. Residents may, however, perform community service at locations not owned or controlled by Jonesboro Urban Renewal and Housing Authority. JURHA has ten approved work sites.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

JURHA encourages active participation in our Public Housing Resident Council. Many single parents lacked the time and scheduling conflicts from residents' work schedules prevent adequate participation in these resident council meetings. JURHA offered different schedules for resident council and their board meetings, however the varying non- traditional work schedules of our residents is still second only to lack of transportation as an excuse for nonattendance at the meetings.

JURHA has a public housing resident on our Board of Commissioners, as required by HUD. We give each resident a flyer from JURHA CHDO that sells houses with homeownership tips. Unfortunately, we no longer offer a homeownership program where we were able to truly consult and advise residents on ways to improve credit scores and educate them about homeownership. HUD discontinued funding for the Homeownership Program, expecting housing authorities, to acquire funding from other sources. Even though banks were willing to provide some funding, we were unable to secure adequate funding from local banks

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Jonesboro is in the process of tackling the ever-increasing issue of homelessness. As more and more people find themselves without shelter, we are forced to come to grips with the fact that we can and must do more to provide for those who find themselves without a home. However, individuals with disabilities struggle to transition into permanent housing. The jurisdiction is aware of these issues and are willing to work with the service providers and the families of these individuals. There have also been an increase in veterans being homeless or in danger to becoming homeless, as a result, the City is working to construct a Veterans Village and \$50,000 of CDBG funds will be used.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The goal of the Veterans Village is to house veterans as a transitional home. Partnering with other veteran service organizations to provide services, job preparedness, and to assist individuals to be able to achieve permanent housing and employment.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Jonesboro is in the process of tackling the ever-increasing issue of homelessness. As more and more people find themselves without shelter, we are forced to come to grips with the fact that we can and must do more to provide for those who find themselves without a home. However, individuals with disabilities struggle to transition into permanent housing. The jurisdiction is aware of these issues and are willing to work with the service providers and the families of these individuals.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The jurisdiction will continue working with the HUB to provide emergency and transitional
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housing needs for homeless individuals. As a resource center, the HUB will initially tap into emergency and transitional service providers. These includes area homeless shelters and churches. If beds are not available at a shelter, HUB volunteers call area churches who provide 1-2 nights in a motel. If churches are out funds for the month, the HUB used donated and/or raised funds to provide 1-2 nights' motel stay before starting the process over. The jurisdiction and the HUB will continue to refine this process and encourage churches and other organizations to support our efforts to shelter our homeless.

Through ESG the city has been to able assist more than 70 residents with short term utility and rental assistance. CoC funding has successfully assisted 8 families in danger of being homeless with services such as case management. The city will continue to partner with agencies such Crowley's Ridge Development Center to provide assistance to families in need.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The city has received ESG funding to provide homeless prevention services to those in danger of becoming homeless. This grant has provided intermittent assistance to those in danger of losing their home or having their utilities turned off. Program participants have also had the opportunity to take budgeting and financial management classes to help them be better equipped to manage their finances.

The elderly and disability populations require additional resources to stay within the community once they have been discharged from the institutional settings. The city intends to assist individuals and service providers with the resources through providing decent and affordable housing opportunities. In addition to the housing aspect, opportunities to enter into life skills and other programs will assist those living within a community setting.

The City currently provides housing rehabilitation assistance to those who own their home and need assistance to bring their homes up to codes.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Location and type of affordable housing is listed as a high priority contributing factor in our AFH, because it affects all seven (7) fair housing issues. Much of Jonesboro's affordable and rental housing is located in just two neighborhoods (North Jonesboro and Fairview). These neighborhoods have a high representation of minority and other protected class residents. This concentration of affordable housing has a disproportionate impact on protected classes and impacts their housing choice, their ability to access neighborhoods with community amenities like good schools and proximity to jobs. Affordable housing in a variety of neighborhoods.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A significant barrier to affordable housing remains the financial ability of the low- to moderate- income families to provide necessary funding for acquisition or for major or minor homeowner repairs, so acquisition and repair programs implemented by the city help address this obstacle. Another obstacle the city continues to face is the rising cost of materials and labor for rehabilitation projects in the community and the negative impact of that escalation on the existing program limits. The city currently administers minor repair programs that enable low- and moderate- income homeowners to stay in their homes in a safe and decent environment. The city continues to assist the low-income community by offering the First-Time New Homeownership Assistance program to eligible participants. This program continues to be very successful.

The city enforces various zoning, permit, and parking requirements, which restricts 'free' use of land, but the city considers these regulations as being necessary to regulate safety and traffic issues for residential areas. The city has provided for more affordable housing by allowing for relaxed lot standards; smaller lots with reduced setbacks (RS-8 Single Family District). This district allows reduced 15 foot, setbacks in front and back yards, as well as 7.5 foot, side setbacks with a lot as small as, 5,445 square feet at 50 foot, in width. The city's Zoning Code requires two parking spaces per single-family or duplex unit.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Jonesboro continues to place major emphasis on HUD's priority goals of housing, and improving the quality of life for marginalized residents through the provision of needed public services. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership financial assistance. The city will address the sustainability of our existing affordable housing through its preservation, improvement, and rehabilitation projects. This year the plan prioritizes public improvements in low-income residents and homelessness through Continuum of Care.

Actions planned to address obstacles to meeting underserved needs

The City of Jonesboro's Department of Grants & Community Development has implemented a city-wide community engagement strategy that includes residents, churches, stakeholders and non-profit organizations that serve our lowest income residents. It is the city's intention to build a model of community involvement that directly addresses poverty issues, encourages community leadership, and enables low income neighborhoods to see marked change in the program year 2018.

There continues to be many community stakeholders willing to further our efforts to address the needs of their individual neighborhoods. Through the 2018 CDBG program funds the city will be serving not only specific low income neighborhoods, but directly serving our low income and special needs populations including youth, elderly, disabled, and otherwise disadvantaged.

Actions planned to foster and maintain affordable housing

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to low and moderate income persons both directly and indirectly through the improvement of their neighborhoods. Through the provision of decent and affordable housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities, the city intends to change the face of our low income neighborhoods and provide residents with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's primary focus is housing, along with a broad range of public and social services addressing the core needs of our low income residents.

CDBG funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and development

activities. It is through these activities that we address the quality of life issues that are essential in achieving a truly beneficial level of neighborhood specific community improvements. The following pages define the distribution of funds and outline the proposed projects and activities to be undertaken with the federal fund allocation.

Actions planned to reduce lead-based paint hazards

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Jonesboro Inspection Department. The Chief Building official and inspectors are also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risks of lead based paint. As part of the rehabilitation process, the property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead based paint standards. If there are children in the home, the parents are provided information regarding the benefits of having the children tested for lead based paint and also where they can go to get this done.

Actions planned to reduce the number of poverty-level families

Actions planned to develop institutional structure

The institutional structure for implementation of the Consolidated Plan includes non-profit organizations along with other public agencies and educational institutions. The City of Jonesboro Grants and Department of Community Development is responsible for implementation of the Consolidated and Annual Action Plans.

The city funds and coordinates with the nonprofit organizations that provide public services to benefit Jonesboro residents. The city also works with housing developers in the development of affordable housing throughout the city. Non-profit organizations are vital partners in achieving the Consolidated Plan goals.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to offer their assistance to the Public Housing Authority in submitting

applications for funding to increase Section 8 vouchers or provide additional funds for affordable housing or other housing services. The city regularly collaborates with the local PHA, participates in non-profit meetings and faith-based activities, and organizes and facilitates focus groups.

The city assists non-profit agencies in securing other state and federal funding by writing letters of support and assisting agencies to complete applications for funding.

The major strengths of the city's institutional structure is in the access to various city departments and a large number of very capable non-profit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR §91.220, and has prepared the AFH Plan that identifies impediments and barriers to fair housing choice, and maintains records pertaining to carrying out this certification. CDBG funding allows low-income individuals and families to be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes, CDBG funds will be used to provide grants for rehabilitation. The city has undertaken activities to address homeless resource center, transitional housing needs and rapid rehousing of our homeless individuals and families.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	RES-18:104	Version:	1	Name:	TO APPROVE THE JONESBORO LAND BANK COMMISSION BYLAWS
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	6/26/2018	In control:		In control:	City Council
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE JONESBORO LAND BANK COMMISSION BYLAWS				
Sponsors:	Mayor's Office, Land Bank Commission				
Indexes:	Board/Commission, Policy - creation/amendment				
Code sections:					
Attachments:	Land Bank Bylaws 2018.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE THE JONESBORO LAND BANK COMMISSION BYLAWS

WHEREAS, the City of Jonesboro, Arkansas established the Jonesboro Land Bank Commission and set out the requirements to form the commission; and

WHEREAS, it is required that the Bylaws, which are attached hereto and approved by the Jonesboro Land Bank Commission, also be approved by the Jonesboro City Council

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

Section 1: The City of Jonesboro approves the attached Jonesboro Land Bank Commission Bylaws.

BYLAWS FOR THE JONESBORO LAND BANK COMMISSION

NAME.

The name of this organization shall be the Jonesboro Land Bank Commission ("Commission").

ARTICLE II.

PURPOSE.

The purpose of the Commission is to reverse urban blight, increase home ownership and the stability of property values, provide affordable housing, improve the health and safety of neighborhoods within the City of Jonesboro (the "City"), and maintain the architectural fabric of the community.

ARTICLE III.

MEMBERSHIP.

Section 1. The Commission shall consist of nine (9) qualified persons to be appointed by the Mayor, subject to confirmation by the City Council. The Commissioners shall hold the qualifications prescribed in the ordinance which created the Commission. (ORD-17:083)

Section 2. The Commissioners shall have terms of four (4) years, except that the initial members shall have staggered terms to be decided by drawing lots. Five (5) members shall have four (4) year terms, and four (4) members shall have two (2) year terms. A Commissioner shall serve until his or her successor is selected. Commissioners shall be limited to the number of consecutive terms that can be served as set forth in City ordinances, resolutions or policy statements.

Section 3. Vacancies shall be filled by the Mayor, subject to confirmation by the City Council.

Section 4. When a member of the Commission has missed 25% of all regular meetings in one (1) calendar year, or (3) consecutive regularly scheduled meetings, this will be considered non-feasance and follow procedures set forth in section (12)(L) of ORD-17:083

ARTICLE IV.

MEETINGS.

Section 1. Regular meetings of the Commission shall be held on the second Tuesday of every month at 12p.m. in the first floor conference room of the Municipal Building located at 300 S. Church, Jonesboro, AR 72401 or such other place as designated by the Chair of the Commission.

Section 2. Special meetings of the Commission may be called by the Chair, or in the absence of the Chair, by the Vice-Chair, or upon written request of five

(5) or more Commissioners. Notice of a special meeting shall be given as prescribed by the Arkansas Freedom of Information Act ("FOIA").

Section 3. A quorum required for the transaction of business shall be defined as a simple majority of the existing members of the Commission. The affirmative vote of a majority of the members present at a meeting shall be necessary for any action taken. No vacancy in the membership of the Commission shall impair the right of the quorum to exercise all the rights and perform all the duties of the Commission. All meetings of the Commission shall be conducted according to the latest revision of Robert's Rules of Order.

Section 4. An agenda for each regularly scheduled meeting and the minutes of the last meeting shall be sent to each Commission member in advance of the meeting. The Chair shall approve the agenda for each meeting and additional items may be proposed by any member of the Commission. The agenda shall consist of the following topics:

- (a) Roll Call
- (b) Finding of a quorum
- (c) Approval of minutes of previous meeting
- (d) Old Business
- (e) New Business
- (f) Citizen communication (limited to 3 minutes per person, with a maximum of 21 minutes allowed for citizen communication)
- (g) Adjournment

Section 5. The Commission shall act as a body in making its decisions and announcing them. No member other than the Chair shall speak or act for the Commission without prior authorization.

Section 6. All meetings of the Commission shall be open to the public, and notice of these meetings shall be provided in compliance with FOIA.

Section 7. A record of the proceedings of the Commission shall be maintained.

ARTICLE V.

OFFICERS.

Section 1. The officers of the Commission shall consist of a Chair, Vice-Chair, Secretary and Treasurer. The Chair and Vice-Chair shall be elected by the Commission. The Secretary and Treasurer shall be the Mayor or his designated representatives who shall serve in an ex-officio capacity.

Section 2. Terms of officers shall be for one (1) year and officers may succeed themselves.

Section 3. The duties of the officers shall be as follows:

CHAIR. The Chair shall preside over all meetings and is responsible for establishing the monthly meeting agenda. The Chair shall have the authority to call special meetings provided the proper notices are given. The Chair shall appoint the members of all committees and is considered an ex-officio member of all committees. The Chair, when authorized, shall sign documents on behalf of the Commission.

VICE-CHAIR. In the event of the absence of the Chair, the Vice-Chair shall assume the duties of the Chair.

SECRETARY. The Secretary shall keep accurate records of all proceedings of the Commission. Minutes of all Commission meetings shall be promptly recorded and maintained and shall be open for public inspection. The Secretary shall keep an accurate record of attendance. The Secretary shall also be responsible for:

- (1) Preparing routine correspondence.
- (2) Maintaining the files of the Commission
- (3) Keeping track of the current membership of the Commission and the terms of office of the individual members.
- (4) Maintaining a record of the organization of the Commission and its staff.
- (5) At the direction of the Chair, prepare the agenda of items to be considered at meetings of the Commission.
- (6) Attesting documents of the Commission.

TREASURER. The treasurer shall keep an exact accounting according to City code.

ARTICLE VI.

DUTIES AND POWERS.

The Commission shall have all the duties, powers and authority provided for in ORD-17:083

ARTICLE VII.

COMMITTEES.

The Commission may establish standing and special committees as deemed necessary and appropriate. Standing committees shall be composed of two (2) or more Commissioners, but less than a quorum of the full Commission, and shall hold membership for one (1) year or until succeeded. Special committees shall be dissolved when the particular function with which the special committee was

charged has been completed. No special committee shall exist for period of more than twelve (12) consecutive months, except by the direction of the full Commission. The Chair also has the discretion to create subcommittees to assist standing and special committees with specific projects or functions. The subcommittees would consist of private citizens appointed by the Chair, with the advice and counsel of the full Commission, who are determined to possess expertise in an area that would be of benefit to a standing or special committee. These subcommittees shall be dissolved upon completion of their work, as determined by the Chair, with the advice and counsel of the full Commission. All committees are advisory in nature and do not have the authority to make final decisions on Commission policy regarding any Commission business. Such decisions are reserved for the Commission itself and must be considered at a regular or special meeting.

ARTICLE VIII.

LAND BANK REDEVELOPMENT PLAN.

As required by ORD-17:083, the Commission hereby adopts its Land Bank Redevelopment Plan:

The Commission shall focus its limited resources on areas of the City that show significant signs of decline with the objective of achieving a concentration of revitalization and stabilized or improved property values that will spur private investment in surrounding areas. Signs of decline could be, for example, the highest concentrations of vacant structures, the most criminal activity, the highest poverty rates, the least owner occupied housing or the least capacity for self-revitalization.

In the selected areas, the Commission may:

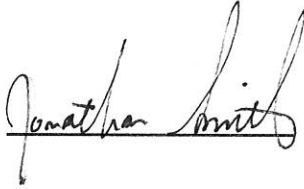
1. Seek to acquire individual or contiguous groups of properties, strategically located in the general vicinity of established public or private institutions.
2. Attempt to clear title on all parcels it acquires.
3. With respect to its parcels and the surrounding neighborhoods, advocate for actions that will help stabilize or enhance property values, such as seeking an affordable method for clearing titles on parcels owned by others; requesting that the City take action to demolish unsafe and vacant structures, and make street repairs as well as sidewalk and drainage improvements; concentrate code enforcement; concentrate federal Community Development Block Grants (CDBG) and HOME Funds; and
4. Offer its parcels individually or in groups as it may determine is in the best interests of the neighborhood and in a manner consistent with ORD-17:083

ARTICLE IX.

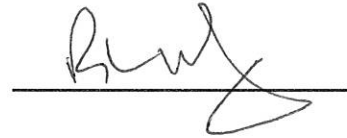
AMENDMENTS OF BYLAWS. These bylaws may be amended at any regular business meeting of the Commission by a two-thirds vote of the entire membership of the Commission, provided the amendment has been submitted in writing at the previous regular business meeting, and shall become effective when approved by the Jonesboro City Council.

ATTEST:

Secretary:

A handwritten signature in cursive script, appearing to read "Jonathan Smith", written over a horizontal line.

Chair:

A handwritten signature in cursive script, written over a horizontal line.

Approved this 12th day of June, by the Jonesboro Land Bank Commission.



Legislation Details (With Text)

File #:	ORD-18:044	Version:	1	Name:	VACATE AND ABANDON AN UNIMPROVED SEVEN AND ONE HALF FEET (7.5') WIDE UTILITY EASEMENT AS REQUESTED BY MATT AND LORI CHANDLER
Type:	Ordinance	Status:			First Reading
File created:	6/20/2018	In control:			City Council
On agenda:		Final action:			
Title:	ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED SEVEN AND ONE HALF FEET (7.5') WIDE UTILITY EASEMENT AS REQUESTED BY MATT AND LORI CHANDLER				
Sponsors:					
Indexes:	Abandonment				
Code sections:					
Attachments:	Lot 4 Abandonment Petition.pdf Easement Release Prairie Meadows-Bono.pdf Lot 4 Abandonment Resolution REVISED.pdf Lot4PrairieMeadowPh1-Att-Response.pdf Lot4PrairieMeadowPh1-CenterPoint-Response.pdf Lot4PrairieMeadowPh1-CWL-Response.pdf Lot4PrairieMeadowPh1-Ritter-Response.pdf Lot4PrairieMeadowPh1-Suddenlink-Response-Signed.pdf Lot4PrairieMeadowPh1-UtilAband-Ritter.pdf Lot4Replat-AbandonDrawing.pdf Petitions.pdf Utility Abandonment - Carlos - Prairie Meadows Ph. 1.pdf				

Date	Ver.	Action By	Action	Result
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ORDINANCE TO VACATE AND ABANDON AN UNIMPROVED SEVEN AND ONE HALF FEET (7.5') WIDE UTILITY EASEMENT AS REQUESTED BY MATT AND LORI CHANDLER
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

SECTION 1: The City of Jonesboro Arkansas hereby releases, vacates and abandons all its rights together with the rights of the public generally, in and to the UTILITY easement designated as follows:

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

SECTION 2: A copy of the ordinance certified by the City Clerk shall be filed in the office of the Recorder of Craighead County, Arkansas, and shall be filed in the Deed Records of such office.

SECTION 3: The City Council of the City of Jonesboro, Arkansas, finds and declares that the above UTILITY easement is not necessary for the general benefit and welfare of the public; that the owner of all the property abutting the above UTILITY easement is in favor of the closure and vacation of the above UTILITY easement and that therefore, an emergency is declared to exist and this ordinance shall take effect and be in full force from and after its passage and approval.

PETITION

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

PETITION TO VACATE A SEVEN AND ONE HALF (7.5') FEET WIDE UTILITY EASEMENT.

We / I the undersigned, being the owner /s of all property of the following described legal description located in the City of Jonesboro, Arkansas, described as follows:

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the utility easement described above legally closed.

DATED this _____ day of _____, 2018.

PROPERTY OWNER NAME AND ADDRESS

Matt and Lori Chandler
6012 Wisteria Lane
Jonesboro, AR 72404

Signature Date

Signature Date

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

NOTARY

Expiration Date: _____.

Ritter Communications Inc
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

I have been notified of the petition to vacate the following described as follows:

with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas,

UTILITY COMPANY COMMENTS:

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

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

RESOLUTION NO. _____

WHEREAS, the property owners have filed a petition with the City Clerk of Jonesboro, Arkansas, requesting that a seven and one half feet (7.5') wide utility easement described as follows:

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

be abandoned; AND

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

WHEREAS, Arkansas Statute Annotated 14-301-110 requires a two week public notice before the above utility easement can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request by the property owners to vacate and abandon the unimproved said utility easement and this matter will be heard before the City Council on _____, 2018 at _____ at City Council Chambers, 300 South Church., Jonesboro, Arkansas.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Harold Perrin, Mayor

Attest:

Donna K. Jackson, CMC, City Clerk



at&t

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

April 11, 2018

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

Dear Mr. Wood,

Please see page 2 of this document for approval of abandonment of the existing 7.5' utility easement in question. Re: Request to concur with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must be completed by Carlos Wood, P.E. Engineering Consultant or an associate of theirs.

Sincerely,

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

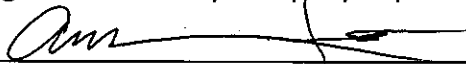
Re: Request to concur with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided the following described easements are retained.
- ☐ Objections to the vacation(s) described above, reason described below:

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

Signature of Utility Company Representative:



Date:





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

UTILITY RELEASE FORM

General Utility Easement, Public Access Easement, Alley, Street, R.O.W.

Utility Company: CenterPoint Energy Date: 4/11/2018

Requested Abandonment: A seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I.

Legal Description:

The abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

☒ No objections to the abandonment(s) described above.

☐ No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

☐ Objects to the abandonment(s) described above, reason described below.

Described
reasons for
objection or
easements to be
retained.


Signature of Utility Company Representative

4/11/18

Engineer II
Title

Type of Instrument:
Grantor(s): City Water & Light Plant
of the City of Jonesboro, Arkansas
Grantee(s): Record Owners of Title

This Instrument Prepared By:
Waddell, Cole & Jones, P.A.
Attorneys at Law
P.O. Box 1700
Jonesboro, AR 72403

After Recording, Return To:
City Water & Light Plant
of the City of Jonesboro, Arkansas
400 East Monroe
PO Box 1289
Jonesboro, AR 72403-1289

QUITCLAIM DEED FOR RELINQUISHMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, CITY WATER & LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal improvement district, Grantor, by its Manager, duly authorized by its Board of Directors, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant, convey, sell and quitclaim unto the record owners of title to the Property (as defined below) ("Grantee"), and unto their heirs, successors and assigns forever, all its right, title, interest and claim in and to the lands lying in Craighead County, Arkansas, and more particularly described in the **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), with the intent that any easement of Grantor in the Property shall be forever extinguished, and the Grantee, its successors, heirs and assigns, shall have and enjoy the Property, free and absolutely discharged from any easement of Grantor in the Property.

To have and to hold the same unto the said Grantee, and unto their heirs, successors and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, this instrument is hereby executed by the aforedescribed officer of Grantor this 18 day of APRIL, 2018.

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

By: [Signature]
Name: Jake Rice III
Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Jake Rice, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the Manager of City Water & Light Plant of the City of Jonesboro, Arkansas, a corporation, and that he as such corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this 18th day of April, 2018.

[Signature]
Notary Public

My Commission Expires:
3-2-2025



AMOUNT OF TAX \$ 0


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

[Signature]
Grantee or Agent

Grantee's Address: _____

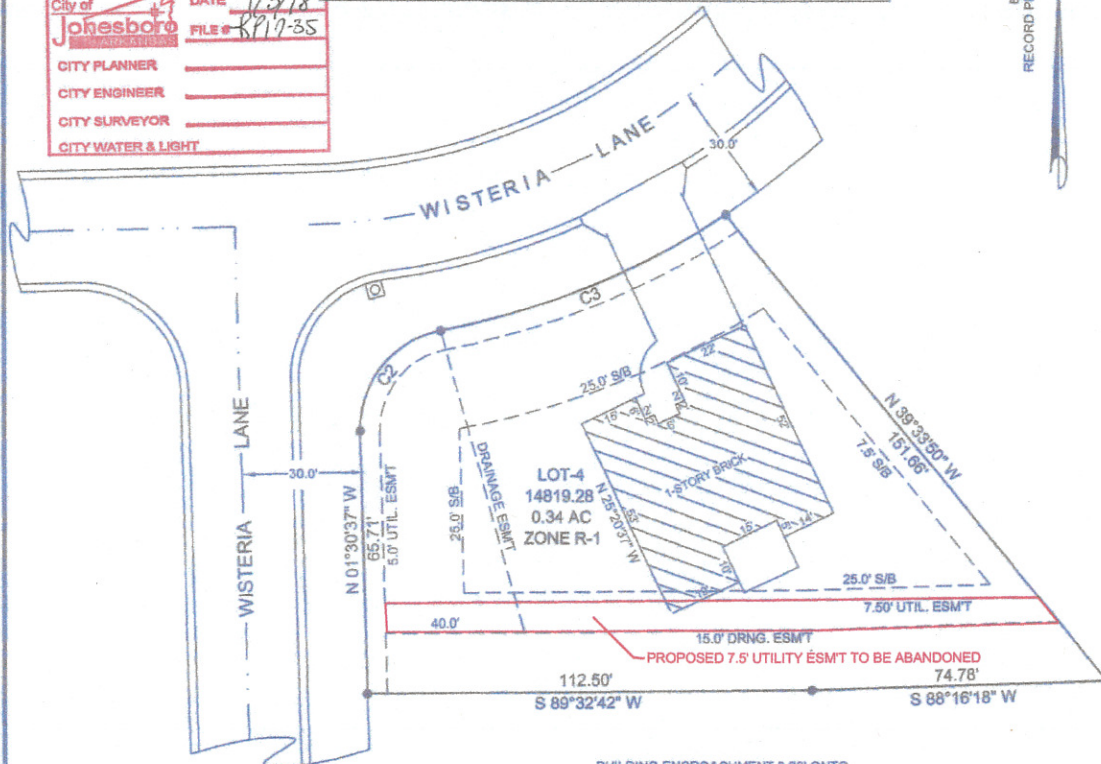
REVISED PLAT OF LOT 4
PRAIRIE MEADOWS
PHASE 1
JONESBORO, ARKANSAS

OWNERS SIGNATURE Sherry J. Jernan DATE 4-2-18

City of  **Jonesboro**
MISSISSIPPI

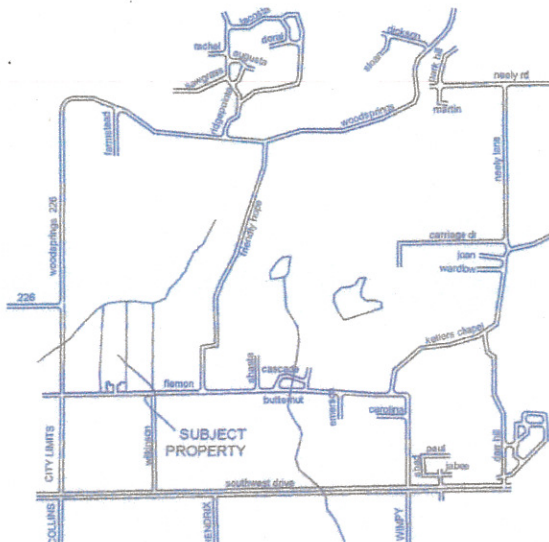
DATE 4/3/18
 FILE # RP17-35

CITY PLANNER _____
 CITY ENGINEER _____
 CITY SURVEYOR _____
 CITY WATER & LIGHT _____



BUILDING ENCROACHMENT 3.29' ONTO
UTILITY EASEMENT AT LONGEST POINT.

BUILDING ENCROACHMENT 5.79' ONTO
SETBACK LINE AT LONGEST POINT.



PLAT OF SURVEY

TURMAN CONSTRUCTION CO. INC,
6555 HWY 1 S. JONESBORO AR 72404

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE,
JONESBORO ARKANSAS, 72404 PH: 932-5900

PLAN SCALE:
1" = 30.00'

REVISION

03/28/18

DATE: 08/14/2017

SHEET OF

Ritter Communications Inc
2400 Ritter Dr
Jonesboro, AR 72401

UTILITY RELEASE FORM

I have been notified of the petition to vacate the following described as follows:

with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas,

UTILITY COMPANY COMMENTS:

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

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

UTILITY RELEASE FORM

UTILITY EASEMENT ABANDONMENT REQUEST

I/we have been notified of the petition to vacate the following described as follows:

RE: Request to concur with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

UTILITY COMPANY COMMENTS:

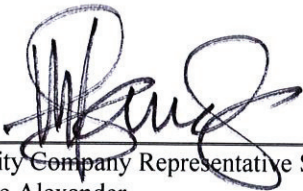
 No objections to the vacation(s) described above.

 X No objections to the vacation(s) described above, provided the following described easements are retained.

 Objections to the vacation(s) described above, reason described below.

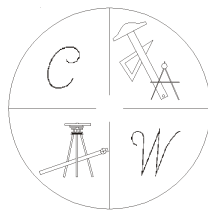
COMMENTS

The existing 5 feet utility easement along the west and north property lines shall be retained.



Utility Company Representative Signature
Mike Alexander
VP, Network Design
Altice USA dba Suddenlink Communications

5/10/18
Date



CARLOS WOOD, P.E.

ENGINEERING CONSULTANT

148 CR 375

BONO, AR 72416

PHONE/FAX - (870) 972-8335

April 9, 2018

Ritter Communications
2400 Ritter Drive
Jonesboro, AR. 72401

Attn.: Rich Busby

**RE: Lot 4 of Prairie Meadows Phase I Subdivision
7.5' Utility Easement Abandonment Concurrence Letter Request**

Mr. Busby,

Please accept this letter as a formal request to concur with the abandonment of a seven and one half (7.5') feet utility easement along the south portion of Lot 4 of Prairie Meadows Phase I in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 197 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached plat.

Please provide a letter to the City Clerk, Donna Jackson, indicating Ritter concurs with the request.

Please reply by letter to Donna Jackson at P.O. Box 1845 Jonesboro, AR 72403 with a hard copy of the letter or by email at djackson@jonesboro.org. Also, please send me a copy to cwood@woodengr.com.

If you have any questions please contact me at (870) 919-3900 or cwood@woodengr.com at your convenience.

Thanks for your assistance.

Sincerely,

CARLOS WOOD, P.E.

REVISED PLAT OF LOT 4
PRAIRIE MEADOWS
PHASE 1
JONESBORO, ARKANSAS

OWNERS CERTIFICATE:
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY
SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY DEDICATE
PERPETUAL USE OF ALL STREETS AND EASEMENTS AS SHOWN.

[Signature] 4-2-18
OWNERS SIGNATURE DATE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C2	25.00'	35.21'	32.37'	80°41'26"
C3	200.00'	78.25'	77.76'	22°25'05"

City of
Jonesboro
ARKANSAS

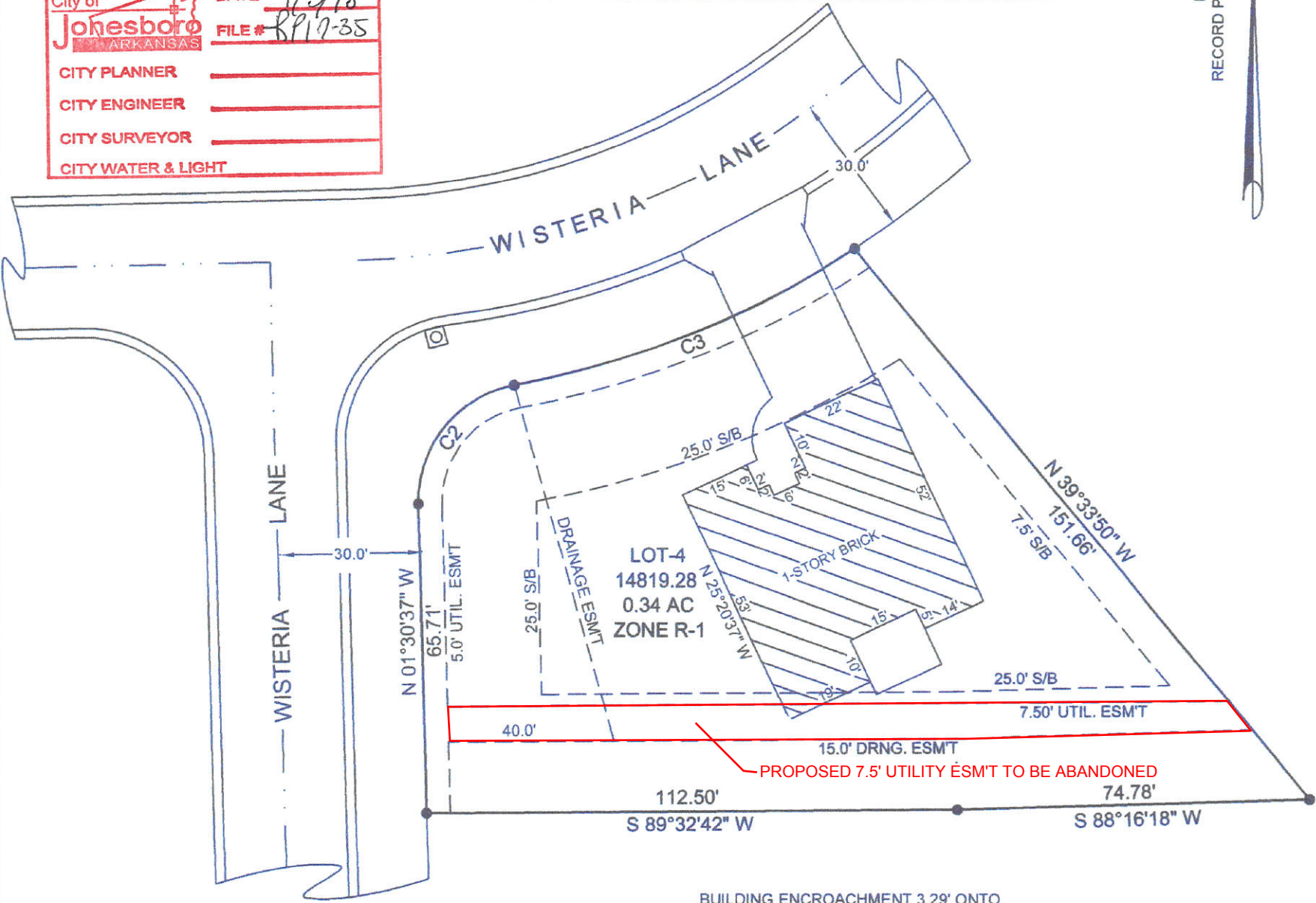
DATE 4/3/18
FILE # 8917-35

CITY PLANNER

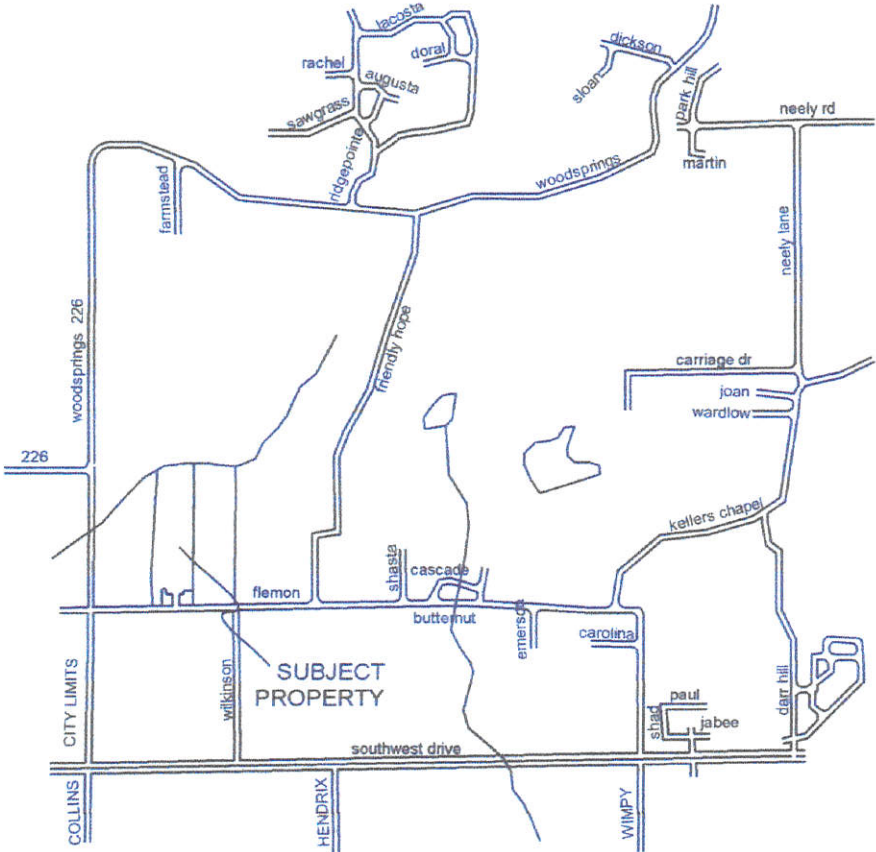
CITY ENGINEER

CITY SURVEYOR

CITY WATER & LIGHT

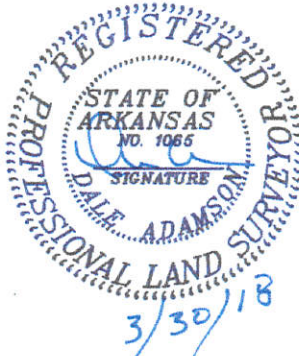


VICINITY MAP



BUILDING ENCROACHMENT 3.29' ONTO
UTILITY EASEMENT AT LONGEST POINT.

BUILDING ENCROACHMENT 5.79' ONTO
SETBACK LINE AT LONGEST POINT.



PLAT OF SURVEY

TURMAN CONSTRUCTION CO. INC,
6555 HWY 1 S. JONESBORO AR 72404

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE,
JONESBORO ARKANSAS, 72404 PH: 932-5900

PLAN SCALE:
1" = 30.00'

REVISION

03/28/18

DATE: 08/14/2017

SHEET OF

PETITION

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

PETITION TO VACATE A SEVEN AND ONE HALF (7.5') FEET WIDE UTILITY EASEMENT.

We / I the undersigned, being the owner /s of all property of the following described legal description located in the City of Jonesboro, Arkansas, described as follows:

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the utility easement described above legally closed.

DATED this 4th day of June, 2018.

PROPERTY OWNER NAME AND ADDRESS

Matt and Lori Chandler
6012 Wisteria Lane
Jonesboro, AR 72404

Signature

Date

Lori Chandler

Signature

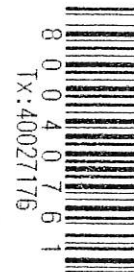
Date

Subscribed and sworn to before me this 4th day of June, 2018.

(SEAL)

Jodi K. Fritz
NOTARY

Expiration Date: 04-08-2026



ADJACENT OWNER CONCURRENCE FORM

UTILITY EASEMENT ABANDONMENT REQUEST

I/we have been notified of the PETITION TO VACATE A SEVEN AND ONE HALF (7.5') FEET WIDE UTILITY EASEMENT as described as follows;

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

And have no objections to the vacation described above.

PROPERTY OWNER NAME AND ADDRESS

Terald Maggard
Arita Maggard
6010 Wisteria Lane, Jonesboro, AR

[Signature] 6-4-18
Signature Date

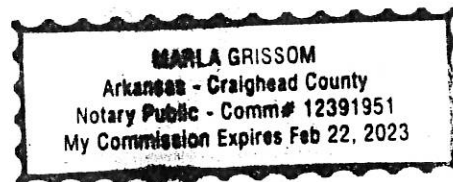
[Signature] 6-4-18
Signature Date

Subscribed and sworn to before me this 4th day of June, 2018.

(SEAL)

Marla Grissom
NOTARY

Expiration Date: 2-22-23



ADJACENT OWNER CONCURRENCE FORM

UTILITY EASEMENT ABANDONMENT REQUEST

I/we have been notified of the PETITION TO VACATE A SEVEN AND ONE HALF (7.5') FEET WIDE UTILITY EASEMENT as described as follows;

LEGAL DESCRIPTION:

A seven and one half (7.5') feet utility easement across lot 4 parallel and adjacent to the drainage easement along the south property line, of The Revised Plat of Lot 4 of Prairie Meadows Phase 1 in the City of Jonesboro, recorded in the Circuit Clerk's office of Craighead County, Book 'C' Page 297 in the Craighead County Courthouse located in Jonesboro, Arkansas, as shown on the attached drawing.

And have no objections to the vacation described above.

PROPERTY OWNER NAME AND ADDRESS

6014 Wisteria Lane Thomas Dickson

Ronnie Della 6-4-18
Signature Date

Signature Date

Subscribed and sworn to before me this 4th day of June, 2018.

(SEAL)

Marla Grissom
NOTARY

Expiration Date: 2-22-23





May 31, 2018

Brandon Wood, P.E., P.S.
Wood Engineering & Surveying
112 CR 7625
Brookland, AR 72401

Re: Utility Easement Abandonment – Prairie Meadows Ph. 1

Dear Mr. Wood:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the utility easement as shown on revised plat of lot 4 of Prairie Meadows Phase 1.

Please call if more information is needed.


Sincerely,

Craig Light, PE, CFM
City Engineer

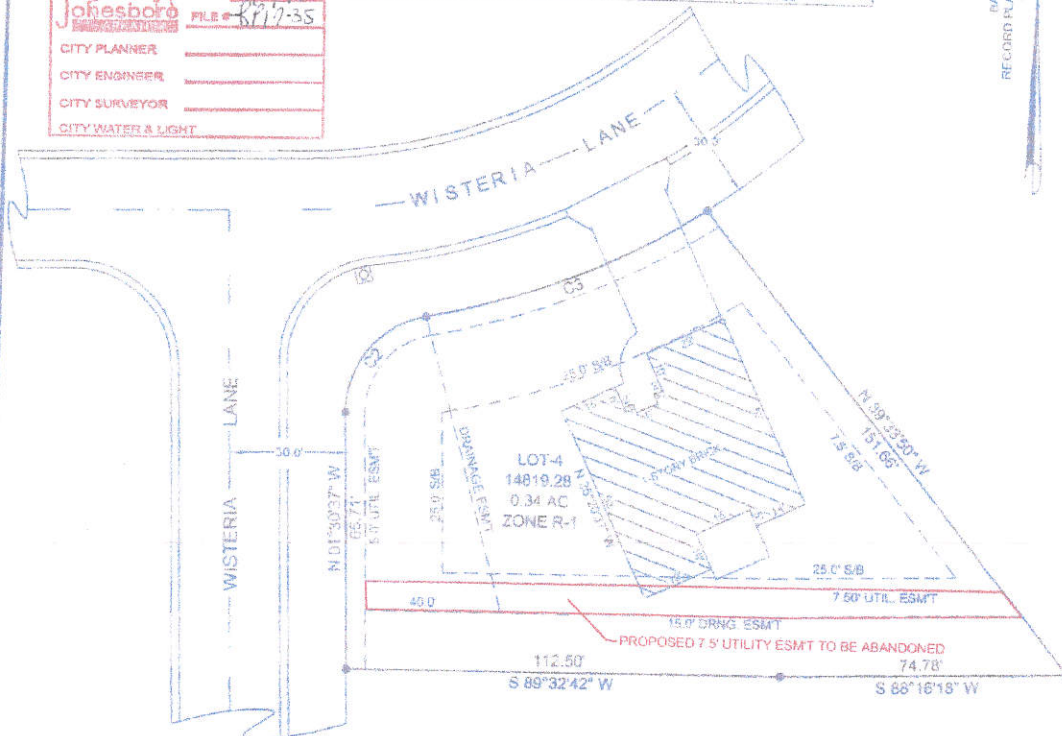
Derrel Smith
City Planner

REVISED PLAT OF LOT 4
PRAIRIE MEADOWS
PHASE 1
JONESBORO, ARKANSAS

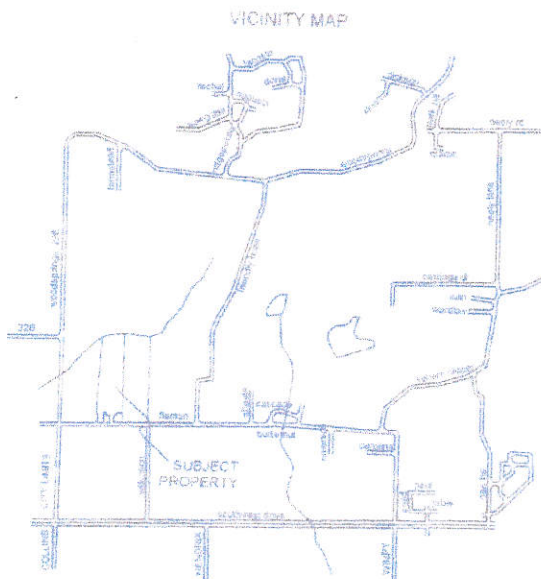
OWNERS SIGNATURE Sherry Freeman DATE 1-2-18

City of  DATE 4/3/18
Johannesburg FILE # RP17-35
MUNICIPALITY OF JOHANNESBURG

CITY PLANNER _____
 CITY ENGINEER _____
 CITY SURVEYOR _____
 CITY WATER & LIGHT _____



BUILDING ENCROACHMENT 5.75' ONTO
SETBACK LINE AT LONGEST POINT.



PLAT OF SURVEY

TURMAN CONSTRUCTION CO. INC.
6555 HWY 1 S. JONESBORO AR 72404

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE
JONESBORO ARKANSAS, 72404 PH: 932-6900

PLAN SCALE
1" = 30' 00"

REVISION

03/28/16

DATE: 08/14/2013

SHEET OF



Legislation Details (With Text)

File #:	ORD-18:045	Version:	1	Name:	WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY
Type:	Ordinance	Status:			First Reading
File created:	6/20/2018	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY				
Sponsors:	Fire Department, Information Systems, Finance				
Indexes:	Budget amendment, Contract				
Code sections:					
Attachments:	Jonesboro, AR- StreetWise CADlink Service Agreement (2).pdf Integration for Relativity and Streetwise Turn-Key Mobile Proposal iPad Cost Display Cost				

Date	Ver.	Action By	Action	Result
6/26/2018	1	Finance & Administration Council Committee		

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY

WHEREAS, the existing mapping solution used by the City of Jonesboro does not allow for fire service specific items such as updated mapping with hydrant locations and business pre-plans, leaving the Fire Department reliant on dated paper maps when responding to emergency calls; and

WHEREAS, Hangar 14 Solutions, LLC is the sole source provider for the Streetwise CADlink software that not only integrates with the current CAD system in use by the City of Jonesboro, but is also designed specifically for the fire service industry in allowing for the items stated above to be available electronically through the use of iPads; and

WHEREAS, the Fire Department recommends entering into a contract with Hangar 14 Solutions, LLC providing user licenses for the Streetwise CADLink software and StreetWise SmartBoard software for \$6,060 annually plus initial setup charges; and

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance Number 17:087, which will need to be

amended in order to effectuate said agreement; and

WHEREAS, the budgeted 2018 expenditure increases will consists of the following:

01-102-0296-00	Computer Software	\$ 6,750
01-102-0228-00	Subscriptions and Dues	\$ 4,860
01-102-0318-00	Maintenance Contracts	\$ 1,200
01-110-0224-00	Supplies	\$ 320
01-110-0232-00	Minor Equipment & Furniture	\$ 24,150

WHEREAS, funding for the execution of this agreement shall come from General Fund Excess reserves.

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

SECTION ONE: That the City Council in accordance with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding deeming it unfeasible due to the following: (1) Hangar 14 Solutions, LLC is the sole source for Streetwise CADLink software that will integrate into the City's current CAD solution.

SECTION TWO: The Mayor is hereby authorized by the City Council for the City of Jonesboro. Arkansas, to execute all documents necessary to effectuate this agreement.

SECTION THREE: The 2018 Budget is hereby amended to increase the Fire Department Budget by \$12,810 for the purchase StreetWise CADLink software and StreetWise SmartBoard software, and to increase the Information Systems Department budget by \$24,470 to purchase the iPads, mounting hardware, and display equipment necessary for the operation of Streetwise CADLink software and StreetWise SmartBoard software.

SECTION FOUR: It is further found that due to the immediate need to acquire this mapping solution to provide the Fire Department with up-to-date information while responding to emergency calls, an emergency is declared to exist and this ordinance being necessary to provide for the safety of the public shall take effect from and after its passage and approval.

SOFTWARE AND SERVICES PURCHASE AGREEMENT

This agreement is entered into effective on the date of _____ between **HANGAR 14 SOLUTIONS, LLC**, a North Carolina limited liability company, located at 249 Normandy Road, Mooresville, NC 28117 (hereinafter referred to as "Hangar 14" or "Supplier"), and **CITY OF JONESBORO, ARKANSAS- FIRE DEPARTMENT**, a governmental entity located at _____ (hereinafter referred to as "Client").

Terms and Conditions:

Hangar 14 will act as a provider of certain computer applications, collectively known as "StreetWise CADlink®" (the "Products"), which will collect and disseminate incident response data for Client and which utilizes software designed to operate on various mobile or fixed computing devices and includes 'cloud' platform data storage and management services, and Client does desire to retain the services of Hangar 14 in order to obtain the Products, and Hangar 14 is willing and able to accept such assignment.

In consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

1. **Term.** Hangar 14 shall act as a supplier to Client of the Products designed and provided by Hangar 14 for a period of one year from the Effective Date, unless terminated sooner in accordance with the provisions hereof. During this initial one-year term, Hangar 14 agrees that all prices on the individual unit subscription fees will remain as indicated in this agreement and without increase. This Agreement shall renew automatically for additional one year terms unless terminated as provided herein.
2. **Products Deliverable.** Client will be provided access and use of the StreetWise CADlink® mobile response software system through the issuance of an **End User License Agreement** (Appendix A of this agreement) that shall remain valid throughout the term of this agreement. By signature of this service agreement, Client hereby acknowledges that the **End User License Agreement** has been reviewed and affirms that the Products software will only be used within the terms of the **End User License Agreement** and that any such license is invalidated upon termination of this service agreement for any reason.
3. **Compensation.** During the term of this Agreement, for the services of the Supplier in providing and servicing the Products to the Client, Client agrees to pay to the Supplier the amounts specified below:
 - (a) A non-refundable set-up fee in the amount of **Two Thousand Five Hundred dollars (\$2,500.00)** representing the initial startup and activation of the StreetWise™ account, to be invoiced at the effective date of this agreement; and,



(b) A non-refundable custom API programming fee in the amount of **One Thousand Two Hundred Fifty dollars (\$1,250.00)** representing the initial custom setup of the StreetWise™ to CAD Bi-directional API for location and status changes, to be invoiced at the effective date of this agreement; and,

(c) An annual subscription fee in the amount of **Six Thousand Sixty dollars (\$6,060.00)** representing, collectively, the **13** licenses for operating the “StreetWise CADlink MDT” Software, **7** licenses for operating the “StreetWise SmartBoard” station information display software, and an annual maintenance fee of \$1200 for the CAD Bi-directional API. Subscription fees may be invoiced annually, semi-annually or quarterly, starting with the date service is active and made available for use by the Client.

(d) Subsequent to the initial startup of the account, Client may add to the number of device subscriptions in any category by providing written request to the Supplier, and any such additions will use the subscription pricing provided in items i through iii of this agreement shown below. Any such additions made during an annual billing period will result in a pro-rated invoice through the end of the current annual billing period, then an associated increase in the following year’s total subscription fees.

(i) An annual fee in the amount of **One Hundred Eighty dollars (\$180.00)** per device which utilizes the Product known as “StreetWise CADlink Tablet MDT Software”

(ii) An annual fee in the amount of **Thirty-Six dollars (\$36.00)** per device which utilizes the Product known as “StreetWise Responder Smartphone Software” intended for the devices carried by individual personnel

(iii) An annual fee in the amount of **Three Hundred Sixty Dollars (\$360.00)** per station/facility which utilizes the Product known as “StreetWise SmartBoard Station Monitor Software”

(iv) An annual fee in the amount of **One Hundred Twenty Dollars (\$120.00)** per additional SmartBoard SmartAdapter for additional television monitors at a subscribed station using the Product known as “StreetWise SmartBoard Station Monitor Software”

4. **Termination of Agreement.** All liabilities and obligations of the parties to each other under this Agreement shall cease and terminate upon either of the events specified below:

(a) Either party may, without notice to the other party, terminate this Agreement for the violation by the other party of any of the material covenants contained in this Agreement. or

(b) If Client is unable to obtain appropriations to fund the Products from its affiliated governmental entity, Client will give Hangar 14 immediate notice of its inability to obtain the said funding and this Agreement shall be immediately terminated.

5. **Confidentiality and Data Security.** Hangar 14 agrees not to disclose any confidential information of Client to any person or persons outside the employment of Client or use such information for Hangar 14’s own benefit, whether during



or subsequent to the term period of this Agreement. Hangar 14 agrees to use all reasonable and prudent measures to maintain the security of Client data during or subsequent to the term period of this Agreement.

6. **Additional Training.** Hangar 14 will provide access to video tutorials to Client for self-training on use of the Products. Additional fee-based training is also available from Supplier, if desired, but is solely optional for the client. Fees for the optional training shall be charged as follows:

- Onsite Training - 2 Days – One StreetWise trainer will train up to 25 attendees, at one time for **\$3,000**.
- Online Training – One StreetWise trainer will provide 3 hours of online webinar training for **\$375**.
- Online Training - One StreetWise trainer will provide 1 hour of webinar training for **\$125**

7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement, and if the claim of invalidity or unenforceability of any provision is based on the length of the term of a covenant contained herein, such provision shall not be deemed invalid or unenforceable, but shall be deemed modified to the maximum term of duration as any court of competent jurisdiction rules is reasonable and is valid and enforceable.

8. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below. This requirement does not include such communication as may be required for set-up and onboarding of the Client by the Supplier, which may be made by phone or email:

If to Hangar 14:

Hangar 14 Solutions, LLC
Attention: Philip A. Kouwe, Manager
249 Normandy Road
Mooresville, NC 28117
Phone: 800-718-8027
Email: pkouwe@hangar14solutions.com

If to Client:

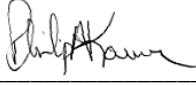
Project Liaison:
Phone:
Email:

9. **Force Majeure.** Any party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.



The parties hereto have executed and delivered this Agreement as of the day and year first above written.

HANGAR 14 SOLUTIONS, LLC

By: 
Philip A. Kouwe, President/CEO

CLIENT:

By: _____

Name: _____

Title: _____



Appendix A: StreetWise CADlink End User License Agreement

License

Under this End User License Agreement (the "Agreement"), Hangar 14 Solutions, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use StreetWise CADlink (the "Software").

"Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the Products.

Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.

The rights and obligations of this Agreement are rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

The StreetWise CADlink subscription service fees paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Limitation of Liability

The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the subscription service fees of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of products, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

The Vendor does not warrant that any location information for incidents, pre-incident plans, hydrants, waypoints, or devices will be error-free. By its very nature, geocoding of location information (the transformation process of addresses and places to coordinates) can be imperfect. Information and mapping provided by this software should never be the sole reference for location by users of the software.

The Vendor may remedy any non-conforming Software by providing a refund of the subscription service fees or, at the Vendor's option, repair or replace any or all of the Software.

Any refund provided under this section may be reduced where the Licensee has gained significant use and value from the Software.

Warrants and Representations

The Vendor warrants and represents that it is the owner of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.



Acceptance

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

User Support

The Licensee will be entitled to of phone support available 24 hours per day 7 days per week, at no additional cost for the duration of a valid StreetWise CADlink service subscription.

The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for the duration of a valid StreetWise CADlink service subscription from the date of Acceptance.

Term

The term of this Agreement will begin on Acceptance and will continue for the duration of a valid StreetWise CADlink service subscription. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

Termination

This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

The Parties to this Agreement submit to the jurisdiction of the courts of the State of Arkansas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Arkansas.

Miscellaneous

This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

All notices to the Vendor under this Agreement are to be provided at the following address: Hangar 14 Solutions, LLC, 249 Normandy Road, Mooresville, NC 28117



RPS – Streetwise Integration

Project Summary

The RPS to Streetwise Interface has two key functions relative to the CAD system.

- RPS needs to send them (push) the dispatch calls that belong to the fire department, and send them status updates when the call status changes
- RPS needs to receive and process the unit status and location sent by Streetwise AVL (pull).

RPS – Streetwise Configuration Program

GOAL: To have a way for the IT staff to maintain/modify settings as infrastructure elements change.

The configuration program will allow the user to configure settings for the services. That information will be stored in an XML file and in tables in the RPS database

RPS To Streetwise – New/Updated Dispatch Calls

GOAL: To get accurate call information to the Fire Units in the shortest possible timeframe.

RPS needs to send new and updated Dispatch Calls to Streetwise using a webservice. To accomplish this, there will be a windows service polling the database for new and updated dispatch calls to send to Streetwise. When it finds one, it will send it, and log that it was sent in the database.

Streetwise to RPS – Unit Locations and Status

GOAL: To capture Fire Unit location and place it into the central unit location geo-store so it is visible to dispatch in real-time and so that historical analysis and replay can be performed.

Streetwise will send location and status messages from the units every 5 seconds, to an RPS webservice. The message will include unit location, heading, and speed, along with a unit status.

The RPS webservice will read those incoming messages and log them to the database. It will also monitor the incoming data stream for status changes, and when change is detected, it will update the unit status, and if needed the call status.

There will be an RPS Windows service that reads the messages from the database and pushes those location updates to the Compasstrac LDE. This program will need to establish a socket to the LDE, and keep that connection open. It will be robust enough to handle temporary outages and reconnect as soon as possible.

Relativity Inc

PO Box 28

Jonesboro, AR 72403 US

(870)802-3622

<http://www.relativityinc.com>

re=lativity, inc.

ADDRESS

Jonesboro Fire Department

Jonesboro Fire Department

ESTIMATE 1028**DATE 06/04/2018**

ACTIVITY	QTY	RATE	AMOUNT
RPS - Integration Services Integration with Streetwise (\$150/hour at estimated 40 hours (see attached documentation))	40	150.00	6,000.00
Customer Discount Hometown discount	40	-75.00	-3,000.00
TOTAL			\$3,000.00

Accepted By

Accepted Date



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
6/18/2018	21858

Name / Address
City of Jonesboro 515 West Washington Ave. Jonesboro, AR 72401 tshaver@jonesboro.org

Sales Rep	Prepared By	PO #	Accepted By
Keith	Amy		

Item	Description	Qty	Rate	Total
DS-56	Doghouse Mount Solution between driver and passenger	14	28.00	392.00
7160-0500	GAMBER JOHNSON, HORIZONTAL SURFACE BASE	14	168.00	2,352.00
	GAMBER JOHNSON 6" Locking Slide Arm with Clevis Motion Attachment			
7160-0250	GAMBER JOHNSON NotePadTM V - Universal Laptop Cradle (computer widths up to 16.5")	14	211.00	2,954.00
	Subtotal			5,698.00
DS-138	Mounting to side of dog house	14	43.00	602.00
7160-0500	GAMBER JOHNSON Universal vertical surface mount, small	14	168.00	2,352.00
	GAMBER JOHNSON 6" Locking Slide Arm with Clevis Motion Attachment			
7160-0250	GAMBER JOHNSON NotePadTM V - Universal Laptop Cradle (computer widths up to 16.5")	14	211.00	2,954.00
	Subtotal			5,908.00
Arkansas	***TAXES AND SHIPPING ARE NOT INCLUDED***		0.00	0.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total

\$11,606.00





Shipping is not included.

Signature _____

Your Cart

Please review your order and continue to checkout.

Package		Qty	Product		Today	Monthly
<div>Purchase New Service and Equipment</div> <div>Package 1 2 year contract</div> <div>Quantity <input type="text" value="13"/></div> <div>Update</div> <div>Copy Package Remove</div> <div>Save for future use</div>	Device	13	Apple iPad® Pro (12.9-inch) 256GB in Space Gray Price After Promotion	Change	\$12,739.87 \$12,089.87	
	SIM Card	13	4G SIM Card		FREE	
	Plan		+ 4G Mobile Broadband 5GB	Change		\$519.87
	Features		+ Chargeable or Selected Features	Change		\$0.00
			+ Included Free			
	Accessories	13	Defender Series Case for 12.9-inch iPad Pro - Black	Change	\$1,267.37	
	Shipping Method		Free Overnight Shipping (OVERNIGHT)	Change	FREE	
Taxes and Fees			Taxes *			
Totals					\$13,357.24	\$519.87

	<div>Zettaguard 4K x 2K 4 Port 4 x 1 HDMI Switch with PIP and IR Wireless Remote Control, HDMI Switcher Hub Port Switches (ZW410)</div> <div><div>In Stock</div><div>✓prime</div></div> <div><div><input type="checkbox"/> This is a gift</div><div>Learn more</div></div> <div><div>Delete</div><div>Save for later</div></div>	<div>\$37.95</div> <div>1</div>
	<div>Mounting Dream MD2377 TV Wall Mount Bracket for most of 26-55 Inch LED, LCD, OLED Flat Screen TV with Full Motion Swivel Articulating Arm up to VESA 400x400mm and 60 lbs with Tilting</div> <div><div>In Stock</div><div>✓prime</div></div> <div><div><input type="checkbox"/> This is a gift</div><div>Learn more</div></div> <div><div>Delete</div><div>Save for later</div></div>	<div>\$26.99</div> <div>8</div>
	<div>Sony KD43X720E 43-Inch 4K Ultra HD Smart LED TV (2017 Model)</div> <div><div>In Stock</div><div>✓prime</div></div> <div><div><input type="checkbox"/> This is a gift</div><div>Learn more</div></div> <div><div>Delete</div><div>Save for later</div></div>	<div>\$498.00</div> <div>8</div>
	<div>Gefen Extender for HDMI with POL (GTB-HDBT-POL-BLK)</div> <div><div>In Stock</div></div> <div><div>Ships in Certified Frustration-Free Packaging</div><div>Shipped from: QUICK ONLINE</div><div>Gift options not available. Learn more</div></div> <div><div>Delete</div><div>Save for later</div></div>	<div>\$271.18</div> <div>1</div>

Subtotal (18 items): \$4,509.05



Legislation Details (With Text)

File #:	ORD-18:046	Version:	1	Name:	REZONING REQUEST FOR 920 UNION STREET
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/28/2018	In control:		In control:	City Council
On agenda:		Final action:			
Title:	AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2, DOWNTOWN FRINGE COMMERCIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT FOR PROPERTY LOCATED AT 920 UNION STREET AS REQUESTED BY JOHN EASLEY ON BEHALF OF FIRST UNITED METHODIST CHURCH				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Application.pdf Staff Summary - Council.pdf Rezoning Plat.pdf Warranty Deed and Transfer.pdf Plat FUMC.pdf Rezoning ordinance for FUMC.pdf				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2, DOWNTOWN FRINGE COMMERCIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT FOR PROPERTY LOCATED AT 920 UNION STREET AS REQUESTED BY JOHN EASLEY ON BEHALF OF FIRST UNITED METHODIST CHURCH

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

SECTION I. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From C-2, Downtown Fringe Commercial District to C-1, Downtown Core District, that land described as follows:

LEGAL DESCRIPTION

PART OF LOT OR BLOCK 9 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT OR BLOCK 9 OF KNIGHT'S FIRST

ADDITION, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF UNION AVENUE; THENCE NORTH 00°47' 26" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 58.71 FEET TO A POINT, THENCE SOUTH 89°53' 24" EAST, DEPARTING SAID EAST RIGHT OF-WAY LINE, A DISTANCE OF 95.54 FEET TO A POINT, THENCE SOUTH 00°48' 14" WEST, A DISTANCE OF 58.92 FEET TO THE SOUTH LINE OF LOT OR BLOCK 9 AFORESAID, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF WEST OAK AVENUE; THENCE NORTH 89°45' 35" WEST, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 95.52 FEET TO THE POINT OF BEGINNING,

CONTAINING IN ALL 5,618 SQ. FT. OR 0.13 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION III: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.



METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Application for a Zoning Ordinance Map Amendment

Meeting Date: 6/12/18

Date Received: 5/17/18

Meeting Deadline: 5/17/18

Case Number: R218-13

LOCATION:

Site Address: 920 Union Street

Side of Street: East between Warner Ave. and Oak Ave.

Quarter: NW Section: 19 Township: 14N Range: 4E

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: C-2 Proposed Zoning: C-1

Size of site (square feet and acres): 5,618 s.f. 0.13 acres Union St. = 58.71'
Street frontage (feet): Oak Ave. = 95.52'

Existing Use of the Site: Office

Character and adequacy of adjoining streets: Union Ave.- 2-Lane Asphalt, Oak Ave.- 2-Lane Asphalt

Does public water serve the site? Yes

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? N/A

Use of adjoining properties:

North Future Youth Building for First United Methodist Church

South Residential. Zoned C-2

East Future Youth Building for First United Methodist Church

West Residence converted to office. Zoned C-2

Physical characteristics of the site: Small office building with parking.

Characteristics of the neighborhood: Stable commercial downtown area transitioning to residential toward the south.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to this application answering each of the following questions in detail:

- (1). How was the property zoned when the current owner purchased it? C-2
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? Future replatting of this property to combine with other church properties located toward the north.
- (3). If rezoned, how would the property be developed and used? Future youth building for church.
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Proposed 3-story building with approximately 41,000 total square feet planned.
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Yes.
- (6). How would the proposed rezoning be the public interest and benefit the community?
Allow First United Methodist Church to better serve the community.
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
The rezoning would be consistent with the current development in the area.
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? This property is not currently zoned the same as the other properties involved in a replat for the youth building.
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. This rezoning will not adversely affect any of the above.
- (10). How long has the property remained vacant? N/A
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
A similar impact as compared to the current development.
- (12). If the rezoning is approved, when would development or redevelopment begin? Fall of 2018.
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
A meeting was not scheduled due to a lack of anticipated opposition from the neighbors.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.
N/A

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:


I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Chair of Building Committee
First United Methodist Church

Name: Marvin Day
Address: 801 S. Main St.
City, State: JONESBORO, AR ZIP 72401
Telephone: 870-932-7479
Facsimile: _____
Signature: 

Deed: Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

City of Jonesboro City Council
Staff Report – RZ 18-13: 920 Union Street
Municipal Center - 300 S. Church St.
For Consideration by the Council on July 3, 2018

REQUEST: To consider a rezoning of one tract of land containing .13 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from “C-2” Downtown Fringe Commercial District to “C-1” Downtown Core District.

APPLICANTS/ OWNER: First United Methodist Church, 801 S. Main, Jonesboro, AR 72401
Marvin Day, Chair of Building Committee

LOCATION: 920 Union Street, Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx.: .13 Acres
Street Frontage: 58.71’ Union Street; 95.52’ Oak Avenue
Topography: Predominately Flat
Existing Development: Office, Commercial

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-1 Church owns – Was Abstract Company
South	C-2 Residential
East	C-2 Office Building
West	C-2 Law Office Building

HISTORY: Medical Office

ZONING ANALYSIS

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

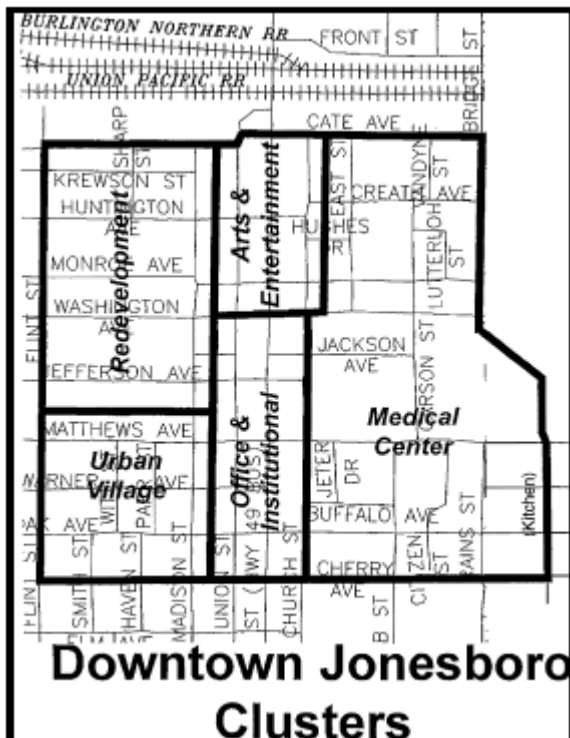
COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as Downtown Redevelopment Cluster / Office Institutional Cluster. The Office Institutional Cluster was originally derived by the Hyett Palma Study. This cluster is comprised primarily of County Government Facilities, the attendant professional service firms that tend to locate near County facilities, and churches. Downtown

Jonesboro is fortunate to have this concentration of uses and the employees and patrons they bring into Downtown on a daily basis. The Office and Institution Cluster should be reinforced through the following actions.

- County Government, professional offices, and churches should continue to be concentrated in this cluster.
- This is an area of higher density within Downtown, which is appropriate. In addition, as infill development occurs in this cluster, it should continue the higher density pattern now found here.
- Strong pedestrian links should be maintained between this and other clusters within Downtown – especially with the Arts and Entertainment Cluster. This is extremely important since the employees and patrons of the office and Institutional Cluster are a built-in customer base that can influence the success of the Arts and Entertainment Cluster.
- The Visual Appeal of the Office and Institutional Cluster should be improved through high quality building design, construction, and the paving and landscaping of all parking lots in the cluster.
- All new real-estate development projects occurring in this cluster should be required to accommodate the parking needs of their employees and clients.
-

The proposed rezoning is consistent with the adopted Land Use Plan for the proposed zoning with aspects of the linkage to downtown focus.



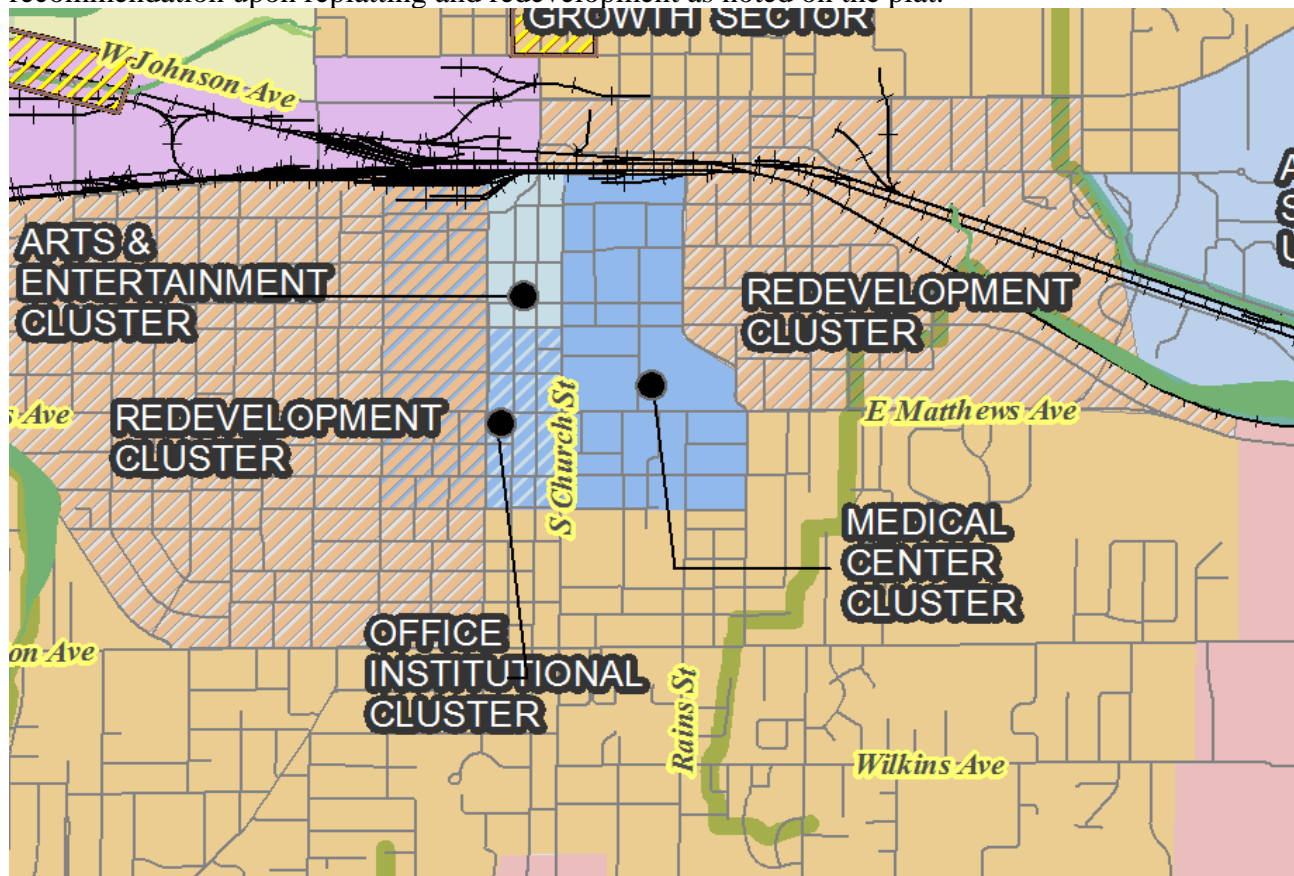
DOWNTOWN-RECOMMENDED USE TYPES INCLUDE:

- Multi-Family
- Attached Single Family Residential
- Retail
- Medical and Professional Offices
- Public Plaza
- Pocket Park
- Parking Decks
- Museums and Libraries
- Live/work/shop units
- Sit-down Restaurants
- Corporate Headquarters
- Government Buildings
- Commercial, Office and Service

The Office Institutional Cluster promotes links between the Medical Center and the other clusters within Downtown, as well as the Arkansas State University Campus.

MASTER STREET PLAN/TRANSPORTATION

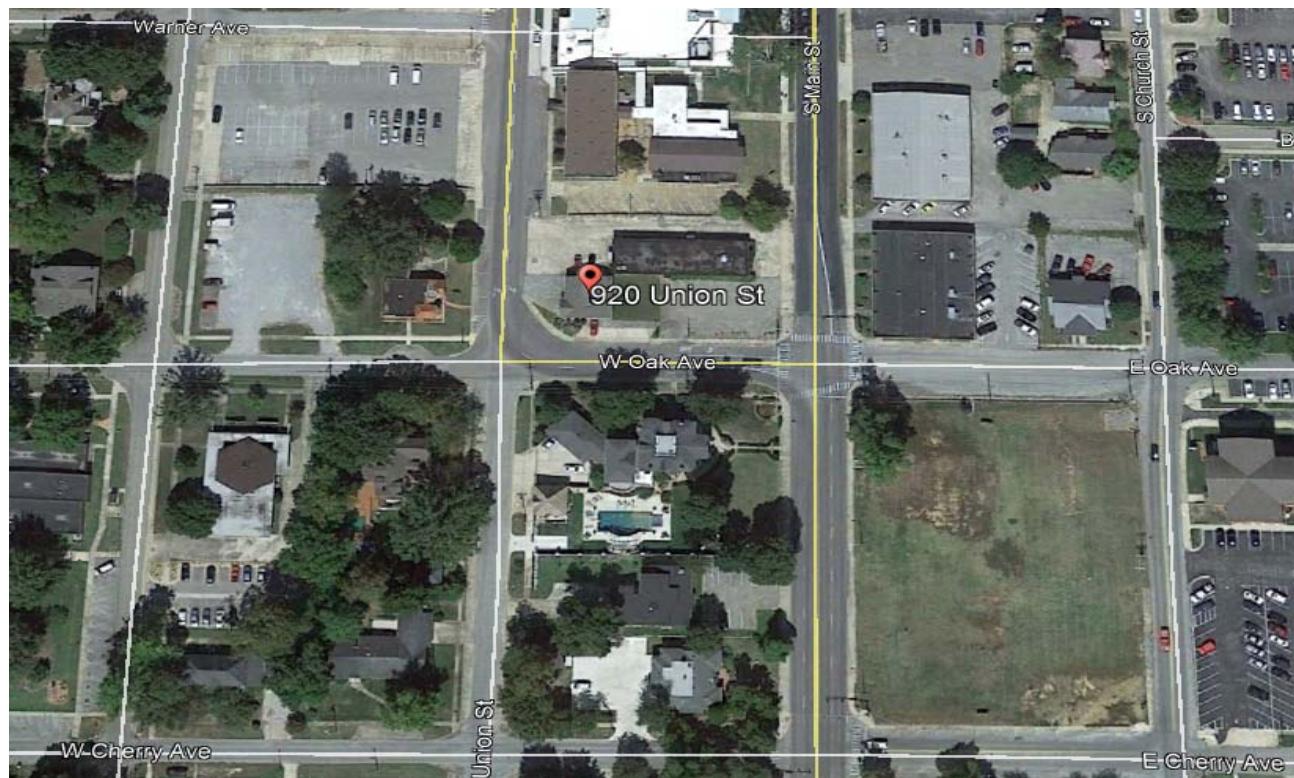
The subject site is served by Union, W. Oak, and Main Street, which on the Master Street Plan are defined as Principal Arterial Streets. The street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment as noted on the plat.



Adopted Land Use Map



Aerial/Zoning Map



Aerial Map

APPROVAL CRITERIA- CHAPTER 117 - AMENDMENTS

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed C-1 Downtown Core Commercial District rezoning is consistent with the Future Land Use Plan, which was categorized as Downtown Redevelopment Cluster / Office Institutional Cluster. The Property would be developed into Future Youth Building for the Church. This will require a Conditional Use for the Church thru the MAPC.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all C-1 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This is adjacent to Office core and the proposed uses would complement said district as noted.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	Conventional zoning restraints does support Church Facility in the C-2 Downtown Core Commercial District.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property.	The proposed uses are said to compliment and increase curb appeal to the area. No detrimental or adverse impacts are predicted. The elements will be taken care of thru the development site plan with the appropriate departments.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.	Minimal impact if rezoned due to the fact that businesses and residential currently exist or did as of recent. The elements will be taken care of thru the development site plan with the appropriate departments.	

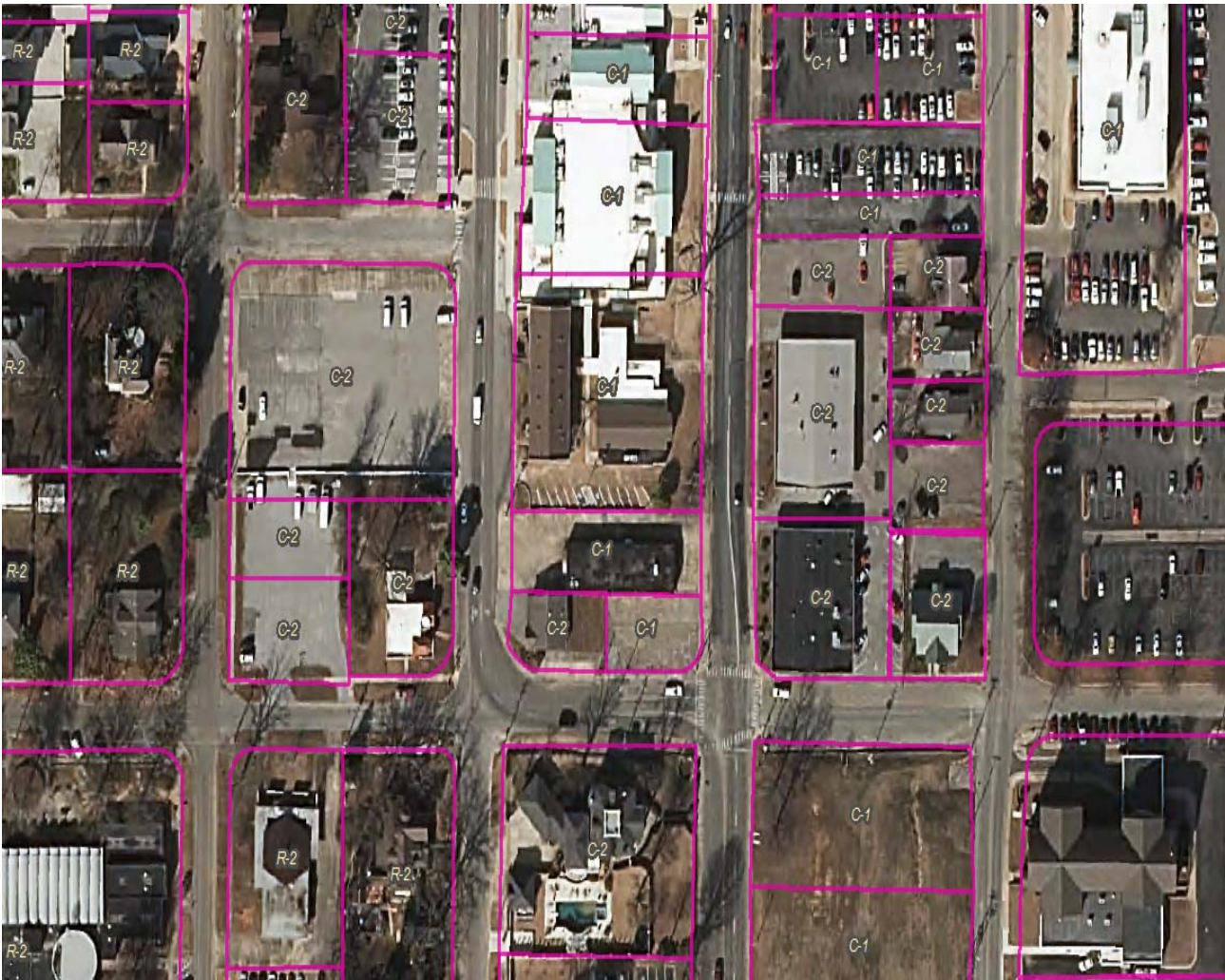
STAFF FINDINGS

Applicant's Purpose

The applicant's hopes to consolidate all of the subject property in future replatting to combine with other church properties located toward the North. The applicant is proposing a three (3)-story building with approximately 41,000 total square footage planned for the Youth Building. This Church is rezoning the property to be consistent with the current properties zoning. This Rezoning will require a Conditional Use Approval thru the MAPC for the Church Youth Building.

Chapter 117 of the City Code of Ordinances/Zoning defines C-1/Downtown Core Commercial District as follows:

Definition: C-1, downtown core commercial district. This district is characterized by concentrated development of permitted uses, including office and institutional, service, convenience and specialty retail, entertainment and housing. Redevelopment of the area is contemplated, with emphasis on an art and entertainment cluster. Accordingly, it is anticipated that one or more overlay or other special districts will be established to help foster transformation of the area.



View of Larger Area Showing Current Zoning

DEPARTMENTAL/AGENCY REVIEWS:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

ZONING CODE ALLOWABLE USES:

Below is the Table of Permitted Uses regarding the requested C-1, Downtown Core District. Certain commercial uses are permitted as of right - "P", while others require a Conditional Use - "C" approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117.

Uses	C-1	Uses	C-1
Bed and Breakfast	P	Utility, minor	P
Hospital	P	Vehicle repair, limited	C
Auditorium or stadium	C	Vocational school	P
Automated teller machine	P	Agriculture, farmers market	P
Bank or financial institution	P	Sign, off-premises*	C
Cemetery	P	Retail/service	P
Church	C	Safety services	P
College or university	P	School, elementary, middle and high	P
Communication tower	C	Service station	C
Funeral Home	C	Museum	P
Convenience store	C	Office, general	P
Day care, limited (family home)	P	Parking lot, commercial	P
Day care, general	C	Parks and recreation	P
Golf Course	P	Nursing Home	C
Government service	P	Post office	P
Hotel/Motel	P	Recreation/entertainment, indoor	P
Library	P	Carwash	C
Medical service/office	P	Restaurant, fast-food	C
		Restaurant, general	P

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 26, 2018

John Easley for Associated Engineering on behalf of First United Methodist Church is requesting a Rezoning from C-2 Downtown Fringe Commercial District to C-1 Downtown Core Commercial District for .13 acres +/- of land located at 920 Union Street.

This was Tabled at the MAPC June 12 Meeting.

MAPC voted to untable this rezoning.

APPLICANT: Mr. John Easley with Associated Engineering on behalf of First United Methodist Church said that all the adjacent property owners have been notified and wants to take this to City Council.

STAFF: Mr. Derrel Smith said this site meets all the six requirements that are on the zoning checklist. We would recommend that we approve the rezoning with the requirement after rezoning the development must meet all city requirements.

The following stipulations will apply:

- 1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**
- 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**
- 3. Any change of use shall be subject to Planning Commission approval in the future.**
- 4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.**
- 5. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.**

BOARD: Mr. Lonnie Roberts asked if there are any public comments.

PUBLIC: No Opposition.

COMMISSION ACTION:

Mr. Kevin Bailey made a motion to approve Case: RZ: 18-13, as submitted, to the City Council with the stipulations that were read by the Planning Department:

- 1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.**
- 2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.**
- 3. Any change of use shall be subject to Planning Commission approval in the future.**

4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.

5. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.

The MAPC find to rezone property from “C-2” Downtown Fringe Commercial to “C-1” Downtown Core Commercial District. Motion was seconded by Mr. Jim Little.

Roll Call Vote: 6-0, Aye’s: Jim Scurlock; Mary Margaret Jackson; Kevin Bailey; Jimmy Cooper; Jim Little and Dennis Zolper

Absent: David Handwork and Jerry Reece

CONCLUSION:

The Planning Department Staff finds that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 18-13, a request to rezone property from “C-2” Downtown Fringe Commercial to “C-1”, Downtown Core Commercial District, subject to final site plan approval by the MAPC subject to the following:

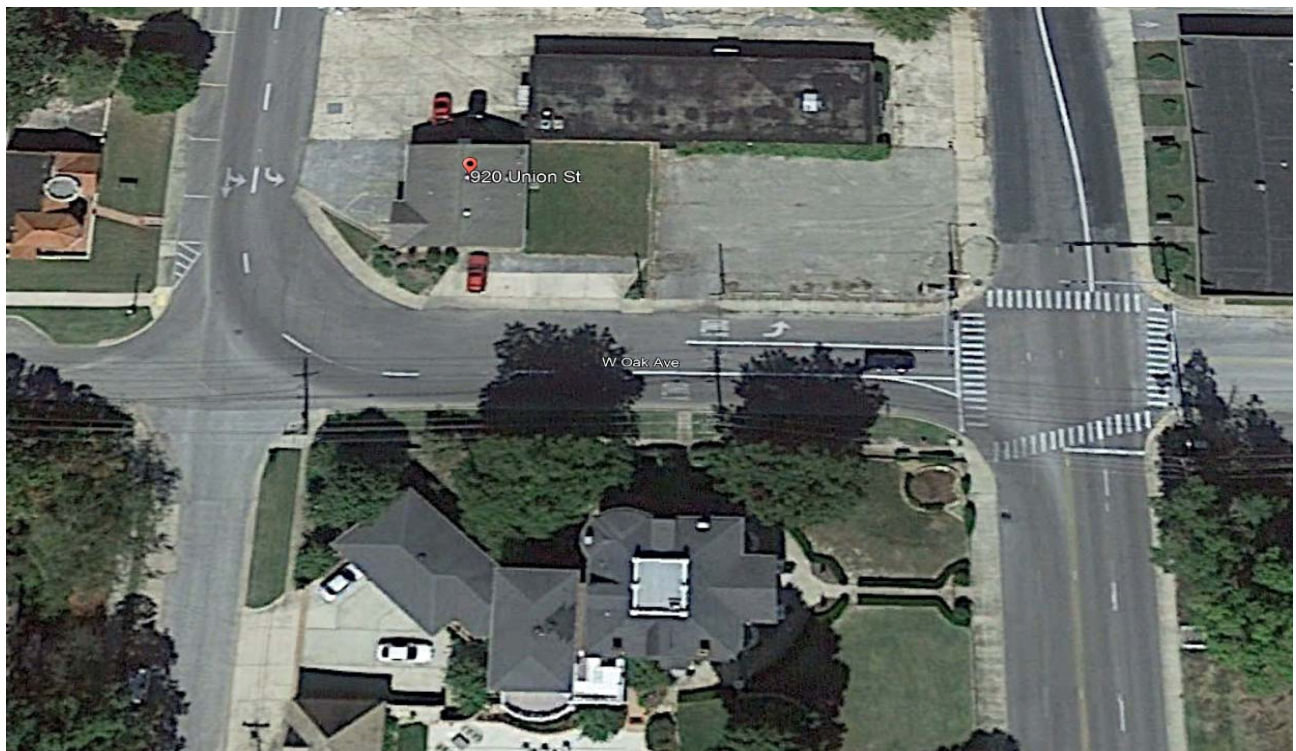
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. A final site plan illustrating compliance with site requirements for parking, signage, landscaping, fencing, buffering, sidewalks etc., shall be submitted to the MAPC prior to any redevelopment. New screening outdoor storage and dumpster enclosure requirements shall be implemented if stipulated by the MAPC.
5. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.

Respectfully Submitted for City Council Consideration,
The Planning Staff

Sample Motion:

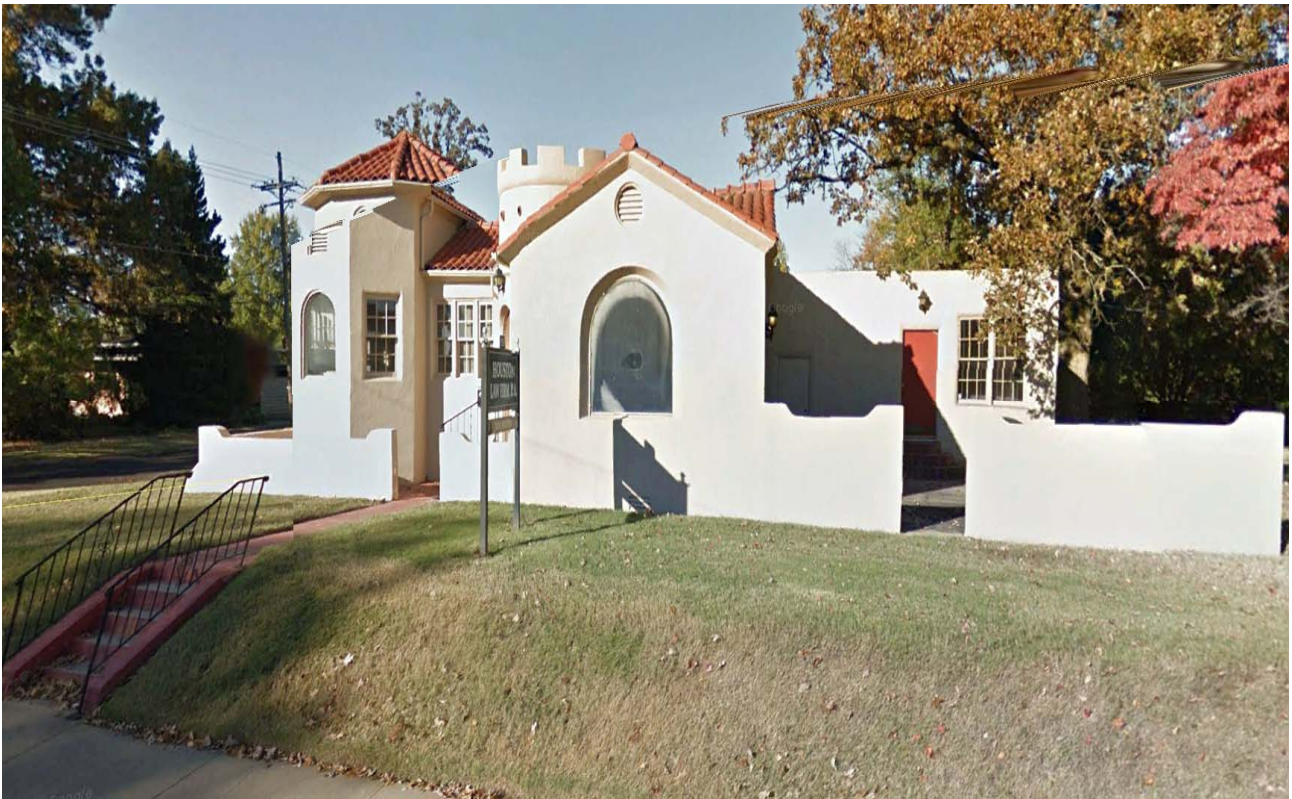
I move that we place Case: RZ-18-13 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “C-2” Downtown Fringe Commercial to “C-1”, Downtown Core District, will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the Planning Staff in the future.

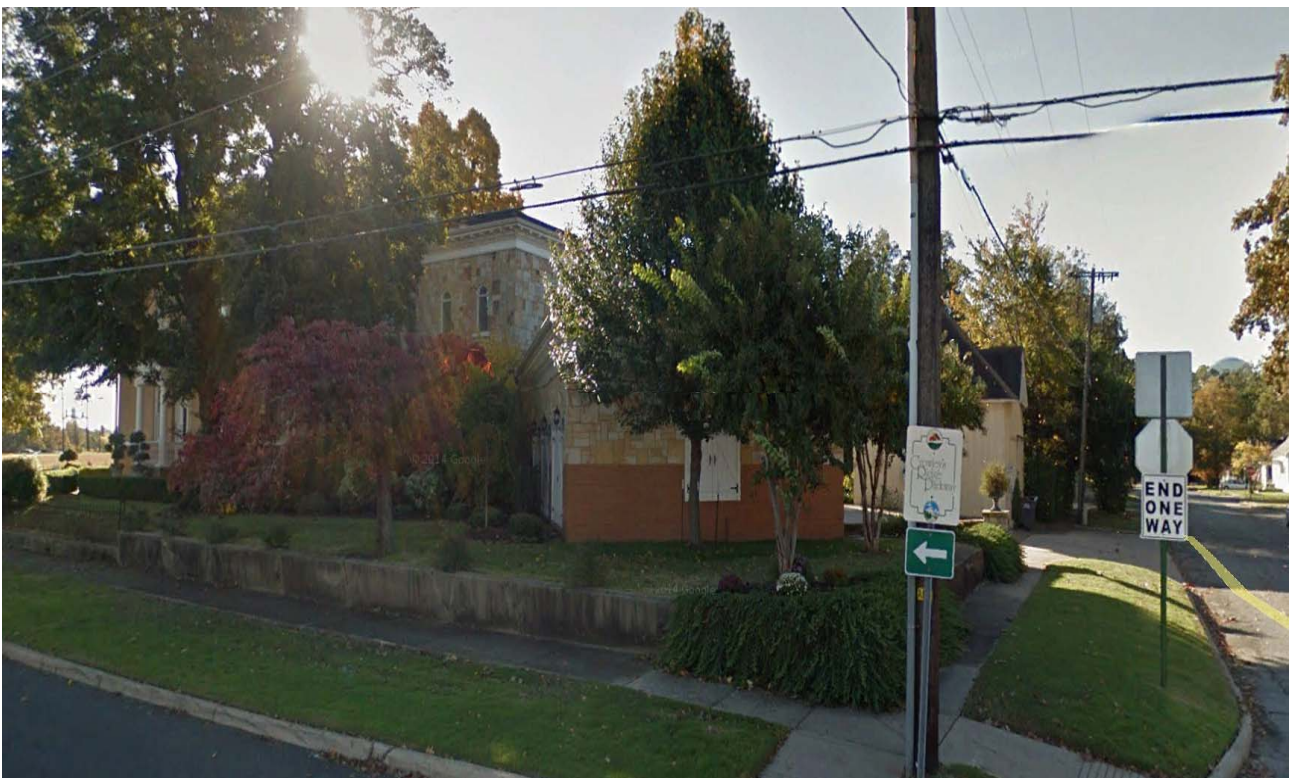
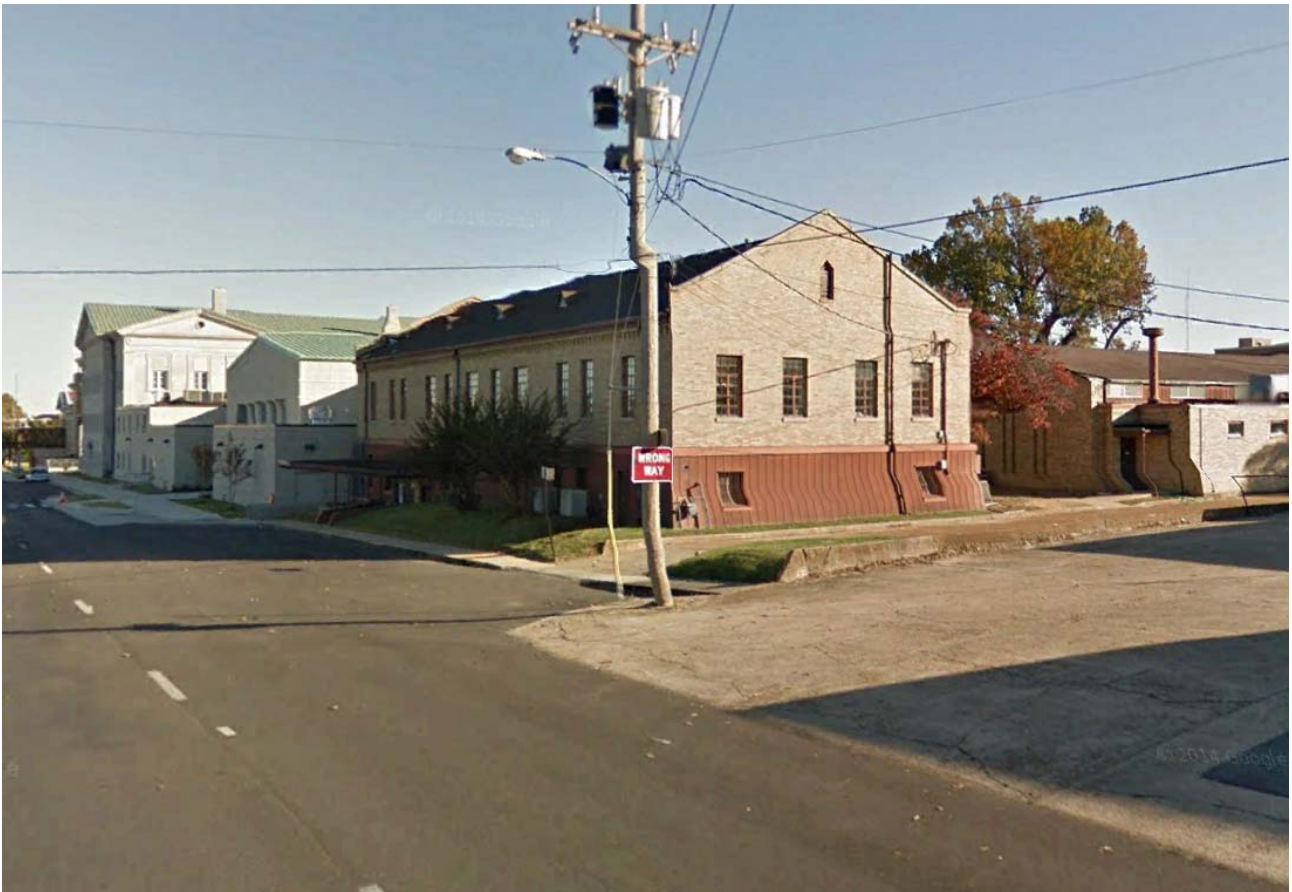
Pictures of Area













This instrument prepared by
Mixon & Worsham PLC
505 Union - P. O. Box 1442
Jonesboro, Arkansas 73403



JB2016R-012933 3
JB2016R-012933
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
08/23/2016 08:27AM
BY Dick Maha, D. C.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **Herbert H. Price, III a/k/a Herbert Price, and Cynthia Jackson Price a/k/a Cindy Price, husband and wife, GRANTORS**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, and unto their successors and assigns forever, the following described land situated in Craighead County, Arkansas:

The West 95 feet of the South 62 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, in Township 14 North, Range 4 East.

This conveyance is in trust that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church pursuant to the usages and Discipline of The United Methodist Church. This provision is solely for the benefit of the Grantees, and the Grantors reserve no right or interest in said premises.

TO HAVE AND TO HOLD the same unto the said **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

And **GRANTORS** hereby covenant with the said **GRANTEES** that we will forever warrant and defend the title to said lands against all claims whatever.

And we, **Herbert H. Price, III and Cynthia Jackson Price, husband and wife**, for and in consideration of the said sum of money, do hereby release and relinquish unto the said **GRANTEES** all our right of dower and curtesy and homestead in and to the said lands.

WITNESS our hands and seals this August 22, 2016.

Herbert H. Price III
Herbert H. Price, III

Cynthia Jackson Price
Cynthia Jackson Price

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, **Herbert H. Price, III** and **Cynthia Jackson Price**, to me well known as the grantors in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this August 22, 2016.

My commission expires: 7/1/2022

Shirley Park
Notary Public





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
Proof of Tax Paid



Grantee: TRUSTEES OF FIRST UNITED METHODIST CHURCH
Mailing Address: 801 S MAIN STREET
JONESBORO AR 724010000

Grantor: HERBERT H. PRICE III AND CYNTHIA PRICE
Mailing Address: 1725 N SPRUCE STREET
LITTLE ROCK AR 722070000

Property Purchase Price: \$155,000.00
Tax Amount: \$511.50
County: CRAIGHEAD
Date Issued: 08/22/2016
Stamp ID: 1591005184

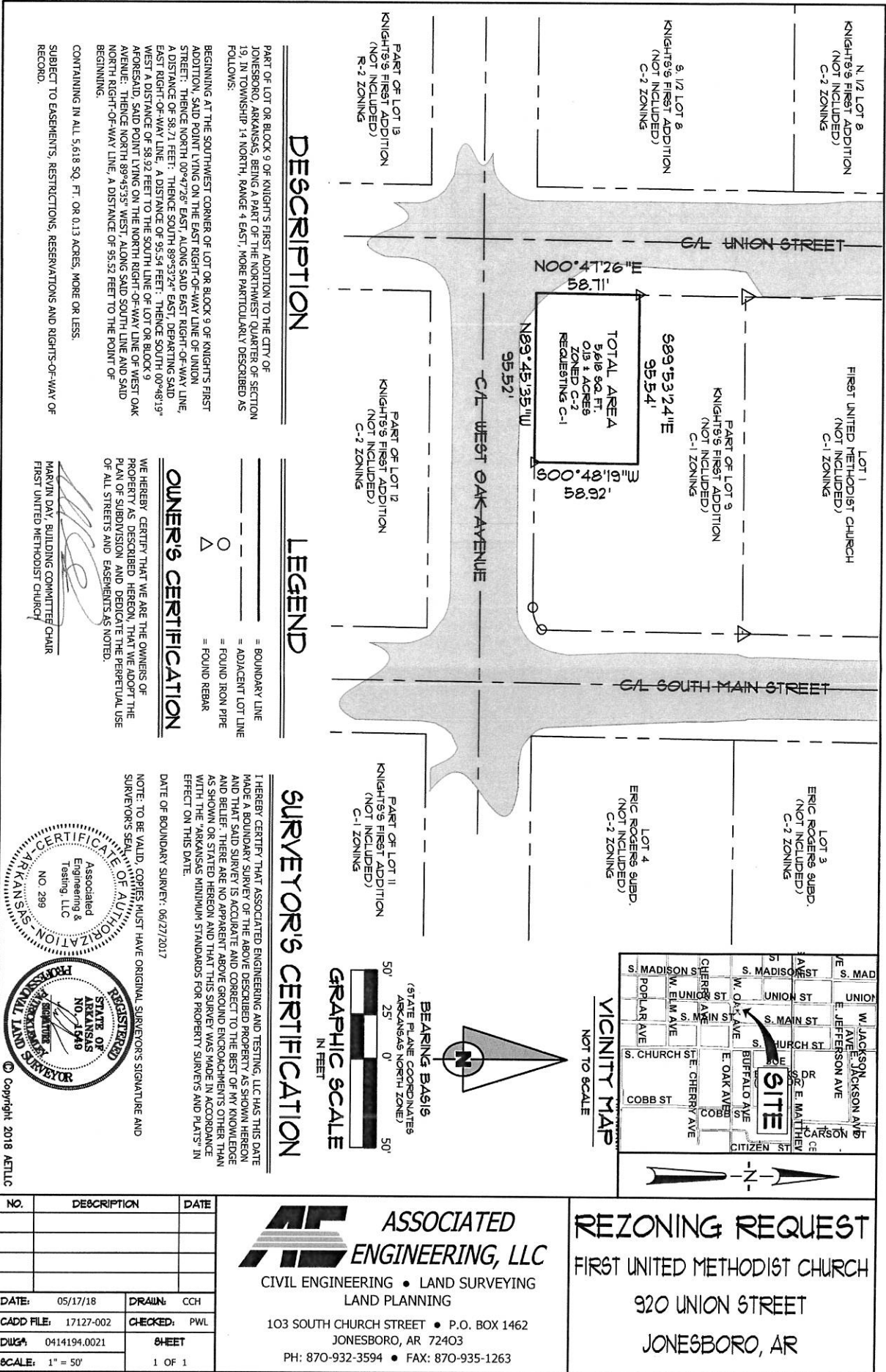
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Trustees of First United Methodist Church

Grantee or Agent Name (signature): Gene Vance Chair Date: 8/22/16

Address: 801 South Main

City/State/Zip: Jonesboro, AR 72401



AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2, DOWNTOWN FRINGE COMMERCIAL DISTRICT TO C-1, DOWNTOWN CORE DISTRICT FOR PROPERTY LOCATED AT 920 UNION STREET AS REQUESTED BY JOHN EASLEY ON BEHALF OF FIRST UNITED METHODIST CHURCH

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

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From C-2, Downtown Fringe Commercial District to C-1, Downtown Core District, that land described as follows:

LEGAL DESCRIPTION

PART OF LOT OR BLOCK 9 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT OR BLOCK 9 OF KNIGHT'S FIRST ADDITION, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF UNION AVENUE; THENCE NORTH 00°47' 26" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 58.71 FEET TO A POINT, THENCE SOUTH 89°53' 24" EAST, DEPARTING SAID EAST RIGHT OF-WAY LINE, A DISTANCE OF 95.54 FEET TO A POINT, THENCE SOUTH 00°48' 14" WEST, A DISTANCE OF 58.92 FEET TO THE SOUTH LINE OF LOT OR BLOCK 9 AFORESAID, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF WEST OAK AVENUE; THENCE NORTH 89°45' 35" WEST, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 95.52 FEET TO THE POINT OF BEGINNING,

CONTAINING IN ALL 5,618 SQ. FT. OR 0.13 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION III: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.