



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, October 16, 2012

6:30 PM

Huntington Building

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

City Council Chambers, Huntington Building

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-12:083 Minutes for the City Council meeting on October 1, 2012

Attachments: [Minutes](#)

RES-12:169 A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Bill's Fresh Market](#)

Legislative History

10/8/12	Public Services Council Committee	Recommended to Council
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RES-12:171 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.

Sponsors: Parks & Recreation

Attachments: [Contract with ASU for soccer fields](#)

Legislative History

10/8/12	Public Services Council Committee	Recommended to Council
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- RES-12:172** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR COOTS MINOR PLAT, BEING A PART OF THE SOUTHEAST OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, ARKANSAS, A RESIDENTAL DEVELOPMENT
- Sponsors:** Engineering
- Attachments:** [Maintenance Agreement.pdf](#)
[12-13 Coots Minor Plat.PDF](#)
- Legislative History**
- | | | |
|---------|-----------------------------------|------------------------|
| 10/1/12 | Public Works Council
Committee | Recommended to Council |
|---------|-----------------------------------|------------------------|
- RES-12:174** A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY
- Sponsors:** Grants
- Attachments:** [2012 Salvation Army Agreement](#)
- Legislative History**
- | | | |
|---------|---|------------------------|
| 10/9/12 | Finance & Administration
Council Committee | Recommended to Council |
|---------|---|------------------------|
- RES-12:175** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE AMERICORPS PROGRAM
- Sponsors:** Grants
- Attachments:** [Grant Agreement](#)
- Legislative History**
- | | | |
|---------|---|------------------------|
| 10/9/12 | Finance & Administration
Council Committee | Recommended to Council |
|---------|---|------------------------|
- RES-12:176** A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND
- Sponsors:** Finance
- Legislative History**
- | | | |
|---------|---|------------------------|
| 10/9/12 | Finance & Administration
Council Committee | Recommended to Council |
|---------|---|------------------------|
- RES-12:177** A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND
- Sponsors:** Finance
- Legislative History**
- | | | |
|---------|---|------------------------|
| 10/9/12 | Finance & Administration
Council Committee | Recommended to Council |
|---------|---|------------------------|
- RES-12:178** A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Finance

Legislative History

10/9/12 Finance & Administration Recommended to Council
Council Committee

RES-12:179 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

Sponsors: Finance

Legislative History

10/9/12 Finance & Administration Recommended to Council
Council Committee

RES-12:180 A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR

Sponsors: Finance

Legislative History

10/9/12 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-12:057 AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.

Sponsors: Finance

EMERGENCY CLAUSE

Legislative History

10/9/12 Finance & Administration Recommended to Council
Council Committee

ORD-12:058 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 4309 EAST JOHNSON AS REQUESTED BY O'REILLY AUTO PARTS

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

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-12:050 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO R-8 LUO FOR PROPERTY LOCATED ON AGGIE ROAD AS REQUESTED BY DEAN TYRER

- Attachments:** [Plat](#)
[MAPC Report](#)
[Maps](#)
[Lot Layout](#)
[10/1/2012 Supporting information](#)

Legislative History

9/18/12	City Council	Held at one reading
10/1/12	City Council	Held at second reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:083 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/11/2012 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on October 1, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on October 1, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Monday, October 1, 2012

6:30 PM

Huntington Building

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

PUBLIC HEARING AT 6:15 P.M.

Regarding an abandonment of a portion of an existing drainage easement as requested by NEA Baptist Memorial Hospital

No opposition was voiced.

PUBLIC HEARING AT 6:20 P.M.

Regarding the abandonment of a portion of a gas easement located at Parkwood and Stadium Blvd as requested by Mike Ebbert

No opposition was voiced.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

4. SPECIAL PRESENTATIONS

Mayor Perrin noted Interim Parks Director Wixson Huffstetler and Ms. Sharon Turman will be giving a presentation at the next meeting regarding the Miracle League.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Mikel Fears, seconded by Councilman Moore, to pull RES-12:170 from the consent agenda. All voted aye.

A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, to Approve the Consent Agenda. All voted aye.

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

MIN-12:077 Minutes for the City Council meeting on September 18, 2012

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-12:163 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

Sponsors: Mayor's Office

This item was PASSED on the consent agenda.

Enactment No: R-EN-156-2012

RES-12:168 RESOLUTION APPROVING A CONTRACT FOR THE INSTALLATION OF EMERGENCY GENERATORS AT THE HARLAN HENRY SENIOR CITIZENS' CENTER.

Sponsors: Grants and Building Maintenance

Attachments: [All bids](#)
[Bid Sheet](#)
[Dept Justification for bid](#)
[Accepted Bid](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-157-2012

6. NEW BUSINESS

RES-12:170 A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CREATING A COMPUTER TECHNICIAN I AND A SENIOR COMPUTER TECHNICIAN

Sponsors: Information Systems

Attachments: [Sr. Computer Tech](#)
[Computer Tech I](#)

Chief Financial Officer Ben Barylske explained there is a secretarial position in the IT Department's budget. The employee left and the position has not been filled. This resolution will restructure the IT Department without increasing the budget. The secretarial position has been eliminated and replaced with an entry level technician. An employee with entry level experience will be promoted and given a raise in order to supervise the three entry level technicians. Mr. Barylske further explained due to the growing number of mobile units in the City another entry level technician is needed. Mayor Perrin reiterated that the new position will be budget neutral. He added there will be more restructuring in 2013 because he has already asked each of

the department heads to look at their departments to justify each position. Some positions may be added; some may be deleted.

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

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: R-EN-158-2012

ORDINANCES ON FIRST READING

ORD-12:052

AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF CREATING A POLICE LIEUTENANT POSITION IN THE JONESBORO POLICE DEPARTMENT; FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE POLICE DEPARTMENT AND CODE ENFORCEMENT.

Sponsors: Police Department and Human Resources

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

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

Dr. Richard Wang, 101 University Drive, objected to the Council suspending the rules and holding all three readings in one night. Councilman Moore asked City Attorney Phillip Crego to read Section 2 of the ordinance, which explains why the ordinance is an emergency. Dr. Wang explained it does not work for him or the citizens of Jonesboro to read an ordinance three times in one night. He stated it does not give the constituents enough time to ask questions. He added that suspending the rules and having an emergency clause violates the spirit of the law. He further explained there are some substantive questions that should be asked, such as why the department is better off with this new position, and the information should be shared with the citizens of the City. Councilman Moore clarified that the Mayor does not need Council permission to reorganize the departments. Dr. Wang stated the ordinance is not just a budget issue, but it is also a reorganization issue which he would like more information on. Mayor Perrin explained the administration has been discussing this issue for three to six months. The reason this is being done is to improve the quality of life departments, such as Animal Control, Code Enforcement and Prowl. The lieutenant position will oversee the quality of life departments and help centralize things. The efforts of all the departments will also be coordinated. He noted Code Enforcement will be moved to Parker Park.

Police Chief Michael Yates added this is something they have been considering for over a year. He also explained Code Enforcement's time has been split with other departments, such as Inspections. Nuisance abatement has been taken over by Prowl, but that distracts them from their core objective which is drug suppression. They are trying to get everyone under one entity so they can be better coordinated which each other. Chief Yates further discussed the reorganization. He noted they are not asking for more compensation. Councilman Vance expressed concern about these issues having gone on for a while, but he didn't know anything about it until he read about it in the newspaper. Chief Yates stated that on paper Code Enforcement helping Inspections sounded good, but the practicality of it just didn't work.

After passage of the ordinance, Councilman Johnson motioned, seconded by Councilman Moore, to adopt the emergency clause. All voted aye.

A motion was made by Councilman Chris Moore, seconded by Councilman Mikel Fears, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-039-2012

ORD-12:053

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE JONESBORO POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

Sponsors: Finance

Attachments: [lopfi res and agreement](#)
[Supporting information](#)

Councilwoman Williams offered the ordinance for first reading by title only .

Mr. Barylske discussed the ordinance and explained due to future changes with LOPFI the cost to the City will be increased. He plan to combine the two plans will save the City about \$5 million over the next 15 years. The old plan is still good and it will be an asset to take the property revenues and put that money towards the combined plan. Further discussion was held regarding the combining of the two police plans. Mr. Barylske added he thinks the savings to the City will be higher than he is predicting because some of his assumptions are level over the years, when in actuality they will increase. He also noted he has been asked by LOPFI to discuss this new plan with other cities to see if other cities can save money as well. He stated the local police pension board is supportive of combining the plans. Councilman Fears thanked Mr. Barylske for looking for ways to save the City money in the future.

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

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Street, to adopt the emergency clause. All voted aye.

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-040-2012

ORD-12:054

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF A GAS EASEMENT FOR THE PURPOSE OF THE RE-ALIGNMENT OF THE EASEMENT FOR PROPERTY LOCATED AT THE CORNER OF PARKWOOD AND STADIUM AS REQUESTED BY MIKE EBBERT

Attachments: [Abandonment information](#)
[Engineering Letter](#)
[Petition](#)
[Planning Letter](#)
[Plat](#)
[Utility letters](#)

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

Mayor Perrin reiterated there were no objections.

Councilman Moore asked if the emergency clause is needed in order to speed up construction before winter. Mayor Perrin answered yes.

Attorney Skip Mooney, representing the property owner, asked for the ordinance and emergency clause be passed tonight because they anticipate closing on the property on October 15th. The City Council will not be meeting again until October 16th. All notices have been given to the utility companies and the City has approved the abandonment.

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

After passage of the ordinance, Councilman Gibson motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.

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

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: O-EN-041-2012

ORD-12:055

AN ORDINANCE TO VACATE AND ABANDON A PORTION OF A 20' PUBLIC DRAINAGE EASEMENT FOR THE PURPOSE OF THE RE-ALIGNMENT OF THE EASEMENT AS REQUESTED BY NEA BAPTIST HOSPITAL

Attachments: [Engineering Letter](#)
[Petition to Vacate](#)
[Planning Letter](#)
[Revised Drainage Easement NEA Baptist Jonesboro](#)
[Signed Easement Plat \(1 of 2\)](#)
[Signed Easement Plat \(2 of 2\)](#)
[Vacation Letter](#)

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

Councilman Johnson and Councilman Dover abstained from discussion and voting on this ordinance.

Mayor Perrin added there are no objections to this abandonment.

Councilman Vance motioned, seconded by Councilman Fears, to suspend the rules

and waive the second and third readings. All voted aye.

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

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: O-EN-042-2012

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-12:050

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO R-8 LUO FOR PROPERTY LOCATED ON AGGIE ROAD AS REQUESTED BY DEAN TYRER

Attachments: [Plat](#)
[MAPC Report](#)
[Maps](#)
[Lot Layout](#)
[10/1/2012 Supporting information](#)

Attorney Jim Lyons presented the Council with a handout (see attached file). He discussed the handout. Under R-1, which is the current zoning, the maximum density is 5.45 lots per acre. Under RS-8, the maximum density is 8 lots per acre. But, the proposed development will have an average maximum density of 4.23 lots per acre.

Councilman Fears referred to the traffic counts included in the handout and asked when those counts were taken. Mr. Lyons answered it was in 2011. That is the latest information available from the Highway Department.

The intent is to have four or five specific developers to build the homes. The example layouts show three bedrooms in both layouts, ranging from 1,260 square feet to 1,271 square feet in the total layout.

Councilman Fears questioned how many home can be built with the proposed development. Mr. Lyons stated under the proposed rezoning there will be 16, 17 or 18 more homes built than under the current zoning. Councilman Moore then asked if the property owners agree with the stipulation of 4.23 lots per acre. Mr. Lyons answered yes. Councilman Moore asked if there was a minimum square footage on the homes. Mr. Lyons stated he doesn't think there was a minimum set by the MAPC, but they would be willing to do it.

Councilman Dover questioned if all the Council is doing is rezoning the property. City Planner Otis Spriggs agreed, stating the MAPC approved the proposed rezoning as a limited use overlay. The limited use overlay allows the Council to make conditions and relax standards, such as width and square footage. Councilman Moore noted the ordinance stipulated 4.23 lots per acre. Mr. Lyons clarified they did not stipulate 4.23 lots per acres; rather, they stipulated there will be 160 lots as drawn which ended up equaling out to the 4.23 lots per acre. He added they will agree to not vary from the drawing which will reflect 4.23 lots per acre. He also noted that Dr. Tyrer has agreed

to have a minimum house size of 1,100 square feet, so that can be added to the ordinance if the Council wishes.

Councilman Vance asked if this rezoning will be taken back to the MAPC as a subdivision. Mr. Spriggs answered yes.

Mr. Todd Burton, 4303 Cypress Springs, spoke in opposition to the rezoning. He stated he appreciated the additional information from Mr. Lyons. He noted there is still some opposition and caution to this development. He expressed concern about having three or four developers working on this property. He asked the Council to be very cautious when considering this rezoning. Mr. Burton added there is a lot of undeveloped property, which is causing other property owners to watch what will happen with this rezoning. He explained he served on the Land Use Plan Committee and his intent was for R-1 to be in this area of the City.

Councilman Dover asked that the information presented by confirmed by the Planning Department. Mayor Perrin also asked that the Planning Department confirm it before the next Council meeting in order for the Council to review it beforehand.

This item was Held at second reading.

ORDINANCES ON THIRD READING

ORD-12:051

AN ORDINANCE AMENDING CHAPTER 117 THE ZONING ORDINANCE TO REZONE FROM R-2A (LU-O) TO RM-12 (LU-O) CERTAIN PROPERTY OF (PARKER ANNEX) AS REQUESTED BY BOB HARRISON

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

Councilman Moore asked if there has been opposition. Mayor Perrin answered no.

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

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: O-EN-043-2012

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

They received a letter stating Jonesboro has been selected as a City of Distinction winner for the Main Street Preservation Downtown Development and Preservation efforts. The award will be given during the Municipal League's winter conference. He commended everyone who helped restore the downtown area.

The Earl Bell pool has been filled in. The aluminum siding has been removed and the City received \$8,000 for the aluminum.

Tomorrow night is National Night Out.

There will be a new sign on Main Street. It should be finished this weekend. It was

sponsored by CWL and Arkansas Glass. It will be unveiled Thursday afternoon.

They are moving off the landfill. They had purchase more diesel to remove the tanks, which will be under Capital Improvements with a cost of \$16,500. They will be looking at the property on Strawfloor to see what can and can't be used.

They have been meeting with contractors concerning the Miracle League. Things have been going well to find in-kind contributions.

They will hold a joint meeting of MAPC and City Council. He asked Mr. Jack Turner to put the Vision 2030 draft on the City's website. He would like to move the meetings until the beginning of 2013 in order to give everyone time to review the Vision 2030 plan before meeting.

The BBQ Fest will be this weekend. Riceland Foods will host the Harvest Cup and has given the City \$2,500 for that. There will be numerous teams at Joe Mack Campbell Park for that event.

Demolition on the annex building next to the Mercantile Center will start on October 12th. They have preliminary plans and will be meeting with the architect.

They will be starting on Safe Routes to Schools projects on October 8th. They will work with Nettleton, University Heights, the Math & Science School and Westside.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Dover, to suspend the rules and place RES-12:173 on the agenda. All voted aye.

RES-12:173

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRAWFORD BUILDERS, INC. FOR THE RANCHETTE ACRES - SEWER CONNECTIONS PROJECT

Sponsors: Grants

Attachments: [Contract Documents.pdf](#)
[Bid Tab.pdf](#)

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

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: R-EN-159-2012

Councilman Street encouraged everyone to attend National Night Out in their respective neighborhoods.

Councilman Moore thanked the Council for approving the contract for Ranchette Acres tonight. The project will benefit a lot of citizens in Ward 2. He also noted that Suddenlink has poles that may be affected by abandonments. He suggested having Suddenlink write a letter along with AT&T and the other utilities during the

abandonment process. He pointed out there was no letter from Suddenlink regarding the Ebbert abandonment the Council just approved. He added Ritter Communications has moved into the downtown portion of Jonesboro, so the City may need a letter from them as well Councilman Fears explained that Suddenlink uses CWL's poles, so whenever an abandonment is done Suddenlink has to move their utilities without having to approve it ahead of time. He further explained it may be good checks and balances to get a letter from Suddenlink. Mayor Perrin stated he will meet with Mr. Spriggs regarding the letters from Suddenlink and Ritter.

Councilman Coleman asked if there was a date for the caution light on Highway 141. Mayor Perrin stated he doesn't know the date because it is dependent on when the manufacturer can get the lights here.

10. PUBLIC COMMENTS

Ms. Marilyn Copeland, co-director of after school and summer care program, explained during the ward meeting she met with several individuals who all decided to attend other ward meetings to determine what would be beneficial for the City regarding after school and summer programs. But, due to the low attendance at the ward meetings they did not receive a lot of responses. They have had two good study circles, with one going on right now at the Hispanic Center. They have not reached the goal of getting information across wards. She asked for help getting more people to attend the study circle. She asked that the Council members contact two people who live in their wards between the age of 25-50 that can attend four study circles on Saturday. It is an 8-hour commitment. The upcoming study circle will be held by Councilman Coleman. They will then have a public forum in November 8th to discuss the information from the study circles. Ms. Copeland added if the Council members will forward the individual's names to her she can contact them before October 20th to discuss the study circle. Councilman Woods stated due to his time schedule he could not be involved as much as he liked. He encouraged the Council members to find two people in each of their wards to help with the study circle.

11. ADJOURNMENT

A motion was made by Councilman Chris Moore, seconded by Councilman Tim McCall, that this meeting be Adjourned . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

_____ **Date:** _____
Harold Perrin, Mayor

Attest:

_____ **Date:** _____
Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-12:169	Version:	1	Name:	Contract with Bill's Fresh Market for Southside sign sponsorship
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/24/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Bill's Fresh Market				

Date	Ver.	Action By	Action	Result
10/8/2012	1	Public Services Council Committee		

title

A RESOLUTION TO CONTRACT WITH BILL'S FRESH MARKET FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

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

WHEREAS, Bill's Fresh Market is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Bill's Fresh Market is sponsoring the outfield sign for the sum of \$300.00 per year 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 Bill's Fresh Market for the sponsorship of a outfield sign at 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 documents necessary to effectuate the agreement.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Bill's Fresh Market #6**, (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **19th** Day of **September, 2012**, (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 **September 19, 2012**.
 - A sum of **\$300.00** shall be paid on **September 19, 2013**.
 - A sum of **\$300.00** shall be paid on **September 19, 2013**.

- (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 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: **Bill's Fresh Market #6**

Name: *[Signature]*

Title: Office Mgr

Date: 9/19/12

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-12:171	Version:	1	Name:	Agreement with ASU to use land for soccer practice
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/24/2012	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Contract with ASU for soccer fields				

Date	Ver.	Action By	Action	Result
10/8/2012	1	Public Services Council Committee		

title
A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO USE LAND FOR PARKS AND RECREATION SOCCER PRACTICE ACTIVITIES.

body
WHEREAS, the City of Jonesboro, Arkansas desires to use land located north of the Arkansas Services Center Building, McClellan Drive, Jonesboro, Arkansas to conduct parks and recreation soccer practice activities; and

WHEREAS, said property is owned by Arkansas State University and is being offered for use at no cost to the City of Jonesboro;

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

1. The City of Jonesboro approves the Agreement for Use of Land for use of the property on McClellan Drive owned by Arkansas State University.
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 documents necessary to effectuate this agreement.

AGREEMENT FOR USE OF LAND

This Agreement is made this 18th day of September, 2012, between **ARKANSAS STATE UNIVERSITY-JONESBORO**, ("ASUJ"), and the **CITY OF JONESBORO** ("City").

WHEREAS, ASUJ is an institution of higher education located in Jonesboro, Craighead County, Arkansas; and

WHEREAS CITY is a municipality engaged, in part, in providing recreational activities to its citizens, and

WHEREAS CITY desires to use open land owned by ASUJ ("the Land") located immediately north of the Arkansas Services Center Building, McClellan Drive, Jonesboro, Arkansas, to conduct parks and recreation soccer practice activities; and

WHEREAS ASUJ desires to make the Land available for the soccer practice activities conducted by CITY at no charge;

It is THEREFORE agreed between the parties as follows:

1. ASUJ will allow CITY to use the Land to conduct the soccer practice activities, beginning September 4, 2012, and ending October 27, 2012.
2. CITY acknowledges that soccer practice activities are inherently dangerous and may result in personal injury or death. CITY will secure a signed Release of all Claims for Personal Injury and Property Damage from the parent or guardian of each person engaging in practice activities prior to allowing such person to participate. In the event that a competitor is of the age of majority, the competitor shall sign the Release of All Claims for Personal Injury and Property Damage. Releases will be delivered to ASUJ.
3. CITY will provide all equipment, materials, and other items necessary to conduct the soccer practice activities. CITY shall be solely responsible for supervision of participants and spectators taking part in or attending the soccer practice activities.
4. CITY understands that the Land is open, undeveloped fields. No parking areas are available at the Land. Participants and spectators will have to secure parking away from the land and walk to the Land. CITY agrees that it shall be solely responsible for any personal injury or property damage suffered by participants and spectators taking part in or attending the soccer practice activities from the time such participants or spectators arrive at the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land.
5. CITY will have sufficient personnel at the Land to supervise and monitor the soccer practice activities.
6. CITY may make temporary improvements to the Land such as mowing and maintaining the Land in a manner suitable for conducting soccer practice activities. CITY will not make any permanent alterations to the Land and shall return the Land to the same condition as before the soccer practice activities were conducted at the close of activity, including any trash removal.

7. CITY will use the Land for the sole purpose of conducting soccer practice activities. Should CITY utilize the Land for purposes other than conducting soccer practice activities, this agreement shall be immediately and automatically cancelled.

8. ASUJ shall have the right to immediately terminate this agreement by providing written notice to CITY.

9. CITY hereby agrees to indemnify and hold ASUJ harmless from any loss, cost, claim, liability or damage, whether in contract or in tort, and whether for personal injury or property damage, arising out of any activities occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities, except those caused by the intentional acts of ASUJ. If any action or proceeding is brought against ASUJ, CITY agrees to resist or defend such action or proceeding and to promptly pay and discharge any final judgment rendered against ASUJ therein, reserving the right to appeal such judgment prior to payment thereof as may be permitted by law. The duty to indemnify shall survive the expiration or earlier termination of this agreement.

10. CITY shall be solely responsible for claims for personal injury, death or property damage occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities.

11. Nothing contained in this agreement shall be construed to waive the sovereign immunity of ASUJ. This agreement shall be controlled by and construed under the laws of the State of Arkansas. Any claim against ASUJ arising from this agreement shall be subject to the exclusive jurisdiction of the Arkansas State Claims Commission.

12. Any notice given under this agreement shall be made as follows:

To ASUJ:

Arkansas State University-Jonesboro
Attn: Vice Chancellor for Finance & Administration
P. O. Box 2100
State University, AR 72467-2100

With copy to:

Arkansas State University System Office
Office of University Counsel
P.O. Box 10
State University, AR 72467

To CITY:

Jonesboro Parks and Recreation Department
Attn: Wixson Huffstetler
P. O. Box 1845
Jonesboro, AR 72403-1845

13. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

14. This agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ARKANSAS STATE UNIVERSITY-JONESBORO

By: Len T. Frey
Len T. Frey, Ph.D.
Vice Chancellor for Finance and Administration

CITY OF JONESBORO

By: _____
Harold Perrin, Mayor



Legislation Details (With Text)

File #:	RES-12:172	Version:	1	Name:	Maintenance agreement for Coot Minor Plat
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	9/26/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR COOTS MINOR PLAT, BEING A PART OF THE SOUTHEAST OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, ARKANSAS, A RESIDENTIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf 12-13 Coots Minor Plat.PDF				

Date	Ver.	Action By	Action	Result
10/1/2012	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR COOTS MINOR PLAT, BEING A PART OF THE SOUTHEAST OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 3 EAST, JONESBORO, ARKANSAS, A RESIDENTIAL DEVELOPMENT

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Sontina Enterprises, Inc. has submitted a Maintenance Agreement for Stormwater Management Facilities for Coots Minor Plat, being a Part of the Southeast of Section 35, Township 14 North, Range 3 East, Jonesboro, Arkansas development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Sontina Enterprises, Inc. and authorizes the filing of a record plat for Coots Minor Plat, being a Part of the Southeast of Section 35, Township 14 North, Range 3 East, Jonesboro, Arkansas development.

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

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
COOTS MINOR PLAT – JONESBORO, ARKANSAS - PAGE 1 OF 3**

Property Identification

Project Name: Coots Minor Plat – Jonesboro, Arkansas
Project Address: Keller's Chapel Road [1 residential lot – address not yet assigned]
Owner(s): Sontina Enterprises, Inc.
Owner Address: PO Box 576
City: Bono State: AR Zip Code: 72416

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this _____ day of _____, 20____, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Warren and Tina Coots, hereinafter called the "Owner".

WITNESSTH, that:

WHEREAS, The Owner is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for the Coots Minor Plat, being a Part of the Southeast of Section 35, Township 14 North, Range 3 East, Jonesboro, Arkansas, as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Owner, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
COOTS MINOR PLAT – JONESBORO, ARKANSAS - PAGE 2 OF 3**

2. The Owner, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Owner, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Owner, its successors and assigns. The Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Owner, the Owner's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensues, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner: Mr. Warren Coots
Printed Name


Signature

9-19-12
Date

Owner: Ms. Tina Coots
Printed Name


Signature

9-19-12
Date

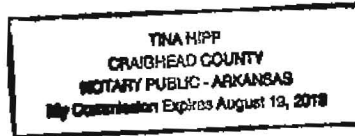
**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
COOTS MINOR PLAT – JONESBORO, ARKANSAS - PAGE 3 OF 3**

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Warren Coots and Tina Coots, to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 19th day of Sept, 20 12.

Tina Hipp
Notary Public (Printed Name)



Tina Hipp
Notary Public (Signature)

My Commission Expires: 8/19/2013

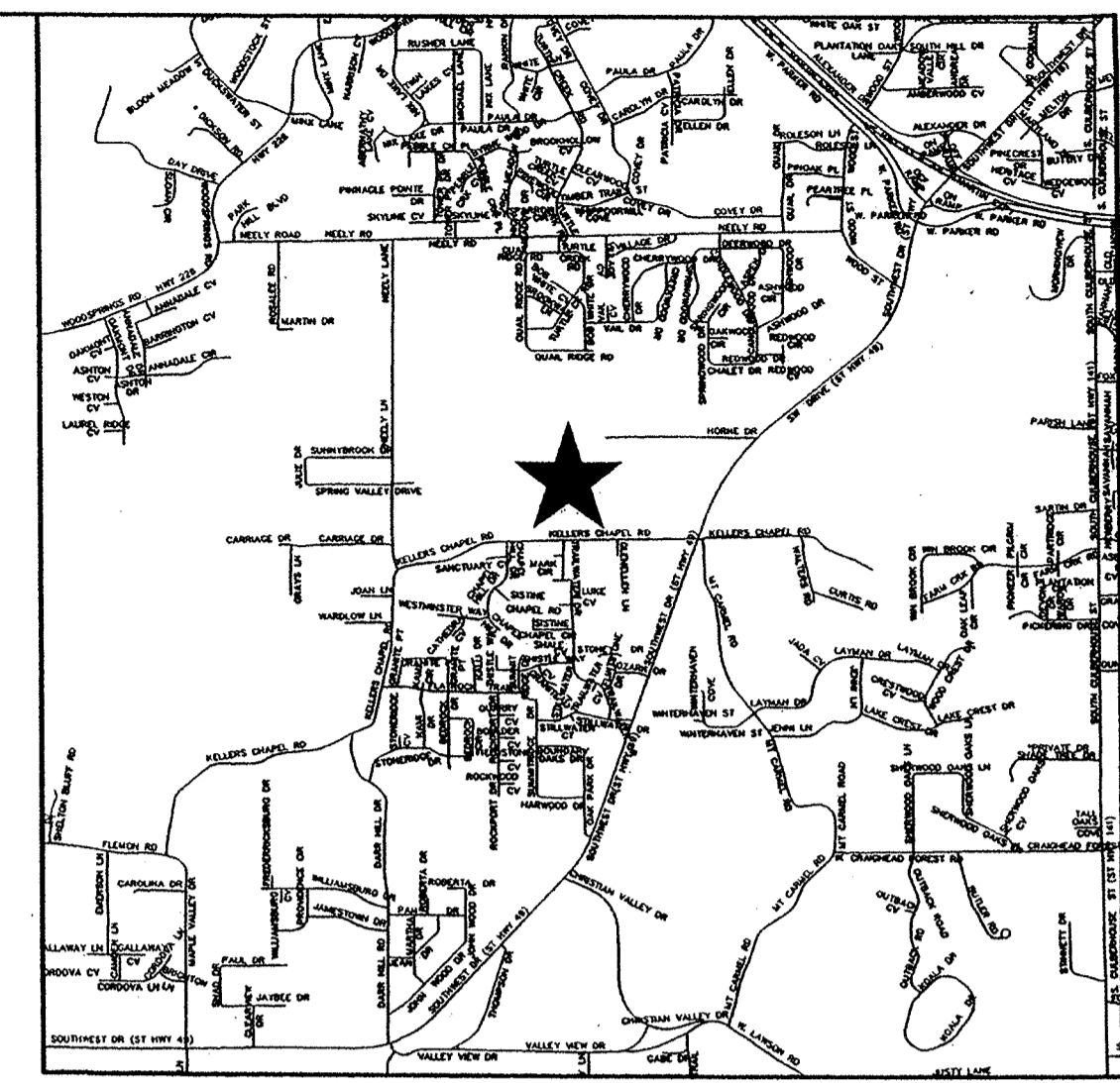
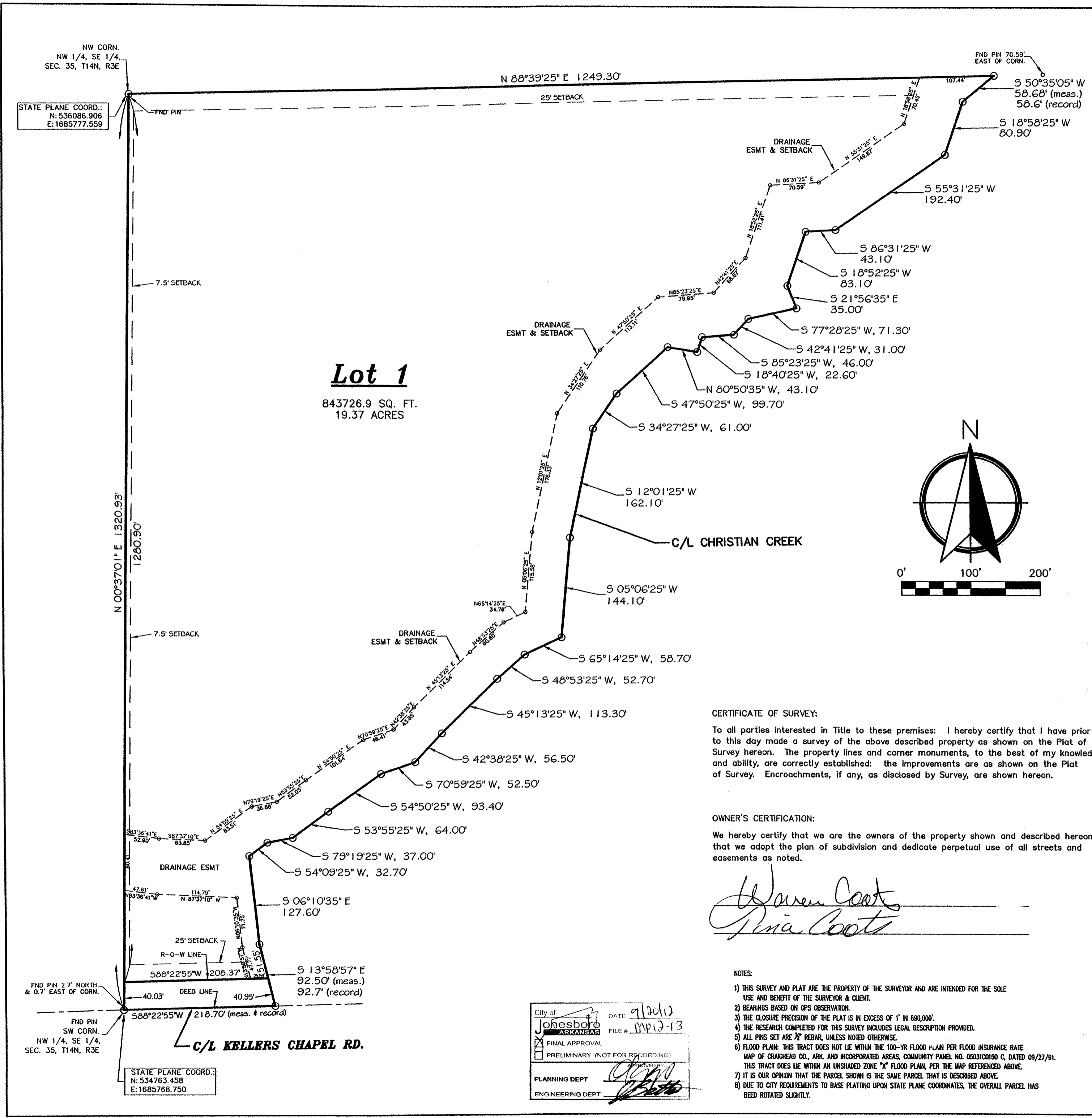
Accepted by:

Mayor

Date

City Clerk

Date



LEGAL DESCRIPTION: (AS FURNISHED)

A part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County, Arkansas being more particularly described as follows:
Begin at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East; thence North 89°29' East along the North line of the Northwest Quarter of the Southeast Quarter aforesaid 1249.3 feet to the centerline of a ditch; thence along said centerline of ditch as follows: South 51° 21' West 58.6 feet, South 19°48' West 80.9 feet, South 56°21' West 192.4 feet, South 87°21' West 43.1 feet, South 19°42' West 83.1 feet, South 21°07' East 35 feet, South 78°18' West 71.3 feet, South 43°31' West 31 feet, South 86°13' West 46 feet, South 19°30' West 22.6 feet, North 80°01' West 43.1 feet, South 48°40' West 99.7 feet, South 35°17' West 61 feet, South 12°51' West 162.1 feet, South 5°56' West 144.1 feet, South 66°04' West 58.7 feet, South 49°43' West 52.7 feet, South 46°03' West 113.3 feet, South 43°28' West 56.5 feet, South 71°49' West 52.5 feet, South 55°40' West 93.4 feet, South 54°45' West 64 feet, South 80°09' West 37 feet, South 54°59' West 32.7 feet, South 5°21' East 127.6 feet, South 13°16' East 92.7 feet to the South line of the Northwest Quarter of the Southeast Quarter aforesaid; thence South 89°12' West along said South line 218.7 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter aforesaid; thence North 1°26' East along the West line of the Northwest Quarter of the Southeast Quarter aforesaid 1321.1 feet to the point of beginning, containing 19.56 acres and being subject to an easement for a Public Road along the South side of the tract.

CERTIFICATE OF SURVEY:
To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

OWNER'S CERTIFICATION:
We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

Warren Coots
Tina Coots

- NOTES:**
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) BEARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 690,000'.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
 - 5) ALL PINS SET ARE 1/2" REBAR, UNLESS NOTED OTHERWISE.
 - 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 050310050 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN AN UNSHADED ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
 - 7) IT IS OUR OPINION THAT THE PARCEL SHOWN IS THE SAME PARCEL THAT IS DESCRIBED ABOVE.
 - 8) DUE TO CITY REQUIREMENTS TO BASE PLATTING UPON STATE PLANE COORDINATES, THE OVERALL PARCEL HAS BEEN ROTATED SLIGHTLY.

City of Jonesboro ARKANSAS DATE 9/20/10 FILE # MP12-13

FINAL APPROVAL
 PRELIMINARY (NOT FOR RECORDING)

PLANNING DEPT [Signature]
ENGINEERING DEPT [Signature]

COOTS MINOR PLAT
Jonesboro, Arkansas

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 Southwest Dr. - Jonesboro, AR - (870) 932-7880 - www.civilogic.net					
MINOR PLAT FOR WARREN & TINA COOTS JONESBORO, ARKANSAS					
Date	Scale	Job No.	Sheet		
09-05-12	1"=100'	112050	No.		
Section	Township	Range	County		
35	14N	03E	CRAIGHEAD	1 of 1	
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2012, Civilogic		Drawn By: RE	Checked by: GH		

REGISTERED
STATE OF ARKANSAS
No. 1273
SIGNATURE
09/05/12
DATE
BRUCE M. HANNAH
PROFESSIONAL SURVEYOR

CERTIFICATE OF AUTHORIZATION
CIVILOGIC
No. 329
ARKANSAS-ENGINEER



Legislation Details (With Text)

File #: RES-12:174 **Version:** 1 **Name:** CDBG contract with Salvation Army
Type: Resolution **Status:** Recommended to Council
File created: 10/2/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY
Sponsors: Grants
Indexes: Contract
Code sections:
Attachments: [2012 Salvation Army Agreement](#)

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY

Body

WHEREAS, the City has entered into a contract with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide CDBG entitlement funds under Title 1 of the Housing and Community Development Act of 1975, as amended, and

WHEREAS, at the regular City Council meeting the Jonesboro City Council approved by Resolution RES-12:055 and by unanimous vote the City's 2012 Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following organization to carry out a stated portion of the programs described in this 2012 CDBG Annual Action Plan: The Salvation Army in the amount of \$51,430.00 for facility rehabilitation; and

WHEREAS, the source of funds for this project are provided by HUD 100%, are currently approved in the 2012 Action Plan, and are allocated in the 2012 budget for the City of Jonesboro; and

WHEREAS, the City desires The Salvation Army to carry out and complete the projects described in the Scope of Services; and

WHEREAS, The Salvation Army represents they have the capacity to do so and are willing to carry out those portions of the CDBG program described in the application and in the Scope of Services portion in this Agreement;

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

ARKANSAS THAT:

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreements.



HUD Project ID # 72
\$51,430.00
Salvation Army
Shelter Improvements

City of Jonesboro 2012 CDBG AGREEMENT The Salvation Army

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **the Salvation Army, A Georgia Corporation, for Jonesboro, Arkansas**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The CDBG funding will be used to renovate their kitchen in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$51,430 to the Salvation Army for shelter improvements.
- The Department of Community Development retains the funds, writes the work specifications and solicits written estimates for the work. Salvation Army will approve the work specifications before they are sent out for bids. Payments will be made by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for facility improvements by the City of Jonesboro under this Agreement shall not exceed \$51,430.
- If for any reason, any term of this Agreement is breached by the Salvation Army, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation to obtain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity

Replace 2 freezers, 1 dishwasher, 1 refrigerator, new sinks
Replace & Repair shelter roof
Replace HVAC units in shelter
Build enclosed vestibule to shelter office
Replace carpet in shelter offices

D. Staffing

The following staff will be actively participating in program delivery:

Major Eugene Gesner

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year January 1, 2012 – December 31, 2012). The term of this Agreement and the provisions herein may be extended to cover any additional time period required to complete activities described in I(C) above. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Replace 2 freezers, 1 dishwasher, 1 refrigerator, new sinks	\$12,000
Replace & Repair shelter roof	\$12,500
Replace HVAC units in shelter	\$12,500
Build enclosed vestibule to shelter office	\$12,260
Replace carpet in shelter offices	\$ 2,170

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$51,430.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	The Salvation Army
Dept. of Community Development	Major Eugene Gesner
519 W. Washington, P.O. Box 1845	800 Cate Street, P.O. Box 726
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 935-0698
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS
NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as

creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party

of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Payment Procedures

The City of Jonesboro will retain funding and make payment to the contractors directly as state in **I. Scope of Services**: "The Department of community Development retains the funds, writes the work specifications and solicits bids for the work. Salvation Army will approve the work specifications before they are sent out for bids. Payments will be made by the City of Jonesboro for verified performance of eligible activities." In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit Progress Reports upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance, as applicable by law (See Attachment A: The Salvation Army Policy Statement on Non-Discrimination in Employment). The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action (See Attachment A: The Salvation Army Policy Statement on Non-discrimination in Employment regarding contracts executed by The Salvation Army to provide federally funded social services)

1. Approved Program

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities or to promote religious interests in accordance with the Federal regulations.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to

all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Subrecipient

The Salvation Army, A Georgia Corporation
For The Salvation Army, Jonesboro, Arkansas

X  _____
Corps Officer ASSISTANT TREASURER STEPHEN ELLIS

Date: _____ SEP 25 2012 _____

ATTACHMENT A
THE SALVATION ARMY

**USA SOUTHERN TERRITORY
ATLANTA GEORGIA**

PL014 07/08/2008

Policy Statement on Non-Discrimination in Employment

It is the policy of The Salvation Army that it will provide equal opportunity for employment on the bases enumerated in the federal, state and local laws applicable to it, except where a prohibition on discrimination is inconsistent with the religious principles of The Salvation Army. Such equal opportunity for employment will apply to recruitment and hiring, training, promotion, salaries and other compensation, transfers and layoffs or termination.

As a religious organization, a branch of the Christian church, The Salvation Army reserves the right to make such employment decisions, adopt employment policies (including employee benefits) which are calculated to promote the religious and moral principles for which it is established and maintained, consistent with its rights to the free exercise of its religion guaranteed to it by the Constitution of the United States.

Without limiting the foregoing, by accepting employment with The Salvation Army, an individual recognizes that The Salvation Army is a church, agrees to do nothing to undermine its religious mission, and acknowledges that his or her conduct must not conflict with or undermine the religious programs of The Salvation Army, or its religious and moral purposes.

Contracts executed by The Salvation Army to provide federally funded social services do not involve the procurement by the federal government of "personal property" and/or "non-personal services" for the direct benefit or use of a federal agency, and therefore does not subject The Salvation Army to regulations as a "contractor" pursuant to 41 C.F.R. Chapter 60. Accordingly, The Salvation Army is not required by such regulations to adopt an "affirmative action program". Nonetheless, as part of its commitment to equal employment opportunity, The Salvation Army has adopted this Affirmative Action Program for implementation throughout the United States.

Issued by the authority of
The Territorial Commander
CC: May 2008 (358-363)
TFC: July 8, 2008

Lt. Colonel Terry W. Griffin
Chief Secretary



THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups – governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups – in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provision of its contracts and agreements.

Commissioners Conference
May 1996



Legislation Details (With Text)

File #:	RES-12:175	Version:	1	Name:	Contract with State for Americorps Program
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/4/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE AMERICORPS PROGRAM				
Sponsors:	Grants				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Grant Agreement				

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE AMERICORPS PROGRAM

Body

Whereas, the City of Jonesboro applied for an AmeriCorps Grant and was awarded \$106,400 in federal dollars, and

Whereas, all match funds will come from the Winthrop Rockefeller Grant and the 2012 Community Development Block Grant, and

Whereas, the City of Jonesboro will partner with various organizations to hire, recruit, and train 16 part time AmeriCorps Service Members to serve 1 program year defined by November 1, 2012 to September 30, 2013; and

Whereas, the City of Jonesboro Grants Department will use said funds to implement said grant and deliver direct services to the citizens of North Jonesboro as part of the North Jonesboro Neighborhood Initiative, and

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

SECTION 1: The City of Jonesboro will enter into agreement with the State of Arkansas Department of Human Services for implementation of the AmeriCorps Program, and

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

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

Sub-grant Number _____ is entered into between the State of Arkansas, **Department of Human Services,** _____, hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient.

I. RECIPIENT INFORMATION:

Taxpayer / Employer ID Number					
Name:					
Address:					
City:		State:		Zip Code:	
AASIS Vendor #					

II. SUB-GRANT PERIOD:

This agreement will begin on _____ and will end on _____
 In no event shall the initial term of the sub-grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. PURPOSE OF AGREEMENT:

All parties agree that following attachments contain the objective and scope and are hereby made a part of this sub-grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description

IV. FUNDING:

Regardless of any other provision of this sub-grant, or any costs or obligations of the Recipient, the liability of payment by the Department to the Recipient under this sub-grant shall be subject to the limits specified below:

TOTAL FUNDING:	\$ _____
-----------------------	-----------------

% Federal Funds	% State Funds	% Other Funds
------------------------	----------------------	----------------------

If Other, specify

CFDA #, if applicable	
CFDA Title, if applicable	

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

V. SUB-GRANT TYPE:

Sub-grant Status: Discretionary Discretionary, but exempt Non-Discretionary

If Discretionary but exempt, indicate reason for exemption __

VI. SELECTION METHOD:

Request for Application	<input type="checkbox"/>	Solicited	<input type="checkbox"/>	Un-solicited	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>				

VII. METHOD OF PAYMENT: .

VIII. CANCELLATION:

Either party may cancel this agreement at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery.

IX. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section XIII.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
 - Title 45 Code of Federal Regulations:
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
 - Title 28 Code of Federal Regulations:
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations:
 - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)

The Department will furnish a copy of these regulations to the Recipient upon request.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as Attachment _____ to this sub-grant.

- E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

- F. **LEGISLATIVE REVIEW Act 1032 of 1999** specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee. If the state

ARKANSAS DEPARTMENT OF HUMAN SERVICES SUB-GRANT AGREEMENT

agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.

All non-discretionary sub-grants are exempt from review.

Certain discretionary sub-grants are exempt from review. These include:

- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

X. PROGRAM OPERATION:

- A. STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- B. SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this sub-grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

XI. INFORMATION AND RECORDS:

- A. ACCESS TO RECORDS:** The Recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers or records of the Recipient which are related to any services performed under the sub-grant. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section XI. A. of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.
- B. CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

XII. FISCAL PRACTICES:

- A. CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- B. NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this sub-grant shall not be allocated to or included as a cost of any other State or Federally financed program unless such partial payment is specified in Attachment _____ and the Department gives written consent to this arrangement.
- C. BILLING:** Billing under this agreement will be in accordance with established Department procedures. Payment method will be as stated in Section VII of this agreement.
- D. LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- E. PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

- F. **AUDIT REQUIREMENT:** Provider shall comply with the DHS audit requirements as outlined in Arkansas Department of Human Services "Audit Guidelines". Copies may be obtained from:
Arkansas Department of Human Services
Office of Quality Assurance
P.O. Box 1437 - Slot S270
Little Rock, Arkansas 72203-1437
- G. **DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.

XIII. AMENDMENT:

Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Department of Human Services. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

XIV. CERTIFICATION AND SIGNATURE:

A. **RECIPIENT CERTIFICATION OF DOCUMENTATION:** The Recipient certifies that all documentation presented to obtain this sub-grant is true and complete. The Recipient agrees to notify the Department of any changes in this documentation except when the Department has given specific written permission to waive such notification.

B. SIGNATURES:

<u>Signature of Sub-grant Recipient Authorized Representative</u>	
Signature of Recipient Authorized Representative	Date
Printed Name of Recipient Authorized Representative	Title
In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this sub-grant on behalf of the Recipient. This sub-grant is effective on date specified on Page 1, but no earlier than the date signed by the last signing party.	

<u>Signature of DHS Program Agency Authorized Representative</u>	
Signature of DHS Program Agency Authorized Representative	Date
Printed Name of DHS Program Agency Authorized Representative	Title
In signing this document, I attest I am exercising appropriate fiduciary authority in the commitment of available resources to achieve program agency objectives.	



Legislation Details (With Text)

File #: RES-12:176 **Version:** 1 **Name:** Millage for police pension fund
Type: Resolution **Status:** Recommended to Council
File created: 10/4/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND
Sponsors: Finance
Indexes: Millages, Taxes
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

Body
WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the duly qualified and acting Board of the Jonesboro Police Pension Fund has enacted and certified to the City Clerk a resolution finding that the regulated sum is necessary to discharge the functions of said Board in the year of 2013; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The City Council approves the resolution of the Jonesboro Police Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that

the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-12:177 **Version:** 1 **Name:** Millage for firemen's pension and relief fund
Type: Resolution **Status:** Recommended to Council
File created: 10/4/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND
Sponsors: Finance
Indexes: Millages, Taxes
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

Body
WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the duly qualified and acting Board of the Fire Pension Fund has enacted and certified to the City Clerk a resolution finding that a regulated sum is necessary to discharge the functions of said Board in the year of 2013; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The City Council approves the resolution of the Fire Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-12:178 **Version:** 1 **Name:** Millage for public library tax
Type: Resolution **Status:** Recommended to Council
File created: 10/4/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
Sponsors: Finance
Indexes: Millages, Taxes
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Body
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and,

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law;

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

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property the taxes are at the rate of 2 mills on the dollar and on all personal property, excepting household goods, the rate is 2 mills on the dollar.



Legislation Details (With Text)

File #:	RES-12:179	Version:	1	Name:	Support of amendments regarding collections of local sales and use taxes
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/4/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.				
Sponsors:	Finance				
Indexes:	Other				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

Body

Whereas, the Arkansas Department of Finance and Administration (DF&A) collects sales taxes levied by cities and counties in Arkansas under the same tax administration system that is used to collect State sales taxes, and as such, local taxes are "piggy backed" along with the collection of State sales taxes;

Whereas, the State withholds an administrative fee of 3% from local tax collections to fund the cost of such service which totaled approximately \$30 million in 2011;

Whereas, all taxing entities are entitled to have information about the collections produced by the taxes levied in order to monitor, evaluate, budget and project the tax collections to which they are entitled to receive;

Whereas, existing Arkansas law does not authorize or require DF&A to provide information to local governments that is useful and satisfactory to monitor, evaluate, budget and project local tax collections; and

Whereas, laws in neighboring states authorize and require the release of information that is satisfactory to serve the needs of local governments mentioned above which includes tax collections identified by specific taxpayer, and that the experience in such states demonstrates that related procedures and reports can be efficiently administered and produced, and that similar laws can be adopted and administered in Arkansas;

Resolved, that the City Council of Jonesboro, Arkansas supports amendments to Arkansas laws to authorize and require information to be provided to designated representatives of local governments that will permit them to fully and successfully monitor, evaluate, budget and project local tax collections;

That any information that can be identified with a specific taxpayer shall only be released following an agreement to keep such information confidential, and that such specific taxpayer information shall be exempt from release under the freedom of information laws of Arkansas; and

That the information will: (1) be made available for the monthly collections and calendar year to date, by regular mail, email or by dedicated online account at the option of local governments (in electronic worksheet or PDF format), not later than 30 days following the most recent monthly tax distribution; (2) include details and totals that will agree or reconcile to the related tax collections distributed by the State Treasurer to a local government for a particular month; and (3) be updated as required by subsequent adjustments due to refunds, rebates, additional tax payments and any other matter affecting the tax collected for a particular period.



Legislation Details (With Text)

File #:	RES-12:180	Version:	1	Name:	Amend salary plan to change salary grade of youth sports coordinator
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	10/4/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR				
Sponsors:	Finance				
Indexes:	Position - creation/amendment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR

Body
WHEREAS, the City of Jonesboro City Salary & Administration was adopted by Resolution No. 09:201 and is currently in effect; and

WHEREAS, it is recommended by the Finance Committee, due to reorganization of the sports programs and to ensure appropriate duties of staff in the Parks & Recreation Department.

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

SECTION 1: The position of Youth Sports Coordinator be changed from a grade 116 to a grade 112 with a salary range of \$30,514 to \$45,770.



Legislation Details (With Text)

File #:	ORD-12:057	Version:	1	Name:	Amend 2012 budget to add 2 youth sports coordinators for Parks Department
Type:	Ordinance	Status:		Status:	First Reading
File created:	10/4/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.				
Sponsors:	Finance				
Indexes:	Budget amendment, Position - creation/amendment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
10/9/2012	1	Finance & Administration Council Committee		

Title
AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.

Body
WHEREAS, the Jonesboro City Council adopted the 2012 annual budget, Ordinance Number O-EN-072-2011 on December 20, 2011; And

WHEREAS, there is a need to add 2 Youth Sports Coordination position in the Jonesboro Parks & Recreation Department due to the growth of the youth sports programs. And

WHEREAS, the 2011 budget will need to be amended in order to effectuate said salary changes, and the budget amount for salaries will need to be increased a total of \$11,000.

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

Section 1. The position of Youth Sports Coordinator shall be added to the 2012 Annual Budget at a Grade of 112 with a salary range of \$30,514 to \$45,770,

Section 2. The sum of \$11,000 shall be added to the budget for salaries, said sum coming from the General Fund.

Section 3. It is further found and declared that an emergency is declared to exist and this ordinance being necessary for the continuity of services for the increased youth sports programs and shall take effect from and

after its approval.



Legislation Details (With Text)

File #:	ORD-12:058	Version:	1	Name:	Rezoning by O'Reilly Auto Parts
Type:	Ordinance	Status:		Status:	First Reading
File created:	10/10/2012	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 4309 EAST JOHNSON AS REQUESTED BY O'REILLY AUTO PARTS				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
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title
AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES
body
BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION I: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM (R-1) SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO (C-3) GENERAL COMMERCIAL DISTRICT, THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; RUN THENCE SOUTH 00 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG 40 ACRE LINE, 551.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST JOHNSON AVENUE (U.S. HIGHWAY 49) (STATE HIGHWAY 1); THENCE SOUTH 58 DEGREES 46 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 191.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 46 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 199.94 FEET TO A POINT; THENCE SOUTH 31 DEGREES 07 MINUTES 46 SECONDS EAST, LEAVING SAID RIGHT OF WAY LINE, 217.80 FEET TO AN IRON PIPE; THENCE NORTH 58 DEGREES 46 MINUTES 24 SECONDS EAST, 199.99 FEET TO A 1/2 INCH REBAR WITH CAP; THENCE NORTH 31 DEGREES 08 MINUTES 39 SECONDS WEST, 217.80 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 43,553 SQUARE FEET OR 1.000 ACRES MORE OR LESS.

SECTION II: 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.



City of Jonesboro City Council
Staff Report – RZ 12-22: 4309 E. Johnson Ave.
Huntington Building - 900 W. Monroe
For Consideration by Council on October 16, 2012

REQUEST: To consider a rezoning of a parcel of land containing 1.0 acre more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from R-1 Single and C-3 General Commercial, L.U.O. General Commercial.

APPLICANT/OWNER: O'Reilly Automotive Stores, Inc., 233 S. Patterson, Springfield, MO 65802
Charles M. Johnston, 4309 E. Johnson Ave., Jonesboro AR 72401

LOCATION: 4309 East Johnson Avenue (South side Highway 49N; east of Airport Rd.)

SITE DESCRIPTION: Tract Size: Approx. +/- 1.0 acres
Frontage: 200' +/- along E. Johnson
Topography: Flat
Existing Development: Single Family Residence & (Non-conforming) Auto Shop

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-3	Commercial
South:	I-1	RGB Industrial Commercial uses
East:	C-3	Commercial
West:	R-1	Residential

HISTORY: Records show that Mr. Charles Johnston filed a rezoning petition and went before the MAPC under Case RZ98-8, gaining MAPC recommended approval. No further action is found; and City files do not show that the case went before the City Council after MAPC made final action unanimously 5-0 on April 14, 1998.

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

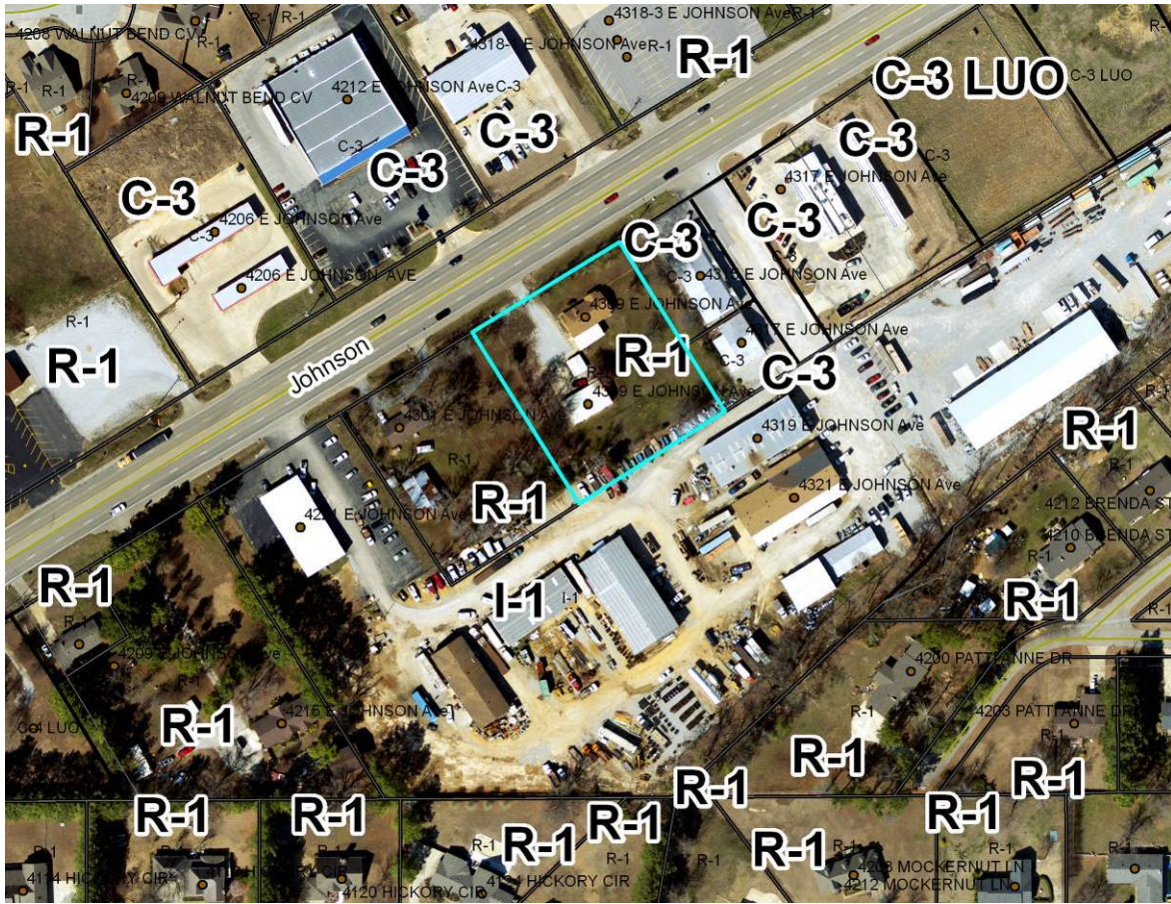
The Current/Future Land Use Map recommends this location as Planned Mixed Use Employment Area. The proposed rezoning is consistent with the land use map with the proposed C-3 Limited Use Overlay.

Approval Criteria- Section 117-34- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

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



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by E. Johnson Ave., Hwy. 49 N and has a right of way totaling 150ft. (Principal Arterial min. 120’). The survey plat submitted shows that a 100 ft. right of way exists. For platting purposes 10’ additional feet will be required to bring the lot into compliance with the Master Street Plan. The survey indicates and reflects this possible right of way dedication.

MAPC RECORD OF PROCEEDINGS: MAPC Public Hearing held on October 9, 2012

Applicant: Mr. Paxton Singleton, 6511 Hyman Court, North Little Rock, AR: Representing the seller Charles Johnston and O'Reilly Automotive Stores, Inc. (purchaser) gave a presentation to the MAPC for the 7,200 s.f. store. Mr. Singleton presented the petition and stated consistency is achieved with the land use plan and the area. He also noted that the property was petitioned for rezoning in 1998 and gave a description of the other mixed commercial uses in the area. The owner has spoken with the residential owner to the west who had no disagreements. Mr. Singleton acknowledged that the former MAPC approval never went to City Council.

Staff: Mr. Spriggs gave staff summary comments, noting that this is a clean-up petition to the MAPC, as noted. Consistency is achieved on the Land Use Plan and Master Street Plan. There are no issues or concerns submitted by the reviewing departments, as noted in the staff report. The conditions were read:

1. A final plat should be filed by the owners reflecting a 60 ft. R.O.W. from the centerline of E. Johnson Ave.
2. Upon redevelopment of the property, privacy fencing shall be erected along the western boundary where it abuts residentially used property, and
3. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

Public Input: None Present.

Mr. Kelton: Asked about lighting pollution/spill-off to the residence next door? Mr. Spriggs noted that as part of the permit process, a lighting and photometrics plan is required to assure no lighting spill-off on the abutting residential to remain. Until it changes to commercial, it has to be taken into account.

Mr. Singleton stated that this will not be an issue; they will submit the proper lighting during site plan approval.

Mr. Hoelscher asked- is the issue with the fence only enforceable until such time the residential use is no longer? Mr. Spriggs noted that the restriction could be lifted at that time.

Commission Action:

Mr. Tomlinson made a motion to place Case: RZ-12-22 on the floor for consideration and for recommendation to City Council for a rezoning from "R-1 to "C-3 L.U.O." General Commercial District subject to the 3 Staff Conditions, as approved by the MAPC:

1. A final plat should be filed by the owners reflecting a 60 ft. R.O.W. from the centerline of E. Johnson Ave.
2. Upon redevelopment of the property, privacy fencing shall be erected along the western boundary where it abuts residentially used property, and
3. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

The MAPC finds that the use will be compatible and suitable with the zoning, uses and character of the surrounding area. Motion was seconded by: Mr. Scurlock.

Roll Call Vote:

Mr. Hoelscher: Aye; Mr. Dover- Aye; Mr. Scurlock- Aye; Ms. Elmore- Aye; Mr. Tomlinson- Aye; Mr. Kelton- Chair. Absent were: Ms. Nix; Mr. Roberts; Mr. Reece left meeting early.

Measure passed with a 5-0 Vote in favor.

Zoning Code Compliance Review:

The applicant is requesting a change to C-3 General Commercial for property that has held a non-conforming use status as commercial property for an automotive repair shop building in the rear yard. As noted in the history section, the owner notified staff that he petitioned for a rezoning in 1998, but files only reflect that the process ended at MAPC’s approval in April of 1998 and did not proceed to City Council for consideration.

The subject property is surrounded by a growing commercial corridor of mixed uses. The property is served by one driveway. Care should be given during the site plan review process in terms of property access as well as the residential screening and buffering in the west as long as residential remains.

C-3 Zoning District Requirements:

Requires 6,500 sq. ft. Nonresidential uses ; **Front Setback:** 25 ft.; **Side:** 10 ft.; **Rear:** 20 ft.

Department/Agency	Reports/ Comments	Status
Engineering	No issues with the proposal	No comments
Streets/Sanitation	No issues with the proposal	No comments
Police	No issues with the proposal	No comments
Fire	No issues with the proposal	No comments
Utility Companies	No issues with the proposal	No comments

If approved this rezoning would rid a nonconforming use, and further provide for redevelopment by a potential commercial purchaser. Staff has no objections with this petition; especially since it proceed through the MAPC review process with no issues in 1998. Staff advises MAPC attention to the points raised earlier in the report regarding right of way dedication of ten (10) additional feet; screening of parking areas where residential abuts to the west, and final review by MAPC of a final site plan that provides for safe ingress and egress by future proposed uses as well as coordination of any possible cross access easements. Any conditions placed on the original C-3 General Commercial will require a Limited Use Overlay (LUO) modification.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Mr. Charles Johnston should be evaluated based on the above observations and criteria, of Case RZ 12-22 noted above, a request to rezone property from “R-1” and C-3 “L.U.O- General Commercial District.

The following conditions are recommended:

1. A final plat should be filed by the owners reflecting a 60 ft. R.O.W. from the centerline of E. Johnson Ave.
2. Upon redevelopment of the property, privacy fencing shall be erected along the western boundary where it abuts residentially used property, and
3. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



Aerial View of property



View looking east towards neighboring Hospice Use along E. Johnson Ave.



View looking south at subject property



View looking across Johnson at commercial uses



View looking south at adjacent Industrial use



Legislation Details (With Text)

File #:	ORD-12:050	Version:	1	Name:	Rezoning by Dean Tyrer
Type:	Ordinance	Status:		Status:	Third Reading
File created:	9/12/2012	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO R-8 LUO FOR PROPERTY LOCATED ON AGGIE ROAD AS REQUESTED BY DEAN TYRER				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report Maps Lot Layout 10/1/2012 Supporting information				

Date	Ver.	Action By	Action	Result
10/1/2012	1	City Council		
9/18/2012	1	City Council	Held at one reading	

title
AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES;

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

SECTION 1: CHAPTER 117, 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: Residential, R-1
TO: Residential, RS-8, Limited Use Overlay (LUO)

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

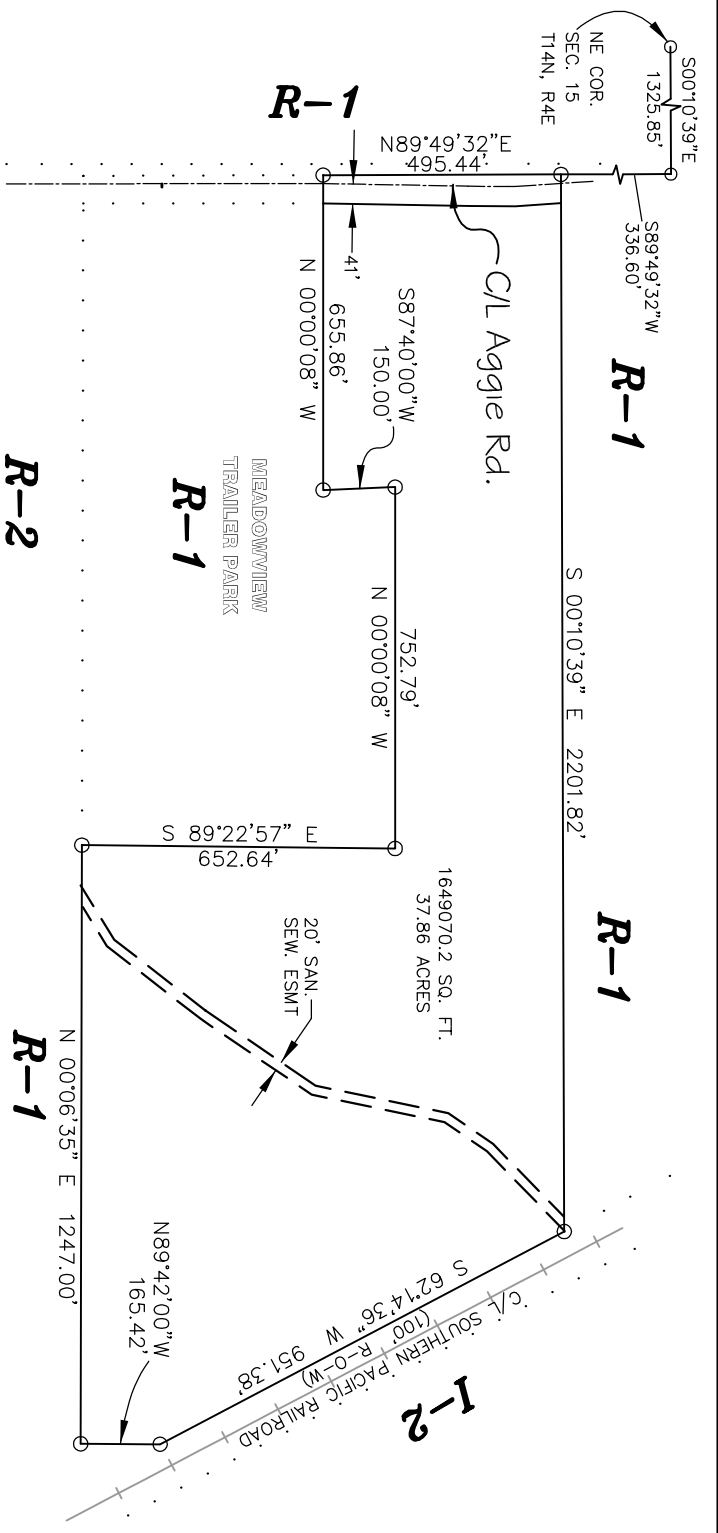
A part of the Southeast Quarter of the Northeast Quarter, and a part of the Northeast Quarter of the Southeast Quarter, both in Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, to wit:

From the Northeast corner of said Section 15,
thence S00°10'39"E, along the east line thereof, a distance of 1,325.85 feet to a point,
said point being the Northeast Corner of said Southwest Quarter of the Northeast Quarter;

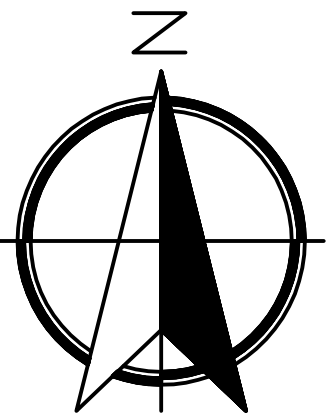
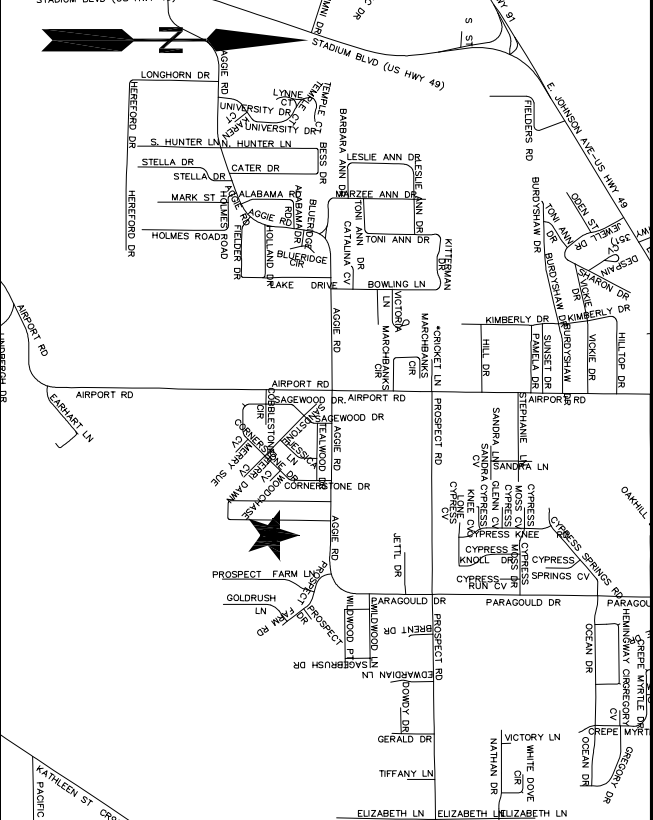
thence S89°49'32"W, along the north line thereof, a distance of 336.60 feet to a point, said point being the POINT OF BEGINNING;
thence S00°10'39"E, a distance of 2,201.82 feet to a point;
thence S62°14'36"W, a distance of 951.38 feet to a point;
thence N89°42'00"W, a distance of 165.42 feet to a point;
thence N00°06'35"E, a distance of 1,247.00 feet to a point;
thence S89°22'57"E, a distance of 652.64 feet to a point;
thence N00°00'08"W, a distance of 752.79 feet to a point;
thence S87°40'00"W, a distance of 150.00 feet to a point;
thence N00°00'08"W, a distance of 655.86 feet to a point;
thence N89°49'32"E, a distance of 495.44 feet to a point;
said point being the POINT OF BEGINNING, said tract containing 37.86 acres, and said tract being subject to existing utility easements and the right-of-way of Aggie Road.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. A maximum of one hundred sixty (160) lots are to be developed.
2. The proposed development shall satisfy all requirements of the City of Jonesboro, including Planning Department, Engineering Department, including satisfaction of all requirements of the current Stormwater Drainage Design Manual, and Building Inspection Department, and shall be submitted to the Metropolitan Area Planning Commission, and the City of Jonesboro for staff review and approval, as is prescribed by the traditional subdivision development process.
3. Extensions of streets within the development are to be developed so as to provide connectivity to the undeveloped land to the east and to the west.
4. A strip of land shall be reserved along the southern line of the Meadowview Manufactured Home Park that shall serve to provide connectivity, primarily for emergency access through the park at a later date.
5. That the rear yard setback shall be 25 ft. on Lots 131-146.



**EXISTING R-1 ZONING
REQUESTED RESIDENTIAL
SINGLE FAMILY RS-8 L.U.O.**



- NOTES:
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) BEARINGS BASED ON GPS OBSERVATION.
 - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 900,000'.
 - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES PREVIOUS SURVEYS.
 - 5) ALL PINS SET ARE 1/2 REBAR, UNLESS NOTED OTHERWISE.
 - 6) OWNER: DEAN TYLER
 - 7) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 0903100044 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.

LEGAL DESCRIPTION

A part of the Southeast Quarter of the Northeast Quarter, and a part of the Northeast Quarter of the Southeast Quarter, both in Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas to wit:

From the Northeast Corner of said Section 15, then run S 00°10'39" E along the east line thereof a distance of 1,325.85 feet to the Northeast Corner of said Southeast Quarter of the Northeast Quarter, then run S 89°49'32" W along the North line of said Southeast Quarter of the Northeast Quarter a distance of 336.60 feet to a point, said point being the POINT OF BEGINNING; then run S 00°10'39" E, a distance of 2201.82 feet to a point on the Northernly Right-of-Way line of the Southern Pacific Railroad, then following said Right-of-Way S 62°14'36" W, a distance of 951.38 feet to a point, said point being the intersection point of said Railroad Right-of-Way and the South line of said Northeast Quarter of the Southeast Quarter, thence along said South line of the Northeast Quarter of the Southeast Quarter N 89°42'00" W, a distance of 165.42 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter, thence following the West line of said Northeast Quarter of the Southeast Quarter, N 00°06'35" E, a distance of 1,247.00 feet to a point; thence leaving said West line, run S 89°22'57" E, a distance of 652.64 feet to a point; then run N 00°00'08" W, a distance of 752.79 feet to a point; then run S 87°40'00" W, a distance of 150.00 feet to a point; thence N 00°00'08" W, a distance of 655.86 feet to a point on aforesaid North line of the Southeast Quarter of the Northeast Quarter; thence N 89°49'32" E along said North line a distance of 495.44 feet to a point, said point being the POINT OF BEGINNING; said tract containing 37.86 acres, LESS AND EXCEPT the Utility Easements and the Right-of-Way of Aggie Road.

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
REZONING PLAT FOR DEAN TYLER JONESBORO, ARKANSAS					
203 Southwest Dr.--Jonesboro, AR--(870)932-7990--www.civilogic.net					
Date	Scale	Job No.	Sheet No.		
08-01-12	1" = 400'	112086	1 of 1		
Section	Township	Range	County		
15	14N	04E	CRAIGHEAD		
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2012, Civilogic Drawn By: RE Checked by: GH					

REGISTERED
STATE OF ARKANSAS
No. 1273

PROFESSIONAL
SURVEYOR
George M. Haman
08-10-12

CERTIFICATE OF AUTHORIZATION
CIVILOGIC
No. 329
ARKANSAS-ENGINEER

City of Jonesboro City Council
Staff Report – RZ 12-17: 4501 Aggie Road
Huntington Building - 900 W. Monroe
For Consideration by the Council on September 18, 2012

REQUEST: To consider a rezoning of a parcel of land containing 37.86 acres more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from R-1 Single to RS-8 Single Family Residence by the MAPC for 160 single family homes.

**OWNER/
APPLICANT:** Dr. Dean Tyrer, 2603 Brown’s Lane, Jonesboro, AR

LOCATION: 4501 Aggie Road, (South Side of Aggie, directly west of Prospect Farm Road (Subdivision). Directly east of Meadowview Trailer Park)).

**SITE
DESCRIPTION:** Tract Size: Approx. +/- 37.86 acres (1,649,070 sq. ft.)
Frontage: 495.44’ ft. along Aggie Road.
Topography: Flat
Existing Development: 8-Bedroom Single Family Residence and pastured land.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Residential
South:	I-2	Airport/Railroad
East:	R-1	Residential
West:	R-2/R-1	Mobile Home Park/Single Residential

HISTORY: None.

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP

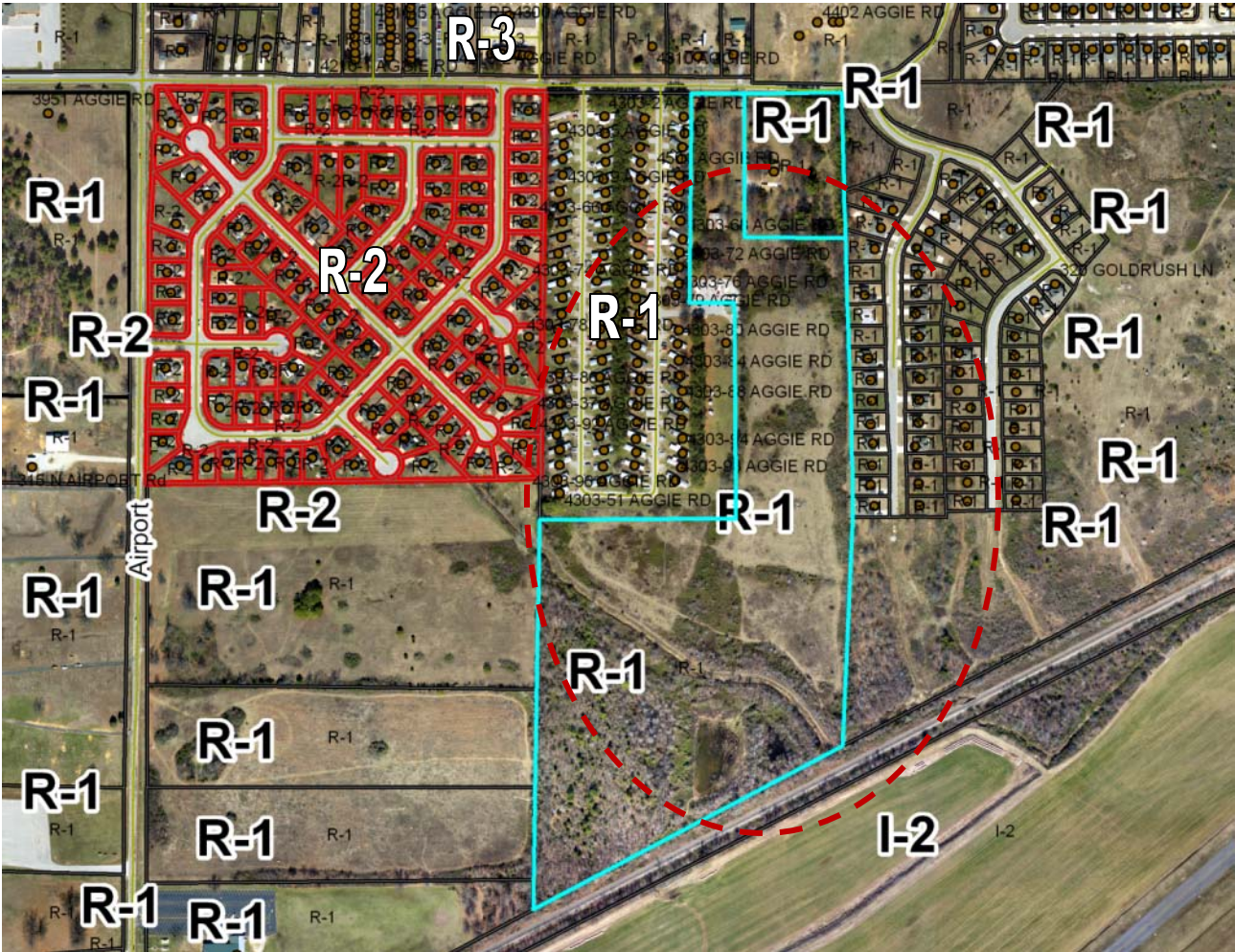
The Current/Future Land Use Map recommends this location as Single Family Residential. The proposed rezoning is consistent with the land use map as a single family development.

Approval Criteria- Section 117-34- Amendments:

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

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

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



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by Aggie Road has a proposed right of way totaling 80 ft. (Collector Street min. 80’); The proposal is in compliance; applicant has proposed a 41’ right of way from the center line of street.

Zoning Code Compliance Review:

The applicant is requesting a change from single family R-1 to a RS-8 Single Family Zoning District. Current R-1 Single Family density is 5.4 units per acre, the applicant is proposing 8 units per acre gross density.

The applicant hopes to respond to the market needs for smaller affordable homes/lots to provide a transition between the mobile home park to the west and the Prospect Farms Subdivision to the east. The idea is to provide a single family unit/property that will require less maintenance. The railroad and airport to the south justifies the type of product being marketed, as well. The subdivision will be served by public road access and will have public sewer and utilities.

Buildable setbacks proposed are the following: 15 ft.- front-yard and rear-yard setbacks; and, 7.5' - side-yard setback. Lot width: 50 ft. RS-8—Single-family residential district minimum 5,445 sq. ft. lot size is required.

MAPC Record of Proceedings: Public Hearing held September 11, 2012

Applicant: Mr. George Hamman, Civilogic - presented the Case to MAPC and noted that he prepared the application on behalf of his client- Dr. Dean Tyrer. This request is for a district classification that has not been used much: RS-8. We are requesting 8 units per acre as Single Family homes.

Mr. Hamman made reference to the Staff Report and noted that Staff stated that the request is consistent with the City's Comprehensive Housing Study, which recommends policies to encourage affordable housing. This meets some of that need. Not everyone can afford an 8,200 sq. ft. lot with a 2,600 sq. ft. house on it. This is a single family alternative to that, with public street right of ways. The MAPC will see each phase of this twice. There will be a bill of assurance of the subdivision, which means that it will be maintained by one company and done in a uniform fashion. This also provides for a transitional zone. To the west of this is a Manufactured Home Park (has been there for about 25 years); to the east is standard R-1 single family and to the south is the railroad and the airport.

Staff: Mr. Spriggs gave the Staff summary of the report. The adjacent uses were discussed as noted. The issues of compatibility and density were discussed. The applicant is requesting RS-8 in which the 8 units per acre is a gross density calculation. The applicant has proposed a layout of 160 maximum lots; which equates to 4 +/- units per acre.

The Comprehensive Land Use Plan was reviewed and consistency is achieved as single family residential, which is recommended. The Master Street Plan requires a collector road designation and the applicant has concurred with the minimum right- of-way of 41-ft. from the centerline of street. All of the average lot restrictions and setbacks are complied with in terms of the RS-8.

Public Input/Opposition:

Mr. Todd Burton - 4303 Cypress Springs Rd. Spoke in opposition. Major concern that was voiced is the apartments denied on the Gosset property. This would exceed the Gosset proposal by 10 units, if you were to put that same thing. The trailer park has been there for 25 years and we have the apartments there that we are dealing with. In our community we are at our maximum, in terms of density. We are growing fast and little has been done to improve our infrastructure. This RS-8 District hasn't been used much and we are concerned. We understand the need to want a transitional

area, and maybe R-1 is not the answer to that, having a density of 8 units per acre, although it's been said to come down lower.

Mr. Burton continued: Density is a concern. A lot of people are out there (in audience) that want to develop land out there. They are waiting to see how this will turn out. We are concerned about what precedent is set. Mr. Burton spoke about increased crime in the area with the recent 5 - car break-ins on September 5th, and the Police Chief's comments about development and crime in the area. I am really glad to look at residential housing, but I and my neighbors are very concerned about that dense of a development. Question was raised: One company was mentioned to maintain the property - Will the houses be single family owned or rented out?

Mr. Hamman: The internet for the maintenance is to reduce the obligation of the owners; it mentions in the Bill of Assurance that it is not the owners that will be doing the maintenance but the property owners association.

Opposition: Attorney Joshua Roberts: Snowgrove Law Firm spoke on behalf of his client: B & J and P&G Land Co. Stated that Dr. Tyrer's desire to develop this property is admirable with Jonesboro's growth and need for affordable housing. However, in this case, P &G and P&J feels that there are three (3) factors under your staff analysis criteria and Staff Report that favor a denial Dr. Tyrer's proposal.

No.1: The compatibility of Dr. Tyrer's request. The current and active development to the east, Prospect Farm and Wildwood Subdivisions are R-1 Single Family. But, the density of RS-8 is too dense.

Mr. Roberts: In this area, the 60 ft. width is the norm; in fact, the R-2 subdivision to the west is single family as well. The RS-8 District will be incompatible with those minimums. Dr. Tyrer is not currently prevented from developing this parcel: He still can develop his property under the R-1 District. The RS-8 allows him to build more houses on the same parcel, which means more money or profit margin than R-1 restrictions would. This request is in competition with the people in the community that purchased their homes relying on the R-1 restrictions, and this is factored in the Zoning Criteria "D" and "E" in the report of the zoning criteria. Mr. Roberts cited a case in law in Arkansas, where a rezoning based solely on the peculiar interests and justification of making a parcel its most profitable status is not enough.

Applicant: Attorney Jim Lyons, representing Dr. Tyrer spoke in favor of the rezoning, citing the existing conditions as noted the trailer park to the west and the Comprehensive Housing Study of which we are consist with. If we are going to spend money on these studies, then we need to use them in the manner in which they were intended. This area is proposed to be used precisely for which it was supposed be used for. Mr. Lyons continued describing the uses surrounding: I-2 Industrial property to the south, with a railroad, and the trailer park property to the west. To say that this is incompatible is just simply incorrect.

Mr. Lyons: There is R-2 zoning is to the west. And if you recall that on September 11th, eleven (11) years ago, we had a measure to rezone this as trailer park property, at the meeting that was postponed and delayed 2 - weeks and MAPC returned and voted to recommend approval. (The case went to court).

Mr. Lyons: We are seeking to rezone this property to RS-8, which is compatible and consistent with the Jonesboro Housing Comprehensive Study. This is also consistent with what the planners and others are saying is a proper use for this property. There has to be a transition somewhere. It is not proper to jump directly from R-1 Single Family to I-2 Industrial or to a trailer park. So it is proper to

have a transition area which is exactly what we are seeking. These 37.8 acres at 5.4 units per acre could result in 204 lots under the R-1 Single Family District. Dr. Tyrer is only seeking 160 lots. Mr. Lyons: It simply is a fact of life that there is a need for this type of use. We understand that this is going to increase traffic, but traffic is occurring everywhere in Jonesboro simply by growth. That is not something that can be avoided. If everyone is going to say that we will stop growth, then we can attempt to do that. But that is not the role of the Planning Commission. And it will be improper, based on the zoning criteria and with the comments of the City Planner, to deny this request and not grant the RS-8.

Mr. Hoelscher addressed Mr. Lyons: There is a difference between the density of what is being offered and the graphic showing the lot layout- Is your client willing to live with a stipulation that would limit the number of lots? Mr. Lyons and his client concurred with the stipulation, noting that this is lower than what the maximum could be at with R-1.

Mr. Todd Burton: If it is going to a lower number of units, then why rezone it to the higher level? When you look at the land use plan, although it does follow it because it is residential; it doesn't really follow it with density in that area. Mr. Burton also commented on the rezoning mentioned by Mr. Lyons on the trailer park, the fact that the citizens of the area filed a law suit against the City that over turned the decision to rezone by Council and MAPC.

Mr. Hamman: Clarified: the density calculation was done by taking the net acreage and dividing it by the minimums with the 160 units being in compliance. There are quite a few lots that are larger than what are required of the Rs-8. This is an odd shape property and there is a question of geometry in fitting the houses in there. There are lots in that area which are narrower as well as some that area more wide. It becomes a question of the geometry to make it work from a density standpoint.

Mr. Spriggs gave comment on property circulation in terms of emergency response and alternative ways out. If the subdivision were to go forth, are there alternative access points, in terms of emergency and connectivity and stub streets.

Mr. Hamman: Gave a response on the layout which shows stub streets to the east and west. Mr. Hamman also noted the cross hatched lot to the north that will not be built on, and will be used for future accessibility to the Meadow's Trailer Park, which will provide another outlet out to Aggie Rd. He noted that they are in agreement to any stipulations on the connectivity. There are no trailers on the south end of the park.

Mr. Kelton: On the east side shown, Prospect Farm Rd. doesn't go down that far. Mr. Hamman: They own all the land to the railroad. Mr. Kelton expressed concerns with the 15 ft. rear yard setback. These houses will back up to the rear of the homes in Prospect Farm. It is awfully close.

Mr. Hamman noted that the houses will be closer to the front setback due to the long depth of the lots (131-146). They will have larger rear yards. Mr. Kelton spoke on homeowners taking pride and doing their lawns when he visited the site. He suggested code enforcement attention to a lot that had high weeds and grass.

Mr. Kelton suggested a stipulation to assure that the homes be set back further. Mr. Hamman agreed on Lots 131 -146 that the setback will be 25 ft.

Mr. Kelton further asked about the size of the detention pond - will it be that large. Mr. Hamman noted that it will be a dry pond and will be sized perhaps smaller when the engineering is done.

Mr. Hoelscher asked for any other Staff Departmental comments. Mr. Morris noted there no engineering comments. Mr. Spriggs summarized department request for review forms, noting all reports received from Engineering, Streets, Sanitation, Jets Transportation, Fire and Police noting that there were no comments on this petition.

Commission Action:

Motion was made by Mr. Kelton that to place Case: RZ-12-17 on the floor for consideration and for recommendation to City Council for a rezoning from “R-1 to “RS-8” L.U.O., Single Family Residential District, subject to the 1 Staff Condition. The MAPC finds that the use will be compatible and suitable with the zoning, uses and character of the surrounding area.

The following conditions were read.

1. A maximum of one hundred sixty (160) lots are to be developed.
2. The proposed development shall satisfy all requirements of the City of Jonesboro, Including the Planning Department, Engineering Department, including satisfaction of all requirements of the current Stormwater Drainage Design Manual, and Building Inspection Department, and shall be submitted to the Metropolitan Area Planning Commission and the City of Jonesboro for staff review and approval, as is prescribed by the traditional subdivision development process.
3. Extensions of streets within the development are to be developed so as to provide connectivity to the undeveloped land to the east and to the west.
4. A strip of land shall be reserved along the southern line of the Meadowview Manufactured Home Park that shall serve to provide connectivity, primarily for emergency access through the park at a later date.
5. That the rear yard setback shall be 25 ft. on Lots 131-146

Motion was seconded by Mr. Scurlock.

Roll Call Vote: Mr. Scurlock- Aye; Mr. Hoelscher- Aye; Ms. Elmore- Aye; Ms. Nix- Aye; Mr. Kelton- Aye; Absent were: Mr. Dover; Mr. Tomlinson, Mr. Reece.

Motion passed with a 5-0 Vote.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Dr. Dean Tyrer should be evaluated based on the above observations and criteria, of Case RZ 12-17 noted above, a request to rezone property from “R-1” to “RS-8” Single Family Residential District. The MAPC and Staff feels that the petition should be approved by City Council and follows good land use principles and promotes provisions for affordable homes, which is recommended by the recent Jonesboro Housing Comprehensive Study, subject to the following conditions:

1. That subdivision development plans be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

Respectfully Submitted for Council Consideration,

A handwritten signature in black ink, appearing to read "Otis T. Spriggs". The signature is fluid and cursive, with the first name being the most prominent.

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking Southwesterly towards subject property



View looking East along Aggie Road



View looking West along Aggie Road



View looking South at subject property.



View looking Southwest towards property



View looking North from property



View looking West along Aggie Rd. Frontage



View From Site looking South



View from Site looking West



View looking north from site



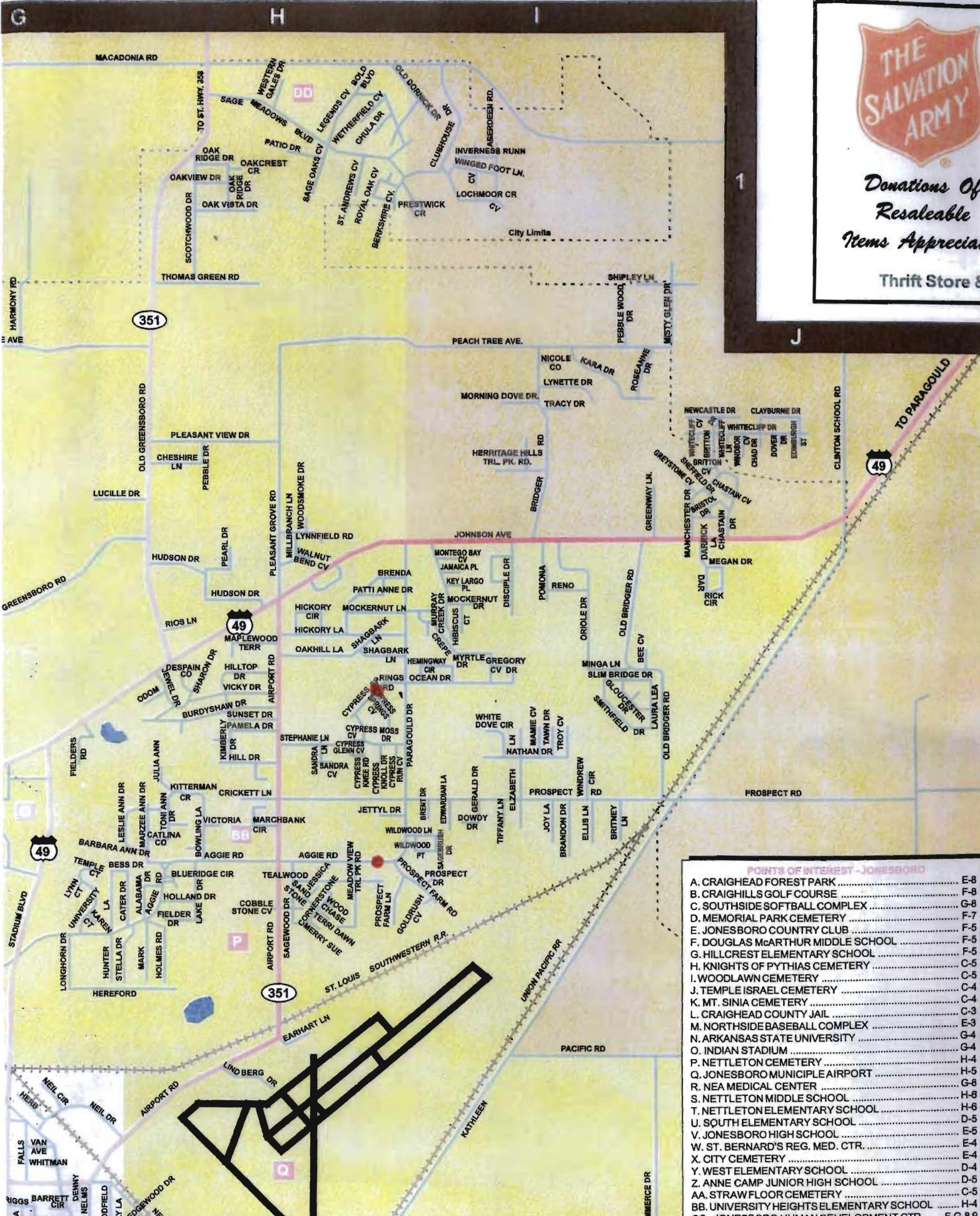
View looking South From Site



View looking east from site



View looking southeast on site



*Donations Of
Resaleable
Items Appreciated*

Thrift Store &

1

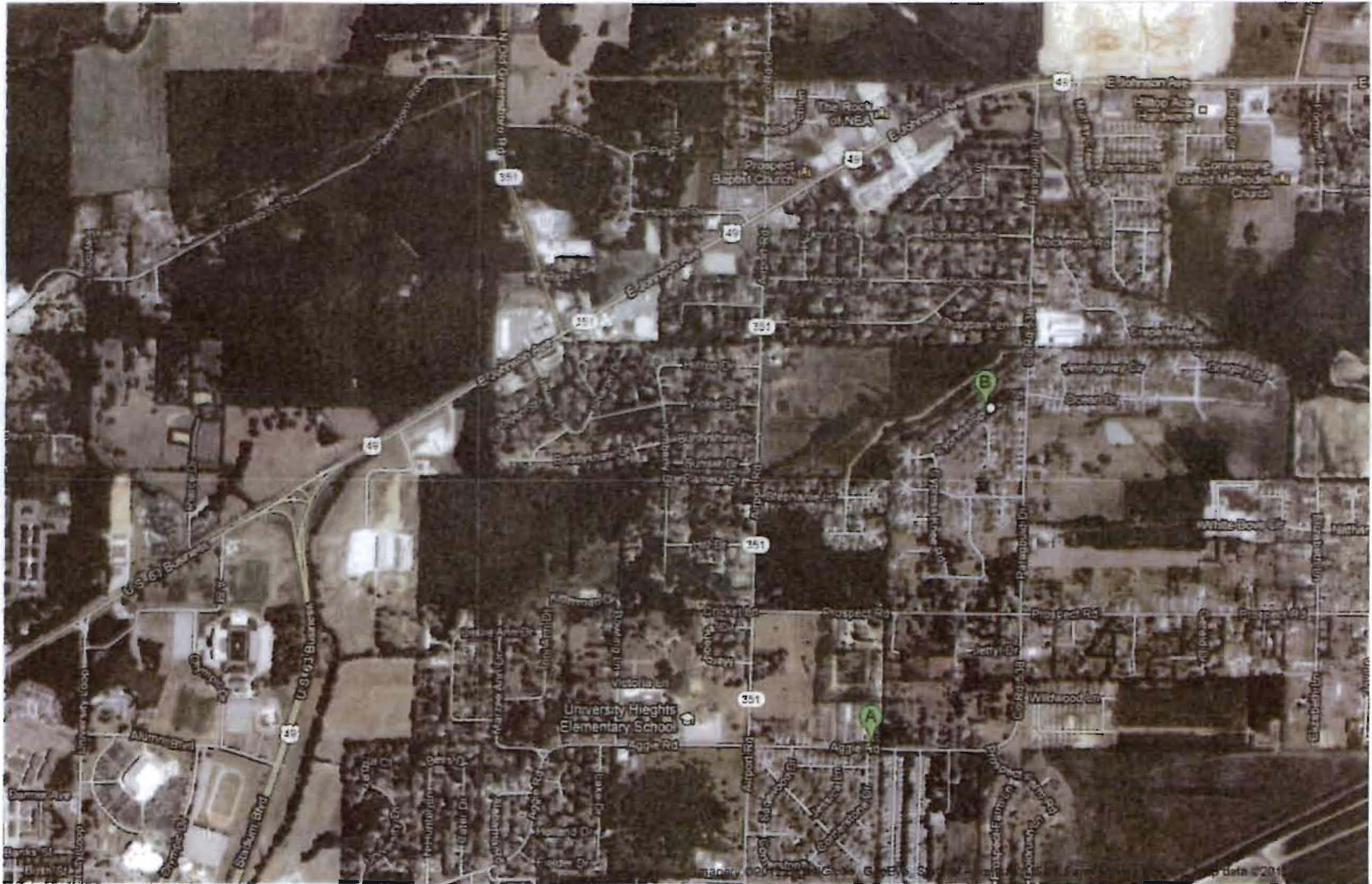
J

POINTS OF INTEREST - JONESBORO

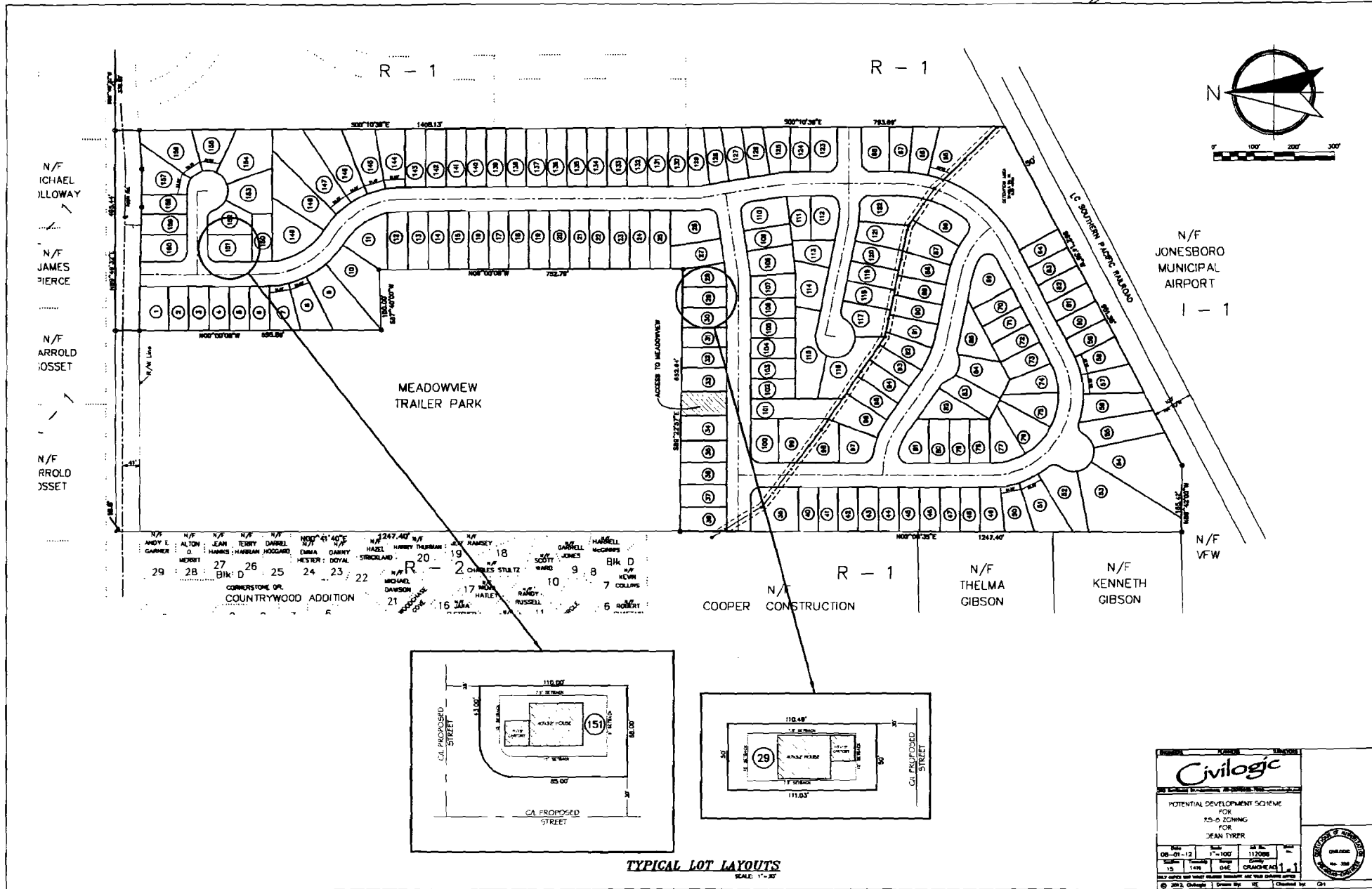
A. CRAIGHEAD FOREST PARK	E-8
B. CRAIGHILLS GOLF COURSE	F-8
C. SOUTHSIDE SOFTBALL COMPLEX	G-8
D. MEMORIAL PARK CEMETERY	F-7
E. JONESBORO COUNTRY CLUB	F-5
F. DOUGLAS M'ARTHUR MIDDLE SCHOOL	F-5
G. HILLCREST ELEMENTARY SCHOOL	F-5
H. KNIGHTS OF PYTHIAS CEMETERY	C-5
I. WOODLAWN CEMETERY	C-5
J. TEMPLE ISRAEL CEMETERY	C-4
K. MT. SINIA CEMETERY	C-4
L. CRAIGHEAD COUNTY JAIL	C-3
M. NORTHSIDE BASEBALL COMPLEX	E-3
N. ARKANSAS STATE UNIVERSITY	G-4
O. INDIAN STADIUM	G-4
P. NETTLETON CEMETERY	H-4
Q. JONESBORO MUNICIPAL AIRPORT	H-5
R. NEA MEDICAL CENTER	G-8
S. NETTLETON MIDDLE SCHOOL	H-8
T. NETTLETON ELEMENTARY SCHOOL	H-6
U. SOUTH ELEMENTARY SCHOOL	D-5
V. JONESBORO HIGH SCHOOL	E-6
W. ST. BERNARD'S REG. MED. CTR.	E-4
X. CITY CEMETERY	E-4
Y. WEST ELEMENTARY SCHOOL	D-4
Z. ANNE CAMP JUNIOR HIGH SCHOOL	D-5
AA. STRAW FLOOR CEMETERY	C-5
BB. UNIVERSITY HEIGHTS ELEMENTARY SCHOOL	H-4
CC. JONESBORO HUMAN DEVELOPMENT CTR.	F,G-8,9

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



*this Fairview Subdivision
in 10 years?*



Civilogic

POTENTIAL DEVELOPMENT SCHEME FOR L.S.D. ZONING FOR JEAN TYLER

DATE: 08-01-13	SCALE: 1"=100'	SHEET: 112008
PROJECT: 15	OWNER: DAE	DESIGNER: CIVILOGIC

© 2013, Civilogic | Green Bay, WI | Checked by: [Signature]

**PROPOSED RS-8 REZONING
OF 4501 AGGIE ROAD**

October 1, 2012

Prepared by
Lyons & Cone, P.L.C.
For
Dr. Dean Tyrer

PROPOSED RS-8 REZONING OF 4501 AGGIE ROAD

CITY COUNCIL MEETING PACKET

1. Staff Report - RZ 12-17: 4501 Aggie Road
2. "Existing" R-1 Zoning Specifications ("Old")
3. "Proposed" RS-8 Zoning Specifications ("New")
4. Zoning Classifications Comparisons Table
5. AHTD Traffic Count Map for Subject Area
6. Alternate Route Map
7. ADE Preliminary State Aid Notice 2012-13 for Nettleton School District
8. Proposed Development Floor Plans

City of
Jonesboro
ARKANSAS



City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 12-17: 4501 Aggie Road
Huntington Building - 900 W. Monroe
For Consideration by the Commission on September 11, 2012

REQUEST: To consider a rezoning of a parcel of land containing 37.86 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1 Single to RS-8 Single Family Residence.

OWNER/APPLICANT: Dr. Dean Tyrer, 2603 Brown's Lane, Jonesboro, AR

LOCATION: 4501 Aggie Road, (South Side of Aggie, directly west of Prospect Farm Road (Subdivision). Directly east of Meadowview Trailer Park)).

SITE DESCRIPTION: Tract Size: Approx. +/- 37.86 acres (1,649,070 sq. ft.)
Frontage: 495.44' ft. along Aggie Road.
Topography: Flat
Existing Development: 8-Bedroom Single Family Residence and pastured land.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Residential
South:	I-2	Airport/Railroad
East:	R-1	Residential
West:	R-2/R-1	Mobile Home Park/Single Residential

HISTORY: None.

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

COMPREHENSIVE PLAN FUTURE LAND USE MAP
The Current/Future Land Use Map recommends this location as Single Family Residential. The proposed rezoning is consistent with the land use map as a single family development.

Approval Criteria- Section 117-34- Amendments:
The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

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



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by Aggie Road has a proposed right of way totaling 80 ft. (Collector Street min. 80'); The proposal is in compliance; applicant has proposed a 41' right of way from the center line of street.

Zoning Code Compliance Review:

The applicant is requesting a change from single family R-1 to a RS-8 Single Family Zoning District. Current R-1 Single Family density is 5.4 units per acre, the applicant is proposing 8 units per acre gross density.

The applicant hopes to respond to the market needs for smaller affordable homes/lots to provide a transition between the mobile home park to the west and the Prospect Farms Subdivision to the east. The idea is to provide a single family unit/property that will require less maintenance. The railroad and airport to the south justifies the type of product being marketed, as well. The subdivision will be served by public road access and will have public sewer and utilities.

Buildable setbacks proposed are the following: 15 ft.- front-yard and rear-yard setbacks; and, 7.5'- side-yard setback. Lot width: 50 ft. RS-8—Single-family residential district minimum 5,445 sq. ft. lot size is required.

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted by Dr. Dean Tyrer, should be evaluated based on the above observations and criteria, of Case RZ 12-17 noted above, a request to rezone property from "R-1" to "RS-8" Single Family Residential District. Staff feels that the petition should be recommended for approval to City Council and will follow good land use principles and promotes provisions for affordable homes, which is recommended by the recent Jonesboro Housing Comprehensive Study. The following conditions are recommended.

1. That subdivision development plans be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

Respectfully Submitted for Commission Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Sample Motion 1:

I move that we place Case: RZ-12-17 on the floor for consideration and for recommendation to City Council for a rezoning from "R-1 to "RS-8" Single Family Residential District, subject to the 1 Staff Condition. The MAPC finds that the use will be compatible and suitable with the zoning, uses and character of the surrounding area.

(c) Lot, yard, and height regulations. Except as otherwise provided herein, no lot or yard shall be established or reduced in dimension or area in any residential district that does not meet the minimum requirements in the following table; nor shall any building or structure be erected or enlarged that will cause the maximum lot coverage or maximum height regulations to be exceeded for such district as set forth in said table. A listing of supplements and exceptions to these regulations follows the table.

**MINIMUM DIMENSION REQUIREMENTS
RESIDENTIAL DISTRICTS**

<u>DISTRICTS</u>	<u>ZONING</u>							
	AG	RR	R-O	R-1	R-1A	R-2	R-2A	R-3
DIMENSION								
Lot size								
Single-family (sq. ft.)	5 ac	1 ac	15,000	8,000	6,000	6,000	6,000	6,000
Duplex (sq. ft.)	NP	NP	NP	NP	NP	7,200	7,200	7,200
Nonresidential uses (sq. ft.)	5 ac	1 ac	15,000	8,000	6,000	6,000	6,000	6,000
Multi-family (area/family)	NP	NP	NP	NP	NP	3,600	3,600	2,400
Lot width (all uses)	240'	120'	100'	60'	50'	50'	50'	50'
Lot depth (all uses)	400'	200'	100'	100'	100'	100'	100'	100'
Street setback (all uses)	30'	30'	30'	25'	25'	25'	25'	20'
Side setback (all uses)	10'	10'	10'	7.5'	7.5'	7.5'	7.5'	7.5'
Rear setback (all uses)	30'	30'	30'	25'	20'	20'	20'	20'
NP = "not permitted"								

(1) Maximum lot coverage (all buildings), shall not exceed thirty-five percent (35%) in AG, RR, R-O, and R-1 zones; and forty percent (40%) in all other residential zones.

(2) When an existing lot is reduced because of conveyance to a federal, state or local government for a public purpose, and the remaining area is at least seventy-five percent (75%) of the required minimum lot size for the district in which it is located, then that remaining lot shall be deemed to comply with minimum lot size requirements.

(3) Utility facilities, using land or an unoccupied building requiring less than one thousand (1,000) square feet of site area, are exempt from minimum lot size requirements of all districts.

BULK DIMENSIONAL REQUIREMENTS					
Zoning Classification	Min. Lot Width	Minimum Lot Area	Front Setback	Rear Setback	Side Setback
AG	240'	5 ac.	30'	30'	10' ea.
RS-1	120'	43,560 SF	40'	30'	25.0' ea.
RS-2	100'	21,780 SF	35'	25'	15' ea.
RS-3	80'	14,520 SF	30'	25'	10.0' ea.
RS-4	80'	10,890 SF	25'	25'	7.5' ea.
RS-5	70'	8,712 SF	25'	20'	7.5' ea.
RS-6	65'	7,260 SF	20'	20'	15' Combined (Min. 10 on 1 side)
RS-7	50	6,222 SF	20'	20'	7.5' ea.
RS-8	50	5,445 SF	15'	15'	7.5' ea.

Maximum lot coverage (all buildings) shall not exceed thirty-five percent (35%) in RS-1 thru RS-5 Districts and forty percent (40%) in all other residential districts.

BULK DIMENSIONAL REQUIREMENTS					
Zoning Classification	Min. Lot Width	Minimum Lot Area	Front Setback	Rear Setback	Side Setback
R-MH	NS	NS	NS	NS	NS
RM-4	50'	10,890 SF per Dwelling Unit	20'	15'	7.5' ea.
RM-6	60'	7,260 SF per Dwelling Unit	20'	15'	10.0' ea.
RM-8	70'	5,445 SF per Dwelling Unit	25'	20'	10.0'
RM-12	80'	3,630 SF per Dwelling Unit	25'	20'	15.0'
RM-16	80'	2,722 SF per Dwelling Unit	25'	20'	15.0'

NS= No Standard
NP= Not Permitted

Side Setback shall increase by 5' for each additional story in excess of one story, for buildings to be placed along the property line.

Minimum On-Site Structure Separation:

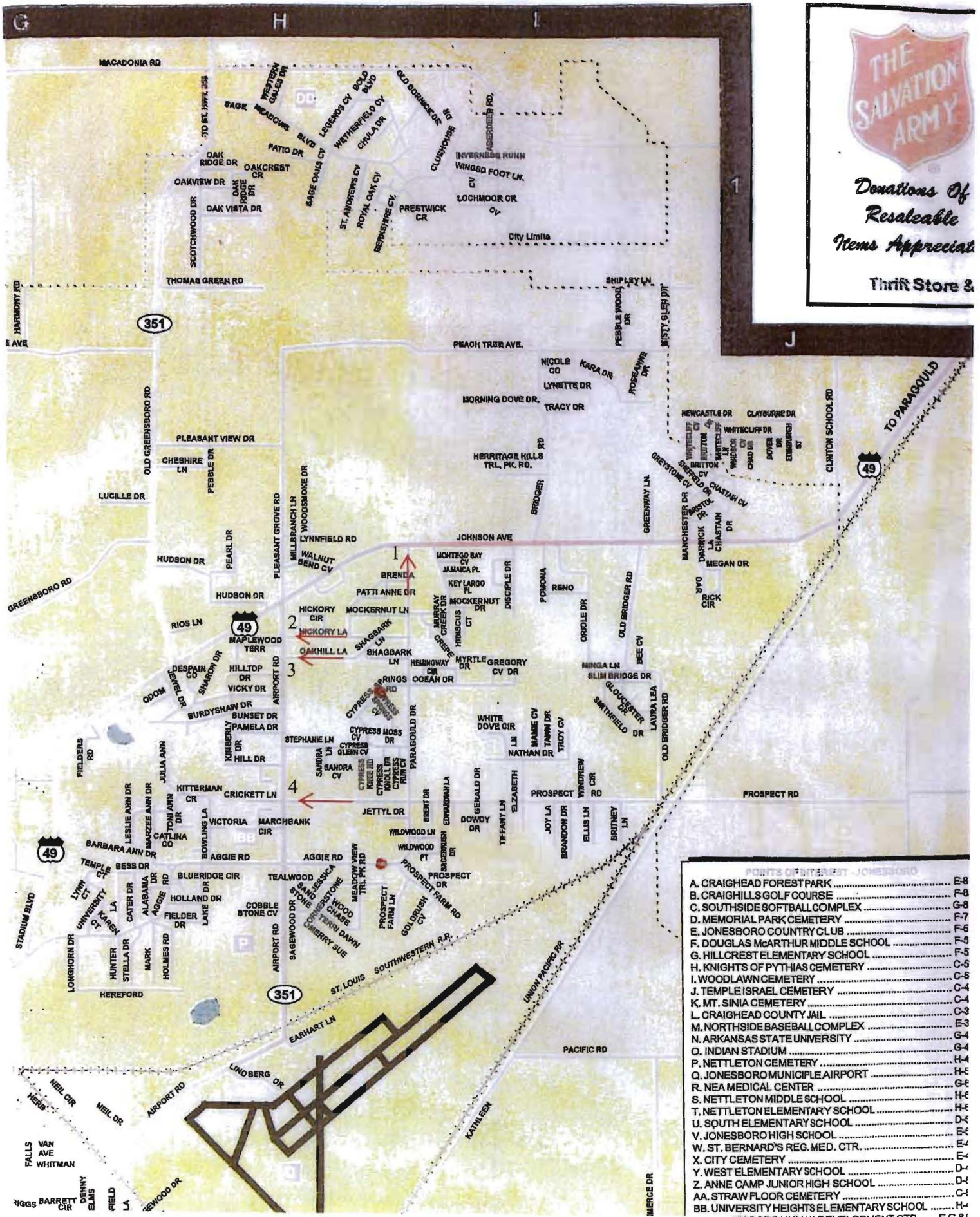
Single Story: 15'
Two Story: 20'
More than two stories: 30'

The greater restriction applies for the tallest building being considered, e.g. If a one story building is proposed adjacent to a three story building, then the minimum separation between those two buildings shall be 30'.

Zoning Classification Comparisons

	Lot Size	Lot Width	Lot Depth	Street/Front Setback	Side Setback	Rear Setback	Density
R-1	8,000 sq ft	60'	100'	25'	7.5'/side	25'	5.45 lots/acre
RS-8	5,445 sq ft	50'	N/A	15'	7.5'/side	15'	8.00 lots/acre
Proposed Development	7,817 sq ft	50'	N/A	15'	7.5'/side	15' with some 25'	4.23 lots/acre

Alternate Routes



THE SALVATION ARMY

Donations Of Resaleable Items Appreciated

Thrift Store &

POINTS OF INTEREST - JONESBORO

A. CRAIGHEAD FOREST PARK	E-8
B. CRAIGHILLS GOLF COURSE	F-8
C. SOUTHSIDE SOFTBALL COMPLEX	G-8
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I. WOODLAWN CEMETERY	C-4
J. TEMPLE ISRAEL CEMETERY	C-4
K. MT. SINIA CEMETERY	C-4
L. CRAIGHEAD COUNTY JAIL	C-3
M. NORTHSIDE BASEBALL COMPLEX	E-3
N. ARKANSAS STATE UNIVERSITY	G-4
O. INDIAN STADIUM	G-4
P. NETTLETON CEMETERY	H-4
Q. JONESBORO MUNICIPAL AIRPORT	H-5
R. NEA MEDICAL CENTER	G-6
S. NETTLETON MIDDLE SCHOOL	H-6
T. NETTLETON ELEMENTARY SCHOOL	H-6
U. SOUTH ELEMENTARY SCHOOL	D-5
V. JONESBORO HIGH SCHOOL	E-5
W. ST. BERNARD'S REG. MED. CTR.	E-5
X. CITY CEMETERY	E-5
Y. WEST ELEMENTARY SCHOOL	D-5
Z. ANNE CAMP JUNIOR HIGH SCHOOL	D-5
AA. STRAW FLOOR CEMETERY	C-1
BB. UNIVERSITY HEIGHTS ELEMENTARY SCHOOL	H-1

LEA: 1611
 County: CRAIGHEAD
 District: NETTLETON

Preliminary
 State Aid Notice 2012-13
 July 31, 2012

Refer to Commissioner's Memo Number
 FIN-13-004 for additional information

DATA			
1. 2011 Real Assessment	\$	280,507,792	
2. 2011 Personal Assessment	\$	109,886,428	
3. 2011 Utility Assessment	\$	8,961,841	
4. 2011 Total Assessment	\$	399,356,061	
5. 98% of URT X Assessment	\$	9,784,223	
6. Net Revenues	\$		
7. Five-Year Avg. Misc. Funds ¹	\$	17,746	
8. 2010-11 ADM (Qtrs. 1-3 Avg.)		3,152.80	
9. 2011-12 ADM (Qtrs. 1-3 Avg.)		3,115.35	
10. 2012-13 ADM (Qtr. 1)			
11. Estimated 2012-13 ADM for SGF (Qtr. 2)			
12. Estimated 2012-13 ADM for SGF (Qtr. 3)			
13. Estimated 2012-13 ADM for SGF (Qtr. 4)			
14. Per-Student Revenue	\$		3,146.35
15. Per-Student Foundation Funding Amount	\$		6,267.00
16. Per-Student State Foundation Funding Aid	\$		3,120.65
17. PY ALE FTEs (Qtrs. 1-4)			22.86
18. CY English Language Learner Students			
19. PY NSL Students (Free and Reduced)			1,823
20. Est. Professional Development Funding Rate	\$		43.39
21. Adjusted 1/1/05 Scheduled Debt Payment	\$		1,439,890.88
22. Bonded Debt Assistance Funding Factor	\$		18.03
23. State Wealth Index			0.00000
24. ADM of Isolated School Area			
25. Isolated Funding Amount	\$		0

FUNDING						
Funding Category	Amount	Statutory Code/Act	Restricted	Rev. Code	SOF Code	
26. State Foundation Funding Aid ²	\$ 9,721,929	6-20-2303, 6-20-2305	No	31101	2001	
27. Educational Excellence Trust ³ – R	\$ 993,289	6-5-301 et seq.	Yes			
28. Alternative Learning Environment – R	\$ 96,652	6-20-2303, 6-20-2305	Yes	32370	275	
29. English Language Learners – R	\$	6-20-2303, 6-20-2305	Yes	32371	276	
30. NSL State Categorical Funding ⁴ - R	\$ 942,491	6-20-2303, 6-20-2305	Yes	32381	281	
31. NSL Transitional Funding ⁴ – R	\$ 0	6-20-2305	Yes	32381	281	
32. NSL Growth Funding ⁴ – R	\$ 0	6-20-2305	Yes	32381	281	
33. Professional Development – R	\$ 135,175	6-20-2303, 6-20-2305	Yes	32256	223	
34. Bonded Debt Assistance – R	\$ 0	6-20-2503	Yes	32915	001	
35. State Financial Assistance – GFF – R	\$ 8,378	6-20-2503	No	32912	392	
36. State Financial Assistance – SMIF – R	\$ 0	6-20-2503	No	31620	001	
37. Isolated Funding	\$	6-20-601, 6-20-603	Yes	31500	212	
38. Special Needs Isolated Funding ⁵	\$	6-20-604 (c), (d) & (e)	Yes	31500	212	
39. Special Needs Small District Funding ⁵	\$	6-20-604 (f)	No	32249	2920	
40. Special Needs Isolated Transportation ⁵	\$	6-20-604 (h)	Yes	32248	228	
41. Special Needs Isolated Adequacy	\$	6-20-2305	No	31500	212	
42. Declining Enrollment Funding ⁶ – R	\$ 117,350	6-20-2305	No	31460	218	
43. Declining Enrollment Adequacy	\$	6-20-2305	No	31460	218	
44. Student Growth-Qtr. 1 & Est. Qtrs. 2, 3, & 4 ⁷ - R	\$	6-20-2303 & 2305	No	31450	217	
45. 98% of URT X Assessment less Net Revenues ²	\$	6-20-2303, 6-20-2305	No	31103	2001	

ACA-Arkansas code annotated, ADM-average daily membership, Avg.-average, ALE-alternative learning environment, CY-current year, Est.-estimated, FTE-full-time equivalent, FY-fiscal year, GFF-general facilities funding, LEA-local education agency, M&O-maintenance & operation, Misc.-miscellaneous, NSL-national school lunch, PY-prior year, Qtr.-quarter, R-state board rule, Rev.-revenue, SGF-student growth funding, SMIF-supplemental millage incentive funding, SOF-source of fund, URT-uniform rate of tax

- Miscellaneous funds per ACA § 6-20-2303 (11) for categories of miscellaneous funds received equal (average of FY07 through FY11) X (URT/district total mills in effect as of January 1 of the prior FY).
- Negative funding amounts shown for state foundation funding aid and/or 98% of URT X assessment less net revenues indicate funds owed to the state. Districts with negative funding amounts will receive written notification that will include information on how to code the repayment transaction.
- Educational excellence trust funds are included in state foundation funding aid and are restricted pursuant to ACA § 6-5-307.
- The combination of NSL state categorical, NSL transitional (plus or minus) and NSL growth funding equals the total net NSL state categorical funding received by a school district.
- Eligible school districts shall receive special needs isolated, small district, and transportation funding under ACA § 6-20-604 or declining enrollment funding under ACA § 6-20-2305 (a) (3) (A) (i).
- No school district shall receive both declining enrollment funding under ACA § 6-20-2305 (a) (3) (A) (i) and student growth funding under ACA § 6-20-2305 (c) (2) or special needs isolated, small district, and transportation funding under ACA § 6-20-604. The initial FY13 state aid notice provides declining enrollment funding under ACA § 6-20-2305 (a) (3) (A) (i) that has not been compared to student growth funding under ACA § 6-20-2305 (c) (2) and/or special needs isolated, small district, and transportation funding. Subsequent FY13 state aid notices will reflect these comparisons.
- The final determination of FY13 student growth funding will be made in FY14 pursuant to ACA § 6-20-2305.

KIRKSVILLE / 24226-35V



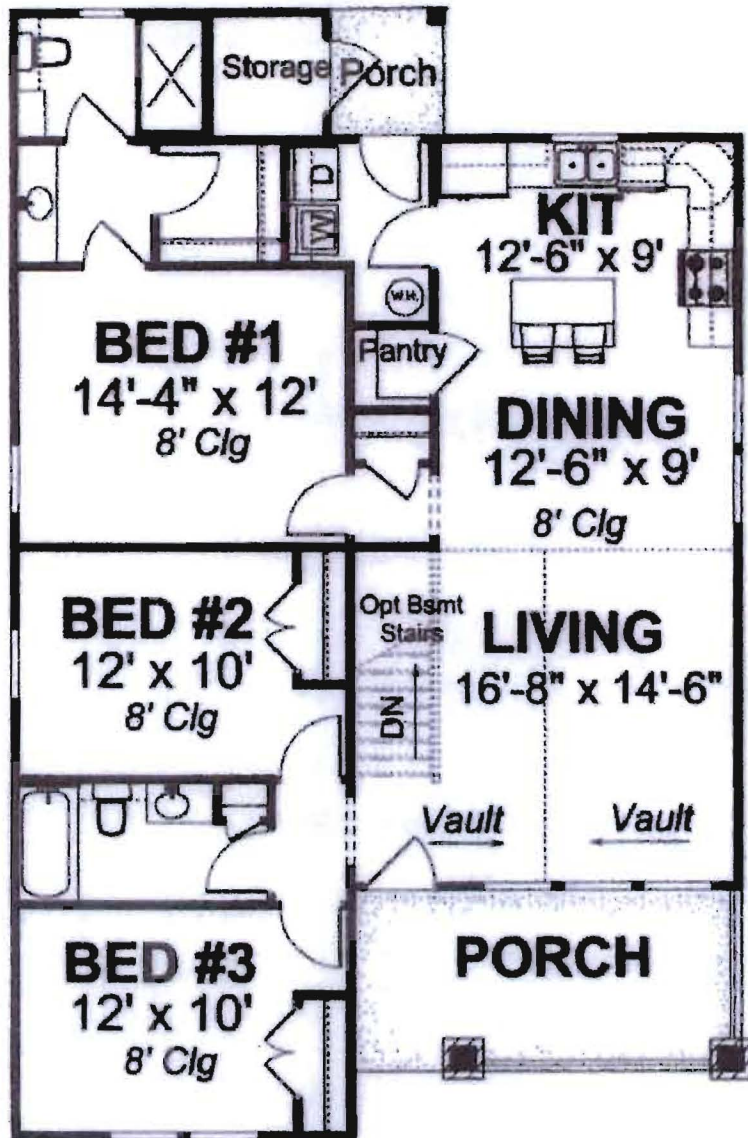
Style: 1 Story Traditional
Living Area: 1271 sq. ft.
Max Width: 32' 0"
Max Depth: 49' 6"

- 3 Bedrooms
- 2 Bathrooms (2 Full)
- 1271 sq. ft. main level
- Front Porch
- Rear Porch

KIRKSVILLE / 24226-35V
Front Elevation



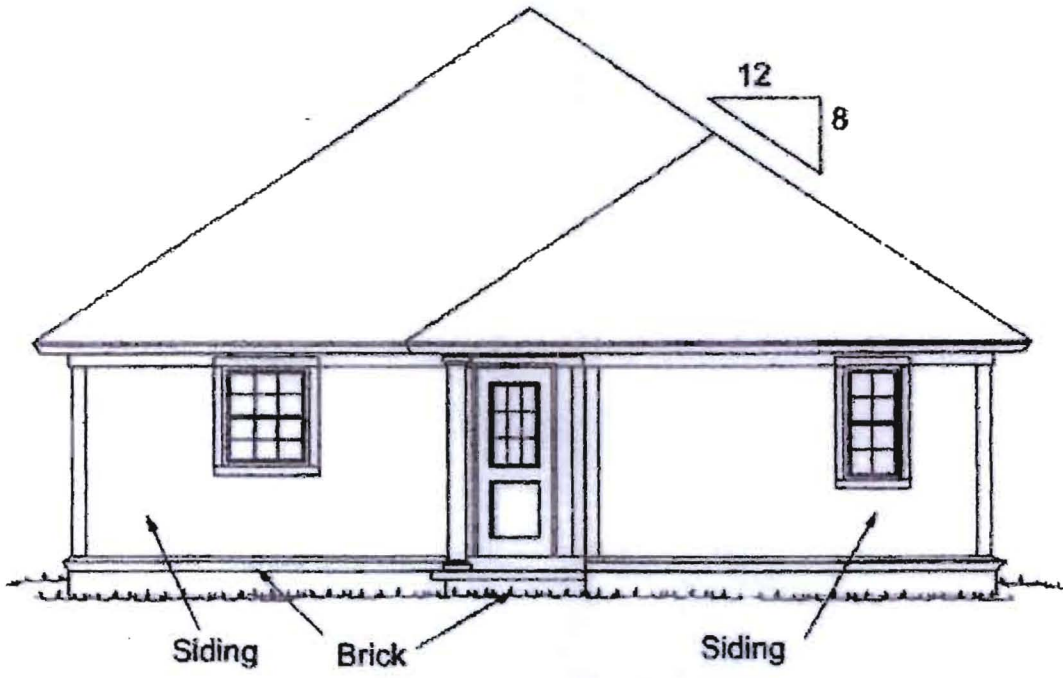
KIRKSVILLE / 24226-35V



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Main Level

KIRKSVILLE / 24226-35V
Rear Elevation



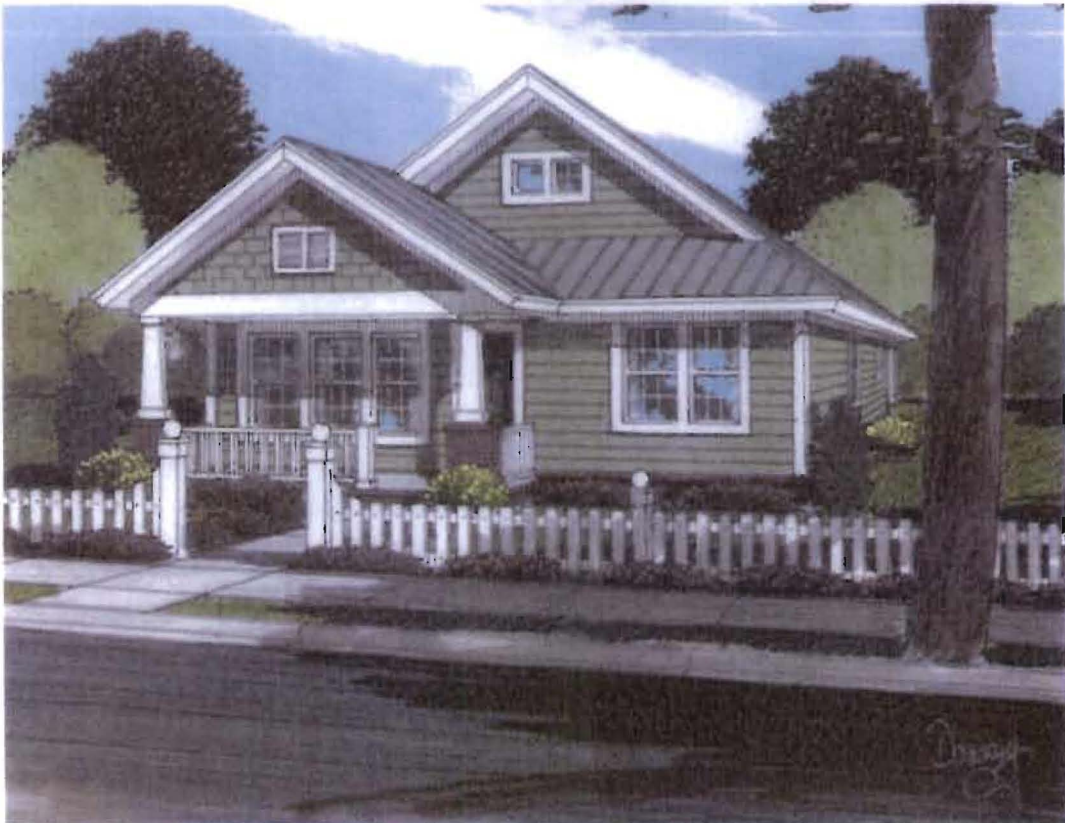
WARWICK / 24216-35V



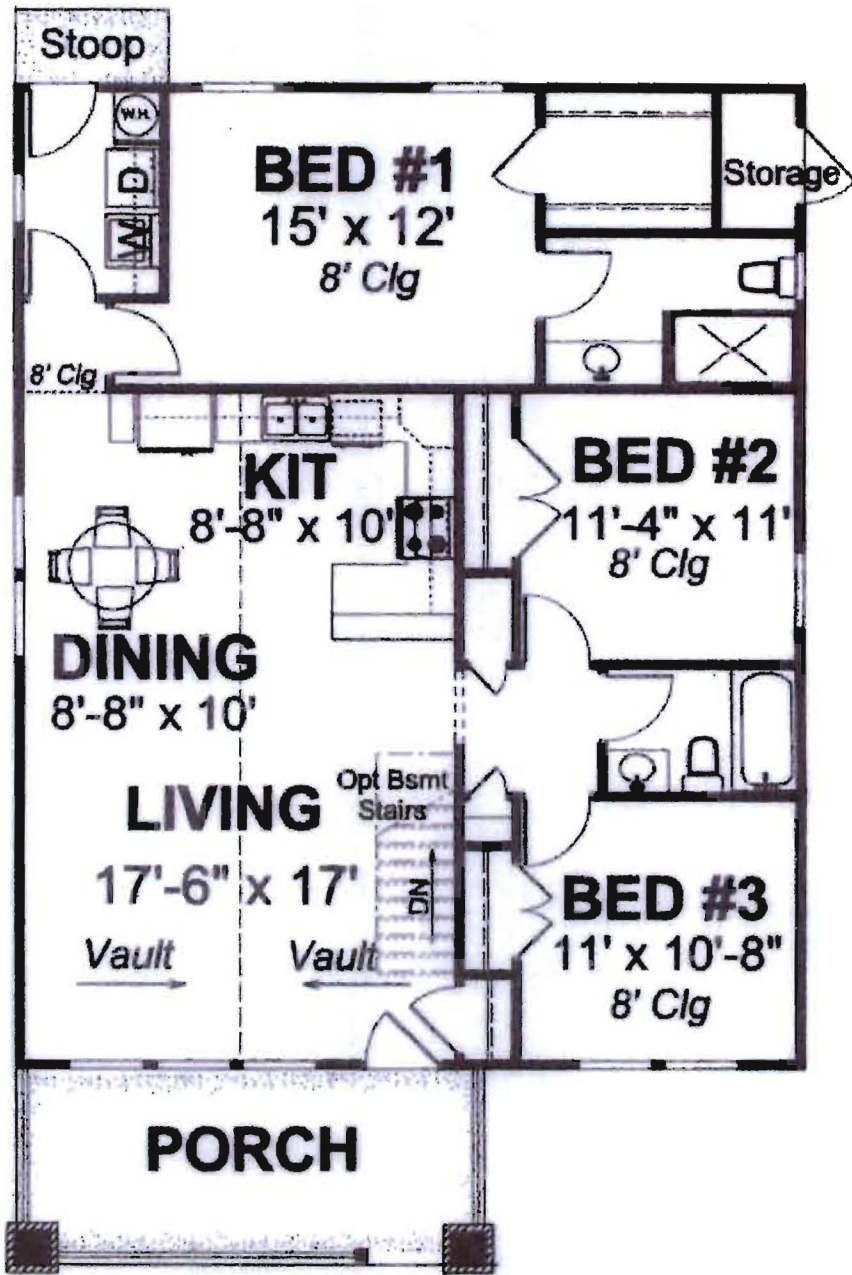
Style: 1 Story Traditional
Living Area: 1260 sq. ft.
Max Width: 32' 0"
Max Depth: 48' 0"

- 3 Bedrooms
- 2 Bathrooms (2 Full)
- 1260 sq. ft. main level
- Front Porch

WARWICK / 24216-35V
Front Elevation



WARWICK / 24216-35V



© W. L. Martin Designs

Main Level

WARWICK / 24216-35V
Rear Elevation

