



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, January 6, 2009

6:30 PM

Council Chambers

PUBLIC WORKS COMMITTEE MEETING AT 5:15 P.M.

City Council Chambers, Huntington Building

PUBLIC HEARING AT 6:15 P.M.

Regarding the abandonment of a 30 foot road easement located north of Arkansas Highway 49B (Johnson Avenue) as requested by James Carr and Willis Gray

- 1. Call to order by the Mayor at 6:30 P.M.**
- 2. Pledge of Allegiance and Invocation**
- 3. Roll Call by the City Clerk**
- 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-08:249 Minutes for the City Council meeting on December 18, 2008.

Attachments: [Minutes](#)

RES-08:226 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH STUCK ASSOCIATES ARCHITECTS FOR DESIGN OF A NEW FACILITY FOR STREETS AND SANITATION

Sponsors: Mayor's Office

Attachments: [Contract](#)

Legislative History

12/2/08	Public Works Council Committee	Recommended to Council
12/18/08	City Council	Tabled

RES-08:230 A RESOLUTION APPROVING THE, YEAR 13 2009 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND AUTHORIZING THE SUBMISSION OF THE FY 2009 ACTION PLAN AND FOR OTHER PURPOSES

Sponsors: Community Development

Attachments: [2009 Action Plan Coun. Com-Resolution](#)

[2009 Action Plan](#)

[2009 Agreement](#)

Legislative History

12/18/08	Finance & Administration Council Committee	Recommended to Council
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6. New Business

Ordinances on First Reading

ORD-08:072 AN ORDINANCE TO AMEND AND ADD TO THE JONESBORO MUNICIPAL CODE OF ORDINANCES, TITLE 6 ANIMALS AND FOWL, CHAPTER 6.08 DOGS, SUB SECTION 6.08.05 DOGS TO BE CONFINED FOR THE PROHIBITION OF IMPROPER CONFINEMENT OF DOGS IN THE CITY OF JONESBORO

Sponsors: Mayor's Office and Animal Control

Legislative History

11/18/08	Public Safety Council Committee	Tabled
12/18/08	Public Safety Council Committee	Recommended to Council

ORD-08:103 AN ORDINANCE TO VACATE AND ABANDON A 30' ROAD EASEMENT LOCATED NORTH OF ARKANSAS HIGHWAY 49B (JOHNSON AVENUE) AS REQUESTED BY JAMES CARR AND WILLIS GRAY

Attachments: [Plat](#)

[Utility Letters](#)

[Petitions](#)

ORD-09:001 AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2.20, ENTITLED CITY COUNCIL; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Attachments: [2009 Rules and Procedures](#)

[2009 Rules and Procedures - PDF](#)

7. Unfinished Business

Ordinances on Third Reading

ORD-08:105 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUDARIES FROM RESIDENTIAL R-1 TO COMMERCIAL C-3 LUO SPECIALTY RETAIL TOY AND GIFT SHOP LOCATED AT 627 WEST PARKER ROAD AS REQUESTED BY MARY HORNE

Attachments: [MAPC Report](#)

[Plat](#)

[Application for a Zoning Ordinance Map Amendment](#)

Legislative History

12/18/08

City Council

Placed on second reading

8. Mayor's Reports

9. City Council Reports

10. Public Comment

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

11. Adjournment.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Thursday, December 18, 2008

6:00 PM

Council Chambers

FINANCE COMMITTEE MEETING AT 4:00 P.M.

PUBLIC WORKS SPECIAL CALLED MEETING AT 5:00 P.M.

PUBLIC SAFETY COMMITTEE MEETING AT 5:15 P.M.

Councilman McCall motioned, seconded by Councilwoman Williams, for Councilman Moore to preside over the meeting due to the absence of Mayor Formon and President Pro Temp Judy Furr. All voted aye.

1. Call to order by the Mayor at 6:30 P.M.

Councilman Chris Moore called the meeting to order.

2. Pledge of Allegiance and Invocation

3. Roll Call by the City Clerk

Present 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province
Absent 1 - Judy Furr

4. Special Presentations

5. Consent Agenda

Approval of the Consent Agenda

A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, to Approve the Consent Agenda with the exception of RES-08:226. A motion was made that these files be approved by consent voice vote

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

MIN-08:240 Minutes for the City Council meeting on December 2, 2008.

Attachments: [Minutes](#)

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

RES-08:198 RESOLUTION OF THE CITY COUNCIL 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 and Northeast Arkansas Industrial Development Commission

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

Enactment No: R-EN-159-2008

RES-08:210 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 200 CATE STREET AND 300 MADISON STREET FOR THE CITY OF JONESBORO

Sponsors: Engineering

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

Enactment No: R-EN-160-2008

RES-08:213 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND THE CITY CLERK TO ACCEPT THE PROPERTY DONATED BY CRAIGHEAD COUNTY SOLID WASTE DISPOSAL AUTHORITY.

Sponsors: Public Works

Attachments: [Legacy Landfill Deed](#)

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

Enactment No: R-EN-161-2008

RES-08:218 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF JONESBORO AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LOCATION AGREEMENT FOR THE "WELCOME TO JONESBORO" SIGN ON HWY. 49 NORTH

Sponsors: Mayor's Office

Attachments: [Location Agreement for Signage](#)
[Crego Review for Signage](#)

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

Enactment No: R-EN-162-2008

RES-08:219 A RESOLUTION TO AUTHORIZE PURCHASE AND ACQUISITION OF REAL PROPERTY FOR CONSTRUCTION OF DETENTION POND AS RECOMMENDED BY THE CITY'S CONSULTING ENGINEERS; AND

Sponsors: Mayor's Office

Attachments: [Resolution - 604 E Highland.pdf](#)
[Mayor Letter - 604 E Highland.pdf](#)
[Real Estate Contract - 604 E Highland.pdf](#)
[Estimate - 604 E Highland.pdf](#)
[Letter From Pilgrim Lutheran Church](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-163-2008

RES-08:221 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE A SANITARY SEWER EASEMENT FOR NEW FIRE STATION #6

Sponsors: Mayor's Office and Fire Department

Attachments: [Fire #6 Sewer Easement Docs](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-164-2008

RES-08:224 A RESOLUTION TO ACCEPT AN ECONOMIC DEVELOPMENT ADMINISTRATION PUBLIC WORKS AND ECONOMIC DEVELOPMENT FACILITIES ASSISTANCE GRANT TO SUPPORT CONSTRUCTION OF A RAIL SPUR AND ROAD IMPROVEMENTS TO EXPAND THE CRAIGHEAD TECHNOLOGY INDUSTRIAL PARK

Sponsors: Northeast Arkansas Industrial Development Commission and Mayor's Office

Attachments: [EDA Grant Forms](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-165-2008

RES-08:226 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH STUCK ASSOCIATES ARCHITECTS FOR DESIGN OF A NEW FACILITY FOR STREETS AND SANITATION

Sponsors: Mayor's Office

Attachments: [Contract](#)

Mayor-elect Perrin stated he would like to meet with the company regarding re-negotiating the contract. He explained he wanted to make it clear the process would not be slowed down and that the facilities committee is still working on finding property for the building. He asked for the resolution to be held until January 6, 2009. Councilman Moore noted the presentation for the building won't be in until January 10, 2009.

Councilman Charles Frierson motioned, seconded by Councilman Jim Hargis, that this resolution be TABLED until January 6, 2009. The motion PASSED by unanimous vote.

Aye: 11 - Darrel Dover; Faye McCall; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; Harold Perrin; John Street; Mitch Johnson; Tim McCall and Cecil Province

Absent: 1 - Judy Furr

6. New Business

Reschedule public hearing that was to be held on Tuesday, December 16, 2008

Hearing regarding the abandonment of a 30 foot road easement located north of Arkansas Highway 49B (Johnson Avenue) as requested by James Carr and Willis Gray

Councilman Dover motioned, seconded by Councilman Street, to reschedule the hearing for 6:15 p.m. on January 6, 2009. All voted aye.

Ordinances on First Reading

ORD-08:105 AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUDARIES FROM RESIDENTIAL R-1 TO COMMERCIAL C-3 LUO SPECIALTY RETAIL TOY AND GIFT SHOP LOCATED AT 627 WEST PARKER ROAD AS REQUESTED BY MARY HORNE

Attachments: [Application for a Zoning Ordinance Map Amendment](#)

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

Councilman Street questioned whether there had been any objections to the rezoning. City Planner Otis Spriggs answered no.

A motion was made by Councilman John Street, seconded by Councilman Charles Frierson, that this matter be Placed on second reading . The motion PASSED by an unanimous vote

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

ORD-08:106 ORDINANCE TO APPROVE CONSULTING CONTRACT WITH PROFESSIONAL MANAGEMENT CONSULTING INC. (PMCI), AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AN ALDERMAN

Sponsors: City Council

Attachments: [Contract](#)

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

Councilman Street noted Mayor-elect Perrin did not ask for the pay, but the same offer was made to Mayor Formon after he was elected in 2004.

Mayor-elect Perrin thanked the Council for their offer, but he declined the proposed pay. He stated he appreciated the proposal, but the time he has spent working in December would be a donation of his time.

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

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Resolutions To Be Introduced

RES-08:181 A RESOLUTION TO Condemn property at 809 W Monroe

Sponsors: Code Enforcement

Attachments: [Letter from Ronnie Shaver](#)
[CONDEMNATION CHECKLIST.doc](#)
[809 Monroe Building Inspection Report.doc](#)
[100_0186.JPG](#)
[100_0189.JPG](#)
[100_0191.JPG](#)
[100_0192.JPG](#)

No opposition was voiced for the condemnation.

A motion was made by Councilman John Street, seconded by Councilman Jim Hargis, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-166-2008

RES-08:205 A RESOLUTION TO Condemn property at 2401 Boydston

Sponsors: Code Enforcement

Attachments: [2401 Boydston Building Inspection Report.doc](#)
[CONDEMNATION CHECKLIST.doc](#)
[100_0569.JPG](#)
[100_0573.JPG](#)
[100_0575.JPG](#)
[100_0578.JPG](#)

No opposition was voiced for the condemnation.

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-167-2008

RES-08:206 A RESOLUTION TO condemn property at 1029 Hope.

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST.doc](#)
[1029 Hope St Building Inspection Report.doc](#)
[100_0485.JPG](#)
[100_0484.JPG](#)
[100_0483.JPG](#)
[100_0482.JPG](#)

No opposition was voiced for the condemnation.

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-168-2008

RES-08:208 A RESOLUTION TO Condemn property at 511 W Forrest

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST.doc](#)
[511 W. Forest Building Inspection Report.doc](#)
[100_3056.JPG](#)
[100_3055.JPG](#)
[100_3054.JPG](#)
[100_3053.JPG](#)

No opposition was voiced for the condemnation.

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-169-2008

RES-08:209 A RESOLUTION TO Condemn property at 517 E Oak

Sponsors: Code Enforcement

Attachments: [517 E Oak.doc](#)
[517 E. Oak Building Inspection Report.doc](#)
[100_2388.JPG](#)
[100_2386.JPG](#)
[100_2383.JPG](#)
[100_2381.JPG](#)

No opposition was voiced for the condemnation.

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-170-2008

7. Unfinished Business

Ordinances on Third Reading

ORD-08:099 AN ORDINANCE TO REPEALING ORDINANCE 3641 AND ADOPTING BY REFERENCE A CERTAIN TECHNICAL CODE ENTITLED THE STORMWATER MANAGEMENT REGULATIONS AND THE STORMWATER DRAINAGE DESIGN MANUAL

Sponsors: Engineering

Attachments: [Stormwater Drainage Design Manual - Final](#)
[Stormwater Board Minutes 102308](#)

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

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: O-EN-078-2008

8. Mayor's Reports

Councilman McCall motioned, seconded by Councilman Dover, to add two resolutions to the agenda. All voted aye.

RES-08:225 A RESOLUTION TO CONTRACT WITH RELATIVITY, INC. FOR DEVELOPMENT AND IMPLEMENTATION OF A WEBSITE THE JONESBORO POLICE DEPARTMENT WITH SPECIFIED WEBSITE ITEMS AND FUNCTIONS

Sponsors: Public Safety Council Committee

Attachments: [SOW_JPD Website](#)

Councilman Hargis questioned whether anyone checked into the price for the same services for cities of similar size. Police Chief Michael Yates stated the company is a sole source provider because they are already under contract with Relativity for the records management system, which will be accessed by the proposed website. He explained another company could provide the services, but they would have to manually enter the information from the records management system into the website. He further explained the price is about one-third of what other systems would cost due to the necessary infrastructure already being in place due to the

records management program. He noted the website will be paid for from drug forfeitures, so it will not be of any cost to the taxpayers.

A motion was made by Councilman Darrel Dover, seconded by Councilman Tim McCall, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover; Faye McCall; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; Harold Perrin; John Street; Mitch Johnson; Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-171-2008

RES-08:228

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF JONESBORO AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE PURCHASE AND INSTALLATION OF NEW TORNADO WARNING SIRENS

Sponsors: Mayor's Office and City Council

Attachments: [SafetyCom Tornado Sirens](#)

Chief Yates explained a vendor that was not the low bidder had expressed concerns about the low bid proposal as to whether or not the low bid proposal met specs. He further explained they found individuals familiar with tornado siren systems to look over the information, who then recommended the low bidder. Councilman Moore noted a representative from the low bid company did speak with the Public Safety Committee to clarify that the proposed system is a fully working system. Discussion was held regarding whether or not the contract should be held until the mayor-elect has taken office.

A motion was made by Councilman Darrel Dover, seconded by Councilman Charles Frierson, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover; Faye McCall; Ann Williams; Charles Frierson; Jim Hargis; Chris Moore; Harold Perrin; John Street; Mitch Johnson; Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-172-2008

9. City Council Reports

Councilman Street motioned, seconded by Councilman Dover, to add a resolution to the agenda. All voted aye.

RES-08:232

A RESOLUTION TO AMEND RESOLUTION NO. R-EN-073-2008, A CONTRACT WITH ASSOCIATED ENGINEERING AND TESTING LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE MASTER STREET PLAN

Councilman Street stated the amendment will allow Associated Engineering an extra 100 days for the Master Street Plan project, which will enable them to put together more material for the City. Councilman Moore clarified the 100 days would be effective from the day of the original contract. Councilman Street agreed, stating the project would have a total of 290 days retroactive from the initial date of the contract. He explained the problem was due to not having a notice to proceed issued by the City.

A motion was made by Councilman John Street, seconded by Councilman Tim

McCall, that this Resolution be Passed. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

Enactment No: R-EN-173-2008

Councilman Johnson asked for an update regarding the repairs at Strawfloor. City Engineer Craig Light stated the structural repairs have been completed. He explained Dr. Tom Parsons visited the site today and approved the work. He further explained the pipe for the septic tank has been installed and they are waiting on approval from the Health Department regarding the septic system. Mr. Light stated he hopes to get approval tomorrow so the pump can be ordered and set before the end of the year.

Councilwoman McCall thanked the Council and citizens of Jonesboro for allowing her to serve. She also thanked all the public officials. Councilman Moore thanked her for her time, noting she was appointed to the Council.

Councilman Province stated Jonesboro is a great community and he does not intend on fading away after his term is over. He thanked his wife for her support during his time on the Council.

Councilman Hargis stated the neighborhood on North Caraway has requested sidewalks be put in so they can get to Arkansas State easier. He asked for it to be considered in the 2009 budget. Councilman Moore stated he thought they had discussed sidewalks on the west side of North Caraway. Mr. Light stated they have already prepared plans to put in sidewalks on North Caraway from Belt Street to Johnson Avenue. He added the project has been included in their proposed 2009 budget. Councilman Moore then questioned whether the area would be considered for CDBG assistance. Mr. Light stated he would have to meet with Ms. Gayle Vickers to see if it qualifies for assistance. He noted the project is estimated to cost about \$22,000 to \$26,000. Councilwoman Williams agreed, stating she has also received calls from people at ASU with concerns about students walking from North Caraway to the campus.

Councilman Perrin thanked the Street Department for their work getting the streets cleaned up due to the recent bad weather. He stated they worked over 353 hours and put out 1,000 yards of sand. He explained they are working on the budget. He further explained they should have a budget to present to Council members by December 30. He noted the budget will be lean due to the weak economy. Finance Director Jim Barksdale noted the budget doesn't have to be passed until February 1, 2009. Councilman Perrin stated the Vice President of Springbrook met with the administration and the Finance Department, as well as the department heads, this week to discuss concerns with the software. He explained he is hoping to make someone in the IT Department to be a Springbrook specialist and Springbrook will be giving the City approximately \$75,000 worth of free training. He further explained the City is only using about 30% to 35% of the components the City purchased. Mr. Barksdale stated Springbrook has made a commitment to the City to

10. Public Comment

Mr. Heath Harris stated Mr. Thomas White from the Planning Department indicated to him that someone from ATF contacted him concerning Mr. Harris' application for a gun dealer license for his pawn shop on North Culberhouse. He explained he purchased a privilege license from the City. He noted he has had no complaints or negative comments about the application. He further explained Mr. White told him the

property was not properly zoned for the pawn shop. Mr. Harris stated the property has always been used as a retail store, but Mr. White indicated he needs to go before the MAPC to rezone the property. He noted his ATF application is being held up due to the problems with zoning because the MAPC will not meet again until after his application period with ATF is over. He stated he spoke with someone at ATF who told him that she just needs someone from the City of Jonesboro to contact her to let her know the property is okay for retail sales, then the application can go through. Councilman Moore stated he looked at the property, which is located on the corner of Arrowhead Farm Road and North Culberhouse. City Attorney Phillip Crego stated the Council does not have the authority to allow the business to operate in violation of the City's ordinances. City Planner Otis Spriggs stated they are currently working with the owner and he thinks it can be worked out. He noted the owners have made improvements to the property that should not have been done, so they are working to figure out what the zoning should be. Mr. Spriggs stated the retail business is okay and will be approved. He added any change of use should be approved through the Planning Department, which was not done. Discussion was held concerning grandfathering property in due to an annexation. Mr. Harris stated they are not asking to change the zoning; rather, they just need the okay to be sent to the ATF for the application.

Mr. Harold Carter discussed putting in sidewalks around the Grove on North Caraway. He stated he doesn't see why the City should have to pay for the sidewalks when The Grove was supposed to put in sidewalks according to their plans. He asked about the priority of other areas in town that need sidewalks. He objected to The Grove apartments not building the sidewalks and leaving the City to build them. Councilman Hargis noted the sidewalks aren't being built for The Grove; rather, they're being built for everyone who lives on North Caraway. Councilwoman Williams stated she mentioned The Grove apartments to give everyone an idea of the location, but the whole area needs the sidewalks. She added their concern is not with The Grove, but with the students who live in that neighborhood.

Dr. Charles Coleman stated they have been asking for sidewalks on Patrick for the school kids for three years. He asked where that priority is in relation to The Grove. He noted there are kids that are having to walk in the ditches and in the middle of the street because there are no sidewalks. Councilwoman Williams asked for an update concerning the plan for Patrick. Public Works Director Erick Woodruff explained Patrick is scheduled for a widening project to take place in 2010. He further explained Patrick will be widened and sidewalks will be put in. He stated parcel work will need to be done before they can put in sidewalks. He added Race Street is due to be widened as well. Councilman Perrin stated he will send everyone the 5-year Capital Improvement plan in order to answer some of the questions raised by the Council.

Mr. Russell Shoemaker, Pastor at Pilgrim Lutheran Church, read a letter from the Church to the Mayor and Council regarding acquisition of part of their property for flood control. See the letter attached to RES-08:219. Councilman Moore thanked the Church for their help during the acquisition.

Dr. Richard Wang stated the budget is the single more important thing the Council does each year. He noted the Mayor is supposed to present a proposed budget by December 1st, but for some reason that hasn't happened this year. He noted the State of Arkansas does not direct the mayor-elect to deliver a budget. He explained the mayor is supposed to deliver a budget. He recommended the City move to a City Manager form of government. He asked for the Council to consider establishing a chief administrative office position in the Mayor's Office. He explained this person could have the expertise to give the Mayor's Office greater levels of professionalism.

11. Adjournment.

A motion was made by Councilman Darrel Dover, seconded by Councilman Tim McCall, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover;Faye McCall;Ann Williams;Charles Frierson;Jim Hargis;Chris Moore;Harold Perrin;John Street;Mitch Johnson;Tim McCall and Cecil Province

Absent: 1 - Judy Furr

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

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



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-08:226

Introduced: 12/2/2008

Current Status: Recommended to
Council

Version: 1

Matter Type: Resolution

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH STUCK ASSOCIATES ARCHITECTS FOR DESIGN OF A NEW FACILITY FOR STREETS AND SANITATION

Body

WHEREAS, the Mayor and other designated personnel have selected and negotiated a contract with Stuck Associates Architects for design of a new facility for Streets and Sanitation (copy attached);

WHEREAS, all requirements have been met regarding A.C.A. 19-11-801 for the procurement of services;

WHEREAS, Stuck Associates Architects is asking 6½% of the construction costs to perform architectural design, bidding, and contract administration for new facility for Streets and Sanitation;

WHEREAS, funds for the contract shall come from the 2009 Capital Improvements budget.

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

Section 1: That the City of Jonesboro shall contract with Stuck Associates Architects for 6½% of the construction costs for the design, bidding, and contract administration of a new facility for Streets and Sanitation.

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



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of December in the year Two
Thousand and Eight
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Jonesboro
1515 West Washington
Jonesboro, AR 72401

and the Architect:
(Name, address and other information)

Stuck Associates Architects
P. O. Box 1425
328 South Church
Jonesboro, AR 72401

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

New Facility for Streets and Sanitation

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

March 2009

.2 Substantial Completion date:

May 2010

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- | | |
|----|------------------------|
| .1 | General Liability |
| | \$2,000,000.00 |
| .2 | Automobile Liability |
| | \$1,000,000.00 |
| .3 | Workers' Compensation |
| | \$500,000.00 |
| .4 | Professional Liability |
| | \$1,000,000.00 |

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	

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§ 4.1.5	Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6	Building information modeling	NP	
§ 4.1.7	Civil engineering	Included	
§ 4.1.8	Landscape design	NP	
§ 4.1.9	Architectural Interior Design (B252™-2007)	NP	
§ 4.1.10	Value Analysis (B204™-2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site project representation	NP	
§ 4.1.13	Conformed construction documents	NP	
§ 4.1.14	As-designed record drawings	NP	
§ 4.1.15	As-constructed record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™-2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	NP	
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	NP	
§ 4.1.22	Commissioning (B211™-2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™-2007)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™-2007)	NP	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixty Five (65) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

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incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

(Paragraphs deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Six and one half (6.5%) percent of cost as defined as in Article 6.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Hourly according to Attached Rate Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Hourly as noted on Attached Rate Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one tenth (1.1), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fourty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

| Attached

Init.

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus

(Paragraphs deleted)

One and one tenth (1.1) of the expenses incurred.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

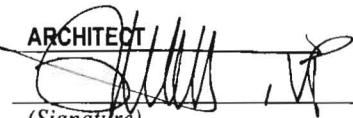
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)

Paul Hoelscher

(Printed name and title)

Init.

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City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: RES-08:230

Introduced: 12/10/2008

Current Status: Recommended to
Council

Version: 3

Matter Type: Resolution

title

A RESOLUTION APPROVING THE, YEAR 13 2009 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND AUTHORIZING THE SUBMISSION OF THE FY 2009 ACTION PLAN AND FOR OTHER PURPOSES

body

WHEREAS, it is the intention of the City of Jonesboro to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families and eliminate slum and blight.

WHEREAS, the use of these monies are strictly mandated including the mandate that an annual action plan be submitted to the U.S. Department of Housing & Urban Development in accordance with Title 1 of the Cranston-Gonzalez National Affordable Housing Act of 1990, and

WHEREAS, there is a projected total of \$545,251.00 for Year 13 funds allocated to the Community Development Block Grant (CDBG) Program for budgetary purposes; and

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

SECTION 1: The Year Thirteen Community Development Block Grant (CDBG) program totaling five hundred, forty-five thousand, two hundred and fifty one dollars (\$545,251.00) for budgeting purposes is adopted by reference to the attached project/activity budget table;

SECTION 2: The Department of Community Development Grants Coordinator is authorized to prepare, and submit the 2009 Action Plan, to carry out the activities and projects in said plan as identified in the 5 - Year Consolidated Plan to the U. S. Department of Housing and Urban Development (HUD) for review and approval. Once the approval by HUD has been obtained, the Mayor is authorized to execute contractual agreements, approved by the City Attorney, with his signature being attested by the City Clerk, for the execution of the Fiscal Year 2009 Department of Community Development Block Grant Action Plan as per attached project/activity budget table to undertake said activities.

SECTION 3: All approved agencies of CDBG funds will use the city's procurement procedures for any services or contracts.



Department of Community Development
City of Jonesboro

SUBJECT: 2009 CDBG Plan Approvals
REQUESTED ACTION: Placed on City Council Agenda/Approval

Council Communication

Date Submitted:	12/9/08
Submitted By:	GAYLE VICKERS – 933-4635
To Be Presented to Finance Committee:	12/18/08
Approved By:	Citizen’s Advisory Committee, Mayor, Crego
Background:	The City has access to CDBG (Community Development Block Grant) annually and while the use of these monies are strictly mandated, it is also required that an annual action plan be submitted to the U.S. Department of Housing & Urban Development for their approval in accordance with Title 1 of the Cranston-Gonzalez National Affordable Housing Act of 1990.
Synopsis:	Request placement of CDBG Action Plan on the City Council January 6, 2009 Agenda for adoption. (Required by HUD.)
Staff Request and/or Recommendation:	Placement on City Council January 6 th Agenda. Note: The staff would like to thank you for supporting the department’s efforts to get the City’s CDBG Program in accordance with both the intention of the grant and the mandated procedures and requirements. In a meeting with HUD Director last week he again commended the improved Jonesboro program and how well it meets the intention of the grant. Jonesboro has HUD’s full support. Thank you for your part in this endeavor.
Fiscal Impact:	None
Community Impact:	\$545,251 Community Development Block Grant.
Attachments:	Legistar – City Council Communication, Resolution, Action Plan, Project/Activity Listing, and Goals & Objectives as identified in City’s CDBG 5-Year Consolidated Plan.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE, YEAR 13 2009 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND AUTHORIZING THE SUBMISSION OF THE FY 2009 ACTION PLAN AND FOR OTHER PURPOSES

WHEREAS, it is the intention of the City of Jonesboro to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families and eliminate slum and blight.

WHEREAS, the use of these monies are strictly mandated including the mandate that an annual action plan be submitted to the U.S. Department of Housing & Urban Development in accordance with Title 1 of the Cranston-Gonzalez National Affordable Housing Act of 1990, and

WHEREAS, there is a projected total of \$545,251.00 for Year 13 funds allocated to the Community Development Block Grant (CDBG) Program for budgetary purposes; and

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

SECTION 1: The Year Thirteen Community Development Block Grant (CDBG) program totaling five hundred, forty-five thousand, two hundred and fifty one dollars (\$545,251.00) for budgeting purposes is adopted by reference to the attached project/activity budget table;

SECTION 2: The Department of Community Development Grants Coordinator is authorized to prepare, and submit the 2009 Action Plan, to carry out the activities and projects in said plan as identified in the 5 – Year Consolidated Plan to the U. S. Department of Housing and Urban Development (HUD) for review and approval. Once the approval by HUD has been obtained, the Mayor is authorized to execute contractual agreements, approved by the City Attorney, with his signature being attested by the City Clerk, for the execution of the Fiscal Year 2009 Department of Community Development Block Grant Action Plan as per attached project/activity budget table to undertake said activities.

SECTION 3: All approved agencies of CDBG funds will use the city's procurement procedures for any services or contracts.

THIS RESOLUTION APPROVED THIS APPROVED:

CDBG 2009 PROJECT/ACTIVITY BUDGET

The City of Jonesboro's 2009 allocation is \$545,251.00 for the Thirteenth Year Community Development Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The City has evaluated all projects, conducted public hearings, held citizen advisory committee meetings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

Housing

1.	Homeowner Rehabilitation	Emergency Owner Occupied Rehabilitation – maintaining current housing stock	95,000
2.	Homeownership Assistance	Homeownership Assistance – assistance to low income home buyers	20,000
3.	Rehabilitation Administration	Various inspection fees (i.e. termite), staff salaries	30,000

Neighborhood Revitalization

4.	Demolition & Clearance	Elimination of slum and blight	73,251
5.	Code Enforcement	Demolition	25,000
6.	Sidewalk	Bridge Street Sidewalk Improvements	55,000
7.	Sidewalk	Word Street Sidewalk Improvements	30,000

Public Services – Housing/Non Housing

8.	Public Service-Youth Mentoring	Mentor/Education: Helping Enhance Learning Processes for at risk/low income youth – City Youth Ministries	15,000
9.	Public Service-Youth/Elderly/Disabled Low Income Individual Education	Education/self development/outreach/ programs and classes for elderly, disabled, youth – Foundation of Arts	20,000
10.	Public Service- Community Services & Outreach	Translation Services/Spanish Classes- Hispanic Community Services, Inc.	10,000
11.	Public Service-Housing/Financial Education	Counseling including credit repair, foreclosure, financial training, new homeownership assistance-JURHA	20,000
12.	Public Service-Homeless/Potentially Homeless	Subsistence-Emergency one time utility/rent assistance preventing homelessness - Mid South Health	5,000
13.	Public Services-Employment Training	Employment Training for mentally disabled- Mid South Health	5,000

Other

14.	Unprogrammed Funds	Community Development Projects	33,000
15.	Administration	CDBG Program Administration & Planning	109,000
		Total	545,251

The following are the Goals and Objectives to be addressed with the 2009 Program Year funding as they are stated in the Five Year Consolidated Plan:

AFFORDABLE HOUSING & PUBLIC HOUSING

1. Goal: Improve livability and availability of affordable housing and assist in the improvement of housing opportunities.
 - 1.1 Objective 1: Improve low income homeowner housing conditions.
 - 1.1a Provide funding for emergency homeowner rehabilitation repairs. 1.2
 - Objective 2: Increase homeownership opportunities.
 - 1.2a Continue Homeownership Program.
 - 1.2b Assist in the expansion of homeownership through financial, credit repair, foreclosure education to create new homeowners and retain current homeownership.
 - 1.3 Objective 3: Assist developers in determining incentives/financial partnerships to promote more affordable housing projects.

BARRIERS TO AFFORDABLE HOUSING

2. Goal: Address barriers to affordable and fair housing.
 - 2.1 Objective 1: Increase the number of qualified homeowners through homebuyer education.

LEAD-PAINT HAZARDS - GOALS, OBJECTIVES, AND STRATEGIES

3. Goal: Increase lead safe housing stock.
 - 3.1 Objective 1: Maintain standards for lead-based paint abatement in all housing rehabilitation projects.

SUITABLE LIVING ENVIRONMENT - NON HOUSING COMMUNITY DEVELOPMENT

4. Goal: Improve Livability, create better functioning, and more attractive neighborhoods.
 - 4.1 Objective 1: Improve appearance and eliminate blight in low income neighborhoods.
 - 4.1a Demolition and Clearance.
 - 4.3 Objective 3: Provide public services to address the needs of low income citizens.
 - 4.3a Fund needed services for qualified low income citizens.
 - 4.4 Objective 4: Improve low-income neighborhood livability through citizen participation in Neighborhood Revitalization.
 - 4.4a Explore the advantages of creating neighborhood revitalization strategy areas.
 - 4.4b Investigate the need and public interest in local neighborhood networks.
 - 4.5 Objective 5: Economic Development and job creation for low income area.
 - 4.5b Encourage employment programs.

SPECIAL NEEDS - HOMELESSNESS

5. Goals: Increase housing and service opportunities extended to homeless persons.
 - 5.2 Objective 2: Address homeless prevention activities.
 - 5.2a Provide technical assistance for and/or actual funding assistance to non-profits addressing homeless prevention activities.
 - 5.3 Objective 3: Collaborate with homeless providers.
 - 5.3a Provide staff assistance for homeless counts.
 - 5.3b Develop partnerships with non-profits to expand current services.
 - 5.3c Attend quarterly meetings with service providers in Jonesboro.

ANTI-POVERTY STRATEGY

6. Goal: To assist in the reduction of households with incomes below the poverty line.

- 6.1 Objective 1: Support services to prevent homelessness.
 - 6.1a Support services such as emergency rental/utility assistance, financial education, foreclosure resolution programs, and other educational services.
 - 6.1b Survival services needed to enable households to survive on their limited incomes.
- 6.2 Objective 2: Assist in the provision of job training and supportive services.

NON-HOMELESS SPECIAL NEEDS

- 7. Goal: Explore the possibility of expanding services and/or access to services for our special needs populations.
 - 7.1 Objective 1: To work with services providers to assist special needs groups access needed services.

PERSONS WITH HIV/AIDS

According to NARAN (Northeast Arkansas Regional Aids Network), there remain approximately 50 residents in Craighead County recorded with AIDS. In addition, there have been an additional 100 plus recorded cases of people with HIV in the County. The City will continue to assist NARAN and their efforts to address this need.

City of Jonesboro
Department of
Community Development

P. O. Box 1845
519 West Washington
Jonesboro, AR 72403-1845

Phone: 870-933-4635 Fax: 870-933-4626
gvickers@jonesboro.org



City of Jonesboro 2009 Action Plan

Department of Community Development Community Development Block Grant

City of Jonesboro
Doug Formon, Mayor

Preparation and Contact Information:

Department of Community Development

Gayle Vickers, Grants Coordinator

P.O. Box 1845, Jonesboro, AR., 72403-1845

Physical Address: 519 W. Washington, Jonesboro, AR.

JONESBORO, ARKANSAS

Community Development Block Grant Program

2009 Program Year

B-09-MC-05-0012

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STANDARD FORM 424

DRAFT

**City of Jonesboro Community Development Block Grant
2009 Action Plan**

OMB Approval No. 0348-0043

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier DUNS # 073540288
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: City of Jonesboro		Organizational Unit: City Government-Municipality	
Address (give city, county, State, and zip code): P.O. Box 1845, 515 West Washington Jonesboro, AR 72403		Name and telephone number of person to be contacted on matters involving this application (give area code) Gayle Vickers 870-933-4635	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): [7] [1] - [6] [0] [1] [3] [7] [4] [9]		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> C A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____		9. NAME OF FEDERAL AGENCY: U.S. Dept of Housing & Urban Development	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: [1] [4] - [2] [1] [8] TITLE: _____		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Community Development Entitlement Block Grant Projects including Housing Rehab., Homeownership, Demolition, Public Improvements, Code Enforcement, Planning & Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Very Low/Low Income Areas of Jonesboro, Arkansas			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 1/1/09	Ending Date 12/31/09	a. Applicant 1	b. Project 1
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 545,251 ⁰⁰	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____	
b. Applicant	\$. ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
d. Local	\$. ⁰⁰		
e. Other	\$. ⁰⁰		
f. Program Income	\$. ⁰⁰		
g. TOTAL	\$ 545,251 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative Douglas Formon		b. Title Mayor	c. Telephone Number (870) 932-1052
d. Signature of Authorized Representative		e. Date Signed	

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Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

LETTERS

DRAFT



City of Jonesboro

January 7, 2009

Mr. James Slater, Director of Community Planning
Community Planning & Development Division
Little Rock Office, Region VI
U.S. Department of Housing and
Urban Development
425 West Capitol, Suite 900
Little Rock, AR 72201-3488

Attention: Ms. Pamela Barton

Dear Mr. Slater:

Enclosed you will find copies of the 2009 Action Plan and Standard Form 424 for our 2009 CDBG Program activities, with various attachments. The Action Plan was approved by the City Council at its regular meeting on January 6, 2009. In compliance with Citizen Participation requirements we published the availability of the 2009 projects and brief summary of the Plan on November 23, 2008. The 30-day comment period ended December 23, 2008 and no comments have been received to date.

The Thirteenth Year Program is for a total of \$545,251.00 and involves homeowner rehabilitation, homeownership assistance programs, neighborhood safety and revitalization, assistance to public services, and planning and administration. We also have submitted the Action Plan to the State for A-95 review.

If you need any additional information on the content of the 2009 Action Plan, please do not hesitate to contact me at 870-932-1052 or Gayle Vickers, Community Development Grants Coordinator, at 870-933-4635.

Sincerely,

Douglas Formon
Mayor
Enc.



City of Jonesboro

January 7, 2009

Mr. Tracy Copeland, Manager
Arkansas State Clearinghouse
Department of Finance & Administration
1515 W. 7th - Room 412.
P.O. Box 3278
Little Rock, AR 72203

Re: City of Jonesboro, AR
2009 Action Plan
January 7, 2009

Dear Mr. Copeland:

Enclosed is one copy of the City of Jonesboro's 2009 Action Plan, dated January 7, 2009. We are submitting the plan to your office in compliance with applicable Executive Orders. This plan was approved by the City Council at its regular meeting on January 6, 2009. The application sets out projects that principally benefit low and moderate-income persons, to be carried out with an Entitlement Grant from the Department of Housing and Urban Development.

In submitting this Plan to your office, we request that you forward the A-95 comments directly to Ms. Pamela Barton, CPD Representative, Little Rock Office of the Department of Housing & Urban Development, 425 West Capitol, Suite 900, Little Rock, AR. 72201-3488. Please provide our office with a copy of your comments.

Should you need any additional information on the City's 2009 Action Plan or any aspect of our 2009 CDBG Program, please do not hesitate to contact Gayle Vickers, CD Grants Coordinator, at 870-933-4635.

Sincerely,

Douglas Formon
Mayor
Enc.



City of Jonesboro

January 7, 2009

Mr. Richard Spelic, Executive Director
East Arkansas Planning & Development
1801 Stadium Blvd.
P.O. Box 1403
Jonesboro, AR 72401

Re: City of Jonesboro, AR
2009 Action Plan
January 7, 2009

Dear Mr. Spelic:

Enclosed is one copy of the City of Jonesboro's 2009 Action Plan, dated January 7, 2009. We are submitting the plan to your office in compliance with applicable Executive Orders. This plan was approved by the City Council at its regular meeting on January 6, 2009. The application sets out projects that principally benefit low and moderate-income persons, to be carried out with an Entitlement Grant from the Department of Housing and Urban Development.

In submitting this Action Plan to your office, we request that you forward the A-95 comments directly to Ms. Pamela Barton, CPD Representative, Little Rock Office of the Department of Housing & Urban Development, 425 West Capitol, Suite 900, Little Rock, AR. 72201-3488. Please provide our office with a copy of your comments.

Should you need any additional information on the City's 2009 Action Plan or any aspect of our 2009 CDBG Program, please do not hesitate to contact Gayle Vickers, CD Grants Coordinator, at 870-933-4635.

Sincerely,

Douglas Formon
Mayor
Enc.

**2009 Action Plan
Statement of Community Development Objectives
and Projected Use of Funds for 2009**

EXECUTIVE SUMMARY

The CDBG Program was established by the Housing and Community Development Act of 1974. The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities, principally for lower income persons (defined as 80 percent or less of the City of Jonesboro area median household income).

The statutes for formula grant programs set forth three basic goals against which the Consolidated Plan, and the jurisdiction's performance under the plan will be evaluated the U. S. Department of Housing and Urban Development (HUD). Those goals are:

- Create a Suitable Living Environment
- Provide Decent Housing
- Create Economic Opportunities

Through the CDBG Program, the U.S. Department of Housing and Urban Development (HUD) provides funds to local governments for a wide range of community development activities for low-income persons. In order for an activity to be eligible for CDBG funding, it must be shown to address one of the following national objectives:

- Benefit people with low incomes (up to 80 percent of median)
- Aid in the prevention or elimination of slums and blight; or
- Meet an urgent need (such as earthquake, flood or hurricane relief)

The City of Jonesboro, Arkansas is beginning its thirteenth year with Community Development Block Grant Program. The Annual Action Plan for Program Year 2009 represents the third year of the City of Jonesboro's second Five Year Consolidated Plan submitted for fiscal years 2007 - 2011. It is prepared in direct correlation with the specific goals and objectives stated therein. The Action Plan is in compliance with the U.S. Department of Housing and Urban Development guidelines for submission for Federal entitlement funds.

The City began its First program year on July 1, 1997, the Second year on July 1, 1998, and the Third year on July 1, 1999. In August 1999 the City received approval from HUD to change our fiscal year to January 1 of each year. Therefore, our third year program was for six months and our fourth year program began on January 1, 2000 and ended on December 31, 2000. Our fifth year and all subsequent program years begin as of January 1, of each year.

The actual level of funding Jonesboro receives from HUD is determined annually and is based upon a formula that all entitlement communities are subject to in relation to HUD's overall annual budget. For fiscal year 2009, the City's anticipated allotment is \$545,251.00.

City of Jonesboro Community Development Block Grant 2009 Action Plan

The City does not receive HOME, HOPWA, or ESG funds at this time. The anticipated HUD Community Development Block Grant allocation for the fiscal year 2009 is \$545,251.00. The annual Action Plan has been prepared according to the existing regulations governing the Community Development Block Grant Program and the Consolidated Plan format. The activities and programs described herein are aligned with the Strategic Plan, as outlined in the 2007-2011 Five Year Consolidated Plan.

The 2009 Community Development Program highlights the number one goal in the 5 Year Consolidated Plan – Improve Livability and Availability of Affordable Housing to our low income residents with the highest priority being housing rehabilitation. Thirteen individual projects are listed with 48% of the entitlement funding allocated to housing projects directly serving low income individuals; 19% allocated to the improvement of low income neighborhoods; 14% providing the social service programs that address a multitude of needs including education, life skills, employment, and homelessness. Project priorities are given to the designated low-income CDBG areas, and to those projects that serve the highest number of low income participants, and impact. The Jonesboro's 2009 Action Plan continues to reflect the true intention of the HUD Community Development Block Grant: *seeking to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.*

As stated in the Five Year Consolidated Plan all of the City's Housing and Community Development projects serve in the Census tract areas that represent the highest density of low income populations, and/or serve as a direct benefit to low income individuals. Maintaining the current housing stock in these areas, especially for Special Needs (elderly and disabled) populations, is a high priority. Neighborhood revitalization is also a predominant consideration. The City of Jonesboro's priority objectives are to improve the housing and neighborhood livability, and the quality of life for low income, disadvantaged, and often underserved citizens.

City of Jonesboro Priority Objectives:

- Housing - Rehabilitation/Homeownership
- Neighborhood Revitalization/Beautification
- Economic Opportunity/Development/Job creation
- Public Services – Quality of Life/Life Skills/Special Needs

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

While the needs of the City of Jonesboro continue to far exceed the financial resources available through the Community Development Block Grant Program and the City's financial means, this funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvements, and community restoration and development activities. It

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

STATEMENT OF COMMUNITY DEVELOPMENT GOALS AND OBJECTIVES 2009 ACTION PLAN

The City of Jonesboro continues to place major emphasis on HUD's priority goals of Housing, Neighborhood Revitalization, and the improvement of the quality of life through the provision of needed social services and education. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of homeownership counseling as well as direct homeownership financial assistance. The City will address the sustainability of our existing affordable housing through its preservation, improvement, and foreclosure counseling projects. The plan prioritizes Neighborhood Revitalization through the improvement of neighborhood safety and aesthetics, and the elimination of slum and blight. Quality of life issues are addressed through various forms education including life skills, financial, employment training, translation services, and other educational and supportive services for the elderly, disabled, youth and other low income citizens. .

The City will be participating in new collaborations with low income citizens, and neighborhood leaders to further our efforts to address the needs of their individual neighborhoods. Through the 2009 CDBG program funds the City will be serving our low income and the special needs populations including youth, elderly, Hispanic and the disabled and otherwise disadvantaged. Our primary goal is to promote, sustain and preserve an excellent quality of life in the City of Jonesboro. Through the Community Development Objectives cited below we are continuing to conduct our activities in a manner designed to benefit our most vulnerable populations.

The following are the Goals and Objectives to be addressed with the 2009 Program Year funding as they are stated in the Five Year Consolidated Plan:

AFFORDABLE HOUSING & PUBLIC HOUSING

1. Goal: Improve livability and availability of affordable housing and assist in the improvement of housing opportunities.
 - 1.1 Objective 1: Improve low income homeowner housing conditions.
 - 1.1a Provide funding for emergency homeowner rehabilitation repairs.
 - 1.2 Objective 2: Increase homeownership opportunities.
 - 1.2a Continue Homeownership Program.
 - 1.2b Assist in the expansion of homeownership through financial, credit repair, foreclosure education to create new homeowners and retain current homeownership.
 - 1.3 Objective 3: Assist developers in determining incentives/financial partnerships to promote more affordable housing projects.

BARRIERS TO AFFORDABLE HOUSING

2. Goal: Address barriers to affordable and fair housing.
 - 2.1 Objective 1: Increase the number of qualified homeowners through

homebuyer education.

LEAD-PAINT HAZARDS - GOALS, OBJECTIVES, AND STRATEGIES

3. Goal: Increase lead safe housing stock.

3.1 Objective 1: Maintain standards for lead-based paint abatement in all housing rehabilitation projects.

SUITABLE LIVING ENVIRONMENT - NON HOUSING COMMUNITY DEVELOPMENT

4. Goal: Improve Livability, create better functioning, and more attractive neighborhoods

4.1 Objective 1: Improve appearance and eliminate blight in low income neighborhoods.

4.1a Demolition and Clearance.

4.3 Objective 3: Provide public services to address the needs of low income citizens.

4.3a Fund needed services for qualified low income citizens.

4.4 Objective 4: Improve low-income neighborhood livability through citizen participation in Neighborhood Revitalization.

4.4a Explore the advantages of creating neighborhood revitalization strategy areas.

4.4b Investigate the need and public interest in local neighborhood networks.

4.5 Objective 5: Economic Development and job creation for low income area.

4.5b Encourage employment programs.

SPECIAL NEEDS - HOMELESSNESS

5. Goals: Increase housing and service opportunities extended to homeless persons.

5.2 Objective 2: Address homeless prevention activities.

5.2a Provide technical assistance for and/or actual funding assistance to non-profits addressing homeless prevention activities.

5.3 Objective 3: Collaborate with homeless providers.

5.3a Provide staff assistance for homeless counts.

5.3b Develop partnerships with non-profits to expand current services.

5.3c Attend quarterly meetings with service providers in Jonesboro.

ANTI-POVERTY STRATEGY

6. Goal: To assist in the reduction of households with incomes below the poverty line.

6.1 Objective 1: Support services to prevent homelessness.

6.1a Support services such as emergency rental/utility assistance, financial education, foreclosure resolution programs, and other educational services.

6.1b Survival services needed to enable households to survive on their limited incomes.

6.2 Objective 2: Assist in the provision of job training and supportive services.

NON-HOMELESS SPECIAL NEEDS

7. Goal: Explore the possibility of expanding services and/or access to services for our special needs population.

7.1 Objective 1: To work with services providers to assist special needs groups' access needed services.

**City of Jonesboro Community Development Block Grant
2009 Action Plan**

PERSONS WITH HIV/AIDS

According to NARAN (Northeast Arkansas Regional Aids Network), there remain approximately 50 residents in Craighead County recorded with AIDS. In addition, there have been an additional 100 plus recorded cases of people with HIV in the County. The City will continue to support NARAN and their efforts to address this need.

PROJECTED USE OF FUNDS

The City of Jonesboro's 2009 allocation is anticipated to be \$545,251.00 for the Thirteenth Year Community Development Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The City has evaluated all projects, conducted public hearings, held citizen advisory committee meetings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

Housing		
1.	Homeowner Rehabilitation	95,000
2.	Homeownership Assistance	20,000
3.	Rehabilitation Administration	30,000
Neighborhood Revitalization		
4.	Demolition & Clearance	73,251
5.	Code Enforcement	25,000
6.	Sidewalk - Bridge Street	55,000
7.	Sidewalk - Word Street	30,000
Public Services – Housing/Non Housing		
8.	Public Service - Summer/After School Mentoring	15,000
9.	Public Service - Educational Enrichment	20,000
10.	Public Service - Translation/Spanish Classes	10,000
11.	Public Service - Housing Counseling	20,000
12.	Public Service - Subsistence	5,000
13.	Public Service - Employment (Job Skills Training)	5,000
Other		
14.	Unprogrammed Funds	33,000
15.	Administration	109,000
Total		545,251

The above listed activities are the proposed and approved projects for the 2009 Program Year. The Citizen's Advisory Council, the Mayor and the City Council approved the 2009 Action Plan,

**City of Jonesboro Community Development Block Grant
2009 Action Plan**

the specific projects and their amounts by Resolution thereby approving the allocated funds of \$545,251.00 and the implementation of said projects.

These projects were selected after careful consideration of the City of Jonesboro's needs in relation to HUD's national objectives. As reflected in the table below Jonesboro has a higher percentage of poverty, and lower percentage of homeownership than our county, state, and nation. Therefore, the City has chosen to select the programs that will most directly address the immediate areas of need.

According to the US Census Bureau

	Jonesboro	Craighead Cnty	Arkansas State	United States
Persons below POVERTY percent, 1999	17.4%	15.4%	15.8%	12.4%
HOMEOWNERSHIP rate, 2000	57.7%	63.9%	69.4%	66.2%

<http://quickfacts.census.gov/qfd/states/05/05031.html>

The projects are designed with maximum feasible benefit for the low and moderate-income citizens. The City will continue to strive to meet the HUD national objectives as we increase the number of opportunities for our citizens to move from homelessness and/or poverty to housing, self sufficiency, and the possibility of homeownership.

Effectiveness

The 2009 Action Plan coincides with the national objectives and the 2007-2011 Consolidated Plan. The City of Jonesboro included in its consideration not only the information obtained during public hearings but through various agency and public collaborations, studies, focus groups, and surveys performed throughout the City.

Our Citizen Advisory Committee meetings included project updates, problem resolution, current need, long term goals, and the actual development of this Action Plan. The CAC met at length to determined which public service projects best fulfilled our immediate objectives as stated in the Consolidated Plan and set the amounts based on said objectives. With the full approval of the CAC they then recommended that complete plan be presented to the Mayor and City Council for their approval.

Notices of all public hearings and the availability of the 2009 CDBG proposed projects for a 30 day public review were published in the Jonesboro Sun newspaper. Copies of the complete 2009 Action Plan are available for public review and inspection during normal business hours Monday through Friday in the offices of the Department of Community Development located next to City Hall at 519 West Washington, Jonesboro, Arkansas.

ELEMENTS OF THE CONSOLIDATED PLAN

Managing the Process

The City of Jonesboro's Department of Community Development is responsible for the development and implementation of the Consolidated Plan. Various City Departments and local agencies assist in the collection of the needs data for preparation of the Consolidated Plan and Annual Action Plans, allowing for meaningful comparisons to be made in evaluating conditions within our City. This process allows for significant cost savings in the collection of the housing market and homeless needs data for preparation of the Consolidated Plan. The City of Jonesboro intends to utilize the existing City institutional structure. This structure will be enhanced with the ongoing use of public and private entities currently providing services to the public.

Citizen Participation Process

The City of Jonesboro follows its Citizen Participation Plan in development of the Consolidated Plan and Annual Action Plans. It is the goal of the City to encourage and facilitate participation of residents in the formulation of priorities, strategies and funding allocations for the Community Development Block Grant Program. The process emphasizes the involvement of extremely low, very low, and low income persons (especially those living in low income neighborhoods and diverse populations) including people who do not speak English and persons with disabilities.

The preparation of the 2009 Action Plan builds upon the public participation and input provided in developing the City's 2007 - 2011 Consolidated Plan Priority Needs Summaries as approved by the City Council which sets forth a five year plan citing Housing and Community Development Needs. The Action Plan follows the Consolidated Plan in its focus on those goals that will benefit lower income households and identifies which goals are anticipated to be carried out using federal CDBG funds allocated to the City.

Public input was obtained from two public hearing, and participation in public and service provider meetings. In an effort to broaden the public participation process for development of the Consolidated Plan and Action Plans, the City encourages broad involvement in the process and holds the meetings in locations in the neighborhoods we serve in order to facilitate participation. Efforts are also made to reach persons with disabilities by utilizing agencies that serve persons with disabilities.

Institutional Structure

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

The City provides funding and coordinates with nonprofit organizations that provide public services that benefit Jonesboro residents. The City also works with non-profit housing developers in the development of affordable housing in the City. Nonprofit organizations are therefore critical to achieving the Consolidated Plan goals.

The City is available to assist the Housing Authority in submitting applications for funding to

increase Section 8 vouchers or provide additional funding for affordable housing or services in the City. The City coordinates its activities with other public agencies. The City regularly participates in JURHA, and non-profit meetings, focus groups, and faith-based activities.

The City assists non-profit agencies in securing other State and Federal funding by writing letters of support and assisting agencies in completing applications for funding. The City is also active in supporting the continued funding of the Section 8 Program and other programs that are crucial for affordable housing programs and public services.

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

Monitoring

The City of Jonesboro intends to use the existing delivery/reporting system to achieve its production and service goals. While this includes managing in-house programs, many programs and services will be contracted out to sub-grantees. The City plans to conduct an on-site monitoring assessment of the program activities of each sub-recipient in order to insure strict compliance with program guidelines as stated in their contractual agreement. The monitoring process includes quarterly reports, a review of contract compliance, program, capacity, performance, and timeliness.

Financial monitoring occurs on a quarterly basis with a review of invoices and supporting documentation to insure that all costs correspond to project services as outlined in the recipient's contract budget. The quarterly report includes additional information including client data, project activities, progress in meeting goals/objectives and specific achievements.

At the end of the contract year, the department compiles all the client demographic data and prepares a comprehensive statistical report that becomes part of the CAPER.

The City of Jonesboro includes the following statement on every bid document in order to encourage minority business participation:

Minority Business Participation

Minority Business Policy – It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The City also encourages all companies to subcontract portions of any City contract to minority business enterprises.

Lead Based Paint Strategy

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG

funded activities in tandem with our Inspection Department.

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

DRAFT

To be inserted: Resolution

DRAFT

CERTIFICATIONS

THE FOLLOWING PAGES ----- are certifications that have been signed by Mayor Douglas Formon, City of Jonesboro, Arkansas for the **CDBG BLOCK GRANT PROGRAM FOR THE YEAR -- 2009.**

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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Housing and Community Development Plan regulations, the City of Jonesboro certifies that:

Citizen Participation Plan-- Following is the detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the City of Jonesboro's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
3. Provides for technical assistance to groups representatives of persons of low and moderate income that provides for technical assistance to groups representatives of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the City of Jonesboro;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be met in the cause of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. The City of Jonesboro stands ready to provide any and all necessary assistance to persons with visual or hearing impairments to assure that these individuals are fully informed and included in the Consolidated Plan process. The City shall provide assistance up to and including interpreters and persons that sign for the hearing impaired, as well as any appropriate listening devices. The City stands ready to utilize alternative media as requested.

Citizen Participation — Prior to submission of its Housing and Community Development Plan to HUD, the City of Jonesboro has:

1. Met the citizen participation requirements of §91.10
2. Prepared its housing and community development plan and annual use of funds in accordance with §91.105 and made its Housing and Community Development Plan

submission available to the public.

Affirmatively Further Fair Housing -The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR 91.220, and has prepared an analysis previously that identifies impediments to fair housing choice, take appropriate actions to overcome the effects of any impediments identified, and maintain records pertaining to carrying out this certification. The cost and condition of housing in our low income areas will to be addressed directly with the project listed herein. CDBG funds will be used to acquire land for single family unit homes in our most impoverished area. Low income individuals and families will be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes CDBG will be used to provide grants for rehabilitation. The City has undertaken several activities to address emergency shelters and the transitional housing needs of our homeless individuals and families.

The City continues to improve neighborhoods with the improvements of parks, sewer improvements and the elimination of substandard housing and unsightly lots through demolition and clearance. We are not expecting any other resources other than CDBG to address these needs as the City of Jonesboro has yet to be designated participating jurisdiction in order to receive HOME funds. The activities to be completed are either located in or will be directly serving our low and moderate income areas, and the areas of minority concentration. The attached maps show said areas.

In addition to the projects outlined the Jonesboro Urban Renewal and Housing Authority, Salvation Army, Consolidated Youth Systems, Mid South Health Systems, and Women's Crisis Center of Northeast Arkansas are assisting homeless and potentially homeless individuals and families with the programs that they administer. We are continuing to monitor the services that are provided by other entities in Jonesboro.

Regarding those persons that are not homeless as identified in accordance with 91.215 (d), the City is also monitoring those areas. These persons are the elderly, frail elderly, persons with disabilities, alcohol or other drug addictions, HIV/AIDS and their families along with public housing residents. Crowley's Ridge Development Council, Abilities Unlimited Inc., Consolidated Youth Services, Jonesboro Human Development Center, FOCUS, NARAN, Mid South Health Systems, East Arkansas Area Agency on Aging, as well as several others assist many handicapped persons and families along with the Housing Authority. The City is actively involved in assisting these organizations and does not intend to step in and duplicate these services. We will continue to monitor the organizations.

Our monitoring of the agencies reflects that the agencies are providing assistance within their guidelines and scope of work. There are no changes that are needed except that additional monies to expand their services. The City will endorse and support new applications for the agencies to apply for funding, as well as monitor the housing and general needs of the citizens of Jonesboro.

Anti-Discrimination — The grants will be conducted and administered in compliance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3620), the Age Discrimination Act of 1975, Executive Orders 11063, 11625, 12138, 12432 and 12892, Section 504 of the (title II) and implementing regulations.

Anti-displacement and Relocation Plan — The City of Jonesboro will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, as amended, as required under §91.xxx and Federal implementing regulations; and that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104 (d) of the Housing and Community Development Act of 1974, as amended, and the relocation requirements of §91.xxx governing optional relocation assistance under section 105 (a) (11) of the Housing and Community Development Act of 1974, as amended;

Drug Free Workplace - The City will continue to provide a drug-free workplace by enacting certain requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The City of Jonesboro's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant actively the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such proposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The City of Jonesboro has inserted in the space provided below the site(s) for the performance of work done in connection with the specific grant:
Place of Performance (Street address, city, county, state, zip code)

Demolition of substandard housing units, various park improvements in the City and Administrative Responsibilities, all in the City of Jonesboro, will be carried out from 515 West Washington, Jonesboro, Craighead County, Arkansas 72401.

Anti Lobbying — To the best of the City of Jonesboro's knowledge and belief:

1. 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;

2. 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, the City of Jonesboro will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions; and

3. The City will require that the language of paragraph (n) 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 sub recipients shall certify and disclose accordingly; The City of Jonesboro is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

Legal Authority ---The City of Jonesboro possesses legal authority under State and Local Law to make grant submissions and to execute Community Development and Housing programs and the City Council has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Housing and Community Development Plan and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of Housing and Community Development Plan and to provide such additional information as may be required;

Applicable Laws ---The City of Jonesboro will comply with the other provisions of the Acts covering programs covered by the Housing and community Development Plan and with other applicable laws.

***City of Jonesboro Community Development Block Grant
2009 Action Plan***

In accordance with the certifications as set out under 24 CFR Part 91.225 of the Federal Register dated January 5, 1995, the City of Jonesboro, Arkansas further certifies that:

Consistency with plan ---The housing activities to be undertaken with CDBG funds are consistent with the strategic plan.

Section 3 Compliance ---The City of Jonesboro, Arkansas in the administration of it's Community Development Program will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.

Signature: Douglas Formon, Mayor

Date

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SPECIFIC CDBG CERTIFICATIONS

The City of Jonesboro certifies that:

Use of Funds — It has developed its Housing and Community Development Plan one-year projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the projected use of funds may also include activities which the City of Jonesboro certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health of welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under section 106 of the Housing and Community Development Act of 1974, as amended, and if applicable, under section 108 of the same Act, shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;

Community Development Plan — The City of Jonesboro has developed a Community Development Plan, for the period specified in the paragraph above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974, as amended;

Special Assessments — The City of Jonesboro will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under section 108 of the same Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 106 of the housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of that Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the City of Jonesboro certifies to the Secretary that it lacks sufficient funds received under section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph (1) above;

Lead-Based Paint — The City of Jonesboro's notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;

Excessive Force — The City of Jonesboro has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Signature: Douglas Formon, Mayor

Date

DRAFT

SPECIFIC HOME CERTIFICATIONS

The City of Jonesboro, a Home participating jurisdiction certifies that:

Appropriate Financial Assistance - before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Tenant Based Rental Assistance - Tenant Based Rental Assistance is not a part of the City of Jonesboro's plan at this time. The Jonesboro Housing Authority is administering these funds.

Signature: Douglas Formon, Mayor

Date

DRAFT

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements:

A. 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 of 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.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For grantees that are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (i.e. All vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees; attention is called, in particular, to the following definitions from these rules:
9. “Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
10. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
11. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
12. “Employee” means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All “direct charge” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee’s payroll; or employees of sub-recipients or subcontractors in covered workplaces).

TABLE 3

Consolidated Plan Listing of Projects

THE FOLLOWING PAGES ----- reflect the Projects in which the CDBG Program dollars will be directed in the City of Jonesboro.

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Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Improvement of Housing Conditions

Project Title

Homeowner Rehabilitation

Description

Assist in the improvement of housing conditions for LMI homeowners, thereby preserving our existing affordable housing stock.

Location/Target Area

LMI

Objective Number	Project ID 118
HUD Matrix Code 14A	CDBG Citation 507.202
Type of Recipient Local Government	CDBG National Objective LMH
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Housing Units	Annual Units 5
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$95,000
ESG	
HOME	
HOPWA	
Total Formula	\$95,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$95,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the projects to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Homeownership Assistance

Project Title

Homeownership Assistance

Description

Increase the viability for potential homeownership through provision of homeownership assistance programs.

Location/Target Area

LMI

Objective Number	Project ID 119
HUD Matrix Code 13	CDBG Citation 570.201 (N)
Type of Recipient Subrecipient	CDBG National Objective LMH
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Homeowner Assist.	Annual Units 10
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	\$20,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

**Table 3
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Jonesboro

Priority Need
Rehabilitation Administration

Project Title
Rehabilitation Administration

Description
Housing Rehabilitation Activity Delivery Cost

Location/Target Area
LMI

Objective Number	Project ID 120
HUD Matrix Code 14H	CDBG Citation 507.202
Type of Recipient Local Government	CDBG National Objective LMH
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Rehab. Admin.	Annual Units N/A
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$30,000
ESG	
HOME	
HOPWA	
Total Formula	\$30,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$30,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the projects to improve: Availability/Accessibility Affordability Sustainability

**Table 3
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Jonesboro

Priority Need
Elimination of substandard housing

Project Title
Demolition of Substandard housing

Description
The elimination of slum and blight, prevention from recurrence of blighting influences in our low income neighborhoods.

Location/Target Area
LMI

Objective Number	Project ID 121
HUD Matrix Code 04	CDBG Citation 570.201 (D)
Type of Recipient Local Government	CDBG National Objective SBA
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Demolition	Annual Units 25
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$73,251
ESG	
HOME	
HOPWA	
Total Formula	\$73,251
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$73,251

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Code Enforcement

Project Title

Code Enforcement

Description

Necessary costs directly related to the enforcement required for the elimination of unsafe housing – condemnation/abandonment.

Location/Target Area

LMI

Objective Number	Project ID 122
HUD Matrix Code 15	CDBG Citation 570.202 (C)
Type of Recipient Local Government	CDBG National Objective LMA
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Code Enforcement	Annual Units N/A
Local ID	Units Upon Completion

Funding Sources:

CDBG	<u>\$25,000</u>
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	<u>\$25,000</u>
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	<u>\$25,000</u>

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Neighborhood Revitalization – Passable Sidewalks

Project Title

CDBG Area Sidewalk Improvement

Description

Provision of passable sidewalks on Bridge Street located in CDBG designated area.

Location/Target Area

LMI

Objective Number	Project ID 123
HUD Matrix Code 03L	CDBG Citation 570.201 (C)
Type of Recipient Local Government	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Footage of Sidewalk	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$55,000
ESG	
HOME	
HOPWA	
Total Formula	\$55,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$55,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

**Table 3
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Jonesboro

Priority Need

Neighborhood Revitalization – Passable Sidewalks

Project Title

CDBG Area Sidewalk Improvement

Description

Provision of passable sidewalks on Word Street located in CDBG designated area.

Location/Target Area

LMI

Objective Number	Project ID 124
HUD Matrix Code 03L	CDBG Citation 570.201 (C)
Type of Recipient Local Government	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Footage of Sidewalk	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$30,000
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	\$30,000
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$30,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Public Service-Housing and Financial Education to low income persons

Project Title

Housing and Financial Education

Description

Counseling including credit repair, foreclosure, financial training, homeownership assistance to low income citizens.

Location/Target Area

N/A

Objective Number	Project ID 125
HUD Matrix Code 05 R	CDBG Citation 570.204
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator P.S.- Homeownership	Annual Units 50
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	\$20,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need
Public Service-The improvement of quality of life of LMI persons

Project Title
Low Income Children/Disabled/Elderly Programs

Description
Provide educational programs and recreational opportunities to low/moderate income families, school children, the elderly and disabled.

Location/Target Area
N/A

Objective Number	Project ID 126
HUD Matrix Code 05	CDBG Citation 570.201 (E)
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Public Service	Annual Units 500
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	\$20,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

**Table 3
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Jonesboro

Priority Need

Public Service-Hispanic/LMI Community Services

Project Title

Low/Moderate Income Community Services

Description

To increase self-sufficiency through Hispanic/LMI translation services and Spanish Classes.

Location/Target Area

N/A

Objective Number	Project ID 127
HUD Matrix Code 05	CDBG Citation 570.204
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Public Service.	Annual Units 200
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$10,000
ESG	
HOME	
HOPWA	
Total Formula	\$10,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$10,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Public Service-Youth Mentorship for low income youth

Project Title

Youth Mentorship

Description

Mentor/Education to low income youth to enhance the learning process.

Location/Target Area

N/A

Objective Number	Project ID 128
HUD Matrix Code 05D	CDBG Citation 570.201 (E)
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator P.S. - Youth	Annual Units 35
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	\$15,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Public Service-Homeless/ Potentially Homeless Prevention

Project Title

Subsistence Program

Description

One Time or Short Term Subsistence Assistance

Location/Target Area

N/A

Objective Number	Project ID 129
HUD Matrix Code 05Q	CDBG Citation 570.204
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator P.S. Subsistence Assist.	Annual Units 12
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$5,000
ESG	
HOME	
HOPWA	
Total Formula	\$5,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$5,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Public Service-Employment Assistance/Education

Project Title

Employment/Education

Description

Employment/Job Skill Training for mentally ill

Location/Target Area

N/A

Objective Number	Project ID 130
HUD Matrix Code 05H	CDBG Citation 570.201 (e)
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Public Service	Annual Units 30
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$5,000
ESG	
HOME	
HOPWA	
Total Formula	\$5,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$5,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need

Unprogrammed Funds of Community Development Projects

Project Title

Unprogrammed Funds of Community Development Projects

Description

Unprogrammed Funds of Community Development Projects

Location/Target Area

N/A

Objective Number	Project ID 131
HUD Matrix Code 22	CDBG Citation
Type of Recipient Local Government	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Other	Annual Units N/A
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$33,000
ESG	
HOME	
HOPWA	
Total Formula	\$33,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$33,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

Table 3
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Jonesboro

Priority Need
CDBG Program Planning & Administration

Project Title
Planning & Administration

Description
CDBG administration costs necessary for project management, implementation, compliance reporting, and planning.

Location/Target Area
N/A

Objective Number	Project ID 132
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective LMC
Start Date(mm/dd/yyyy) 01/01/2009	Completion Date(mm/dd/yyyy) 12/31/2009
Performance Indicator Admin.	Annual Units N/A
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$109,000
ESG	
HOME	
HOPWA	
Total Formula	\$109,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$109,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs
The expected outcome of the project is to improve: Availability/Accessibility Affordability Sustainability

MAPS

THE FOLLOWING PAGES ----- reflect the income and minority areas in which the CDBG Program dollars will be directed in the City of Jonesboro.

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

PUBLICATION

THE FOLLOWING PAGES -----contains the public notice of the availability of the Action Plan to the community for review.

DRAFT

The Jonesboro Sun

DAILY AND SUNDAY

Proof of Publication

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

I, Kim Smith solemnly swear that I am classified director of the JONESBORO SUN daily newspaper of general circulation printed in the Western District of Craighead County and I was such classified advertising manager at the date of publication hereinafter stated, and that said newspaper had a bonafide circulation in such county at said dates, and had been regularly published in said county for the period of one month next before the date of the first publication of the advertisement hereto affixed, and that said advertisement was published in said

newspaper 1 times once a week for 1 weeks consecutively, the first insertion therein having been made on the 23rd day of November, 2008
2nd insertion _____ day of _____
3rd insertion _____ day of _____
4th insertion _____ day of _____
5th insertion _____ day of _____
6th insertion _____ day of _____
7th insertion _____ day of _____

Kim Smith

Sworn to and subscribed before me this 23 day of November, 2008

My commission expires 8/1/18

Fee for print, \$ 53.32

Cost of Proof \$ _____

Rec'd Payment \$ _____

Total - - - \$ 53.32

The 2009 Community Development Action Plan Application to the Department of Housing & Urban Development is available for review and comment to any interested party at the Department of Community Development Office located next to City Hall, at 519 W. Washington, between the hours of 8:00am and 5:00pm (with the exception of the noon lunch hour) Monday through Friday. Please submit any written comments to Gayle Vickers, Department of Community Development, City of Jonesboro, P.O. Box 1845, Jonesboro, Arkansas, 72403-1845, no later than December 23, 2008.

OFFICIAL SEAL - NO. 12367264
SETH WESTON
NOTARY PUBLIC - ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 08-01-18

Box 1249, Jonesboro, AR 72403 • 518 Carson St. • (870) 935-5525 • FAX (870) 935-1674



HUD Project ID #
\$0.00
Agency
Program Name

City of Jonesboro 2009 CDBG STANDARD AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **the AGENCY**, (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 Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S./Visa holding citizens residing within the City limits of Jonesboro.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain 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

Total Persons/Year

D. Staffing

The following staff will be actively participating in program delivery:

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. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	
Equipment Costs	
	TOTAL

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_____ The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro Dept. of Community Development 519 W. Washington, P.O. Box 1845 Jonesboro, AR 72401 Office (870) 933-4635 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. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

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. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. 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.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or 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. 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

1. Approved Plan

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, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

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

Doug Formon, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Executive Director

Date: _____



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-08:072

Introduced: 8/20/2008

Current Status: First Reading

Version: 1

Matter Type: Ordinance

Title

AN ORDINANCE TO AMEND AND ADD TO THE JONESBORO MUNICIPAL CODE OF ORDINANCES, TITLE 6 ANIMALS AND FOWL, CHAPTER 6.08 DOGS, SUB SECTION 6.08.05 DOGS TO BE CONFINED FOR THE PROHIBITION OF IMPROPER CONFINEMENT OF DOGS IN THE CITY OF JONESBORO

body

WHEREAS, a large number of dogs within the city limits of Jonesboro, Arkansas have suffered severe injury from being tethered to a fixed location, limited to a small enclosure and neglected; and

WHEREAS, studies by the Humane Society of the United States and other reputable animal organizations have shown that tethering a dog to a fixed location for extended periods of time inhibits socialization and often results in dogs becoming more territorial and aggressive; and

WHEREAS, dogs that are unaltered are more likely to be territorial and aggressive; and

WHEREAS, neighborhoods are harmed by the tethering of dogs to a fixed location for extended periods because of the associated concentration of urine and feces within a small area and damage to the yard

Body

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

SECTION 1: A complete revision of Section 6.08.05 of the Jonesboro Municipal Code of Ordinances, Title 6 Animals and Fowl, Chapter 6.08 Dogs, Sub Section 6.08.05 Dogs to be Confined is requested to further outline specific guidelines for the safe confinement of dogs to prevent abuse, cruelty and unwanted aggressive behavior.

SECTION 2: The entire sub section 6.08.05 of the Jonesboro Municipal Code of Ordinances pursuant to Ordinance number 1266, Sec.6 is hereby repealed and replaced with the following five sections.

SECTION 3: Safety of persons and property is utmost in the minds of the City of Jonesboro, Arkansas.

The complete Sub Section 6.08.05 of the Jonesboro Municipal Code is hereby revised as follows.

SECTION 6.08.05 Dogs to be confined. From and after the passage of this chapter, any person owning, possessing or keeping a dog or dogs, whether vaccinated or unvaccinated, licensed or unlicensed, shall confine such dog or dogs within an adequate fence or enclosure or within a house, garage or other building or shall confine such dog or dogs by a chain or leash affixed to the dog's collar and attached to some substantial stationary object adequate to prevent the dog or dogs from running at large. (Ord. No. 1266, Sec. 6.)

Is hereby amended and replaced with the following:

6.08.05 (A) ACCESS TO WATER AND SHELTER

Any person owning or keeping a dog confined outside must provide the dog with access to fresh clean water and an appropriate dog shelter. The dog shelter must allow the dog to remain dry and protected from the elements. Such shelter shall be fully enclosed on three sides, roofed, and have a solid floor. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of wind and rain. The shelter shall be small enough to retain the dog's body heat and large enough to allow the dog to stand and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage must be provided so that water is not standing in or around the shelter.

6.08.05 (B) DOG PENS

Unless otherwise permitted under subsection d, outdoor dog pens shall be located 50 feet from any dwelling other than the person owning or controlling the dog. There shall be at least 100 square feet in such pen for each dog kept therein which is over six months of age over 20 LBS.

6.08.05 (C) TETHERING

Unless otherwise permitted under subsection d and e, it shall be unlawful for any person to tether, fasten, chain, tie, restrain or cause a dog to be fastened, chained, tied or restrained to houses, trees, fences, garages or other stationary or highly immobile objects by means of rope, chain, strap, or any other physical restraint for the purpose of confinement, except an adult dog age 1 year or over and less than 20 pounds.

6.08.05 (D) TROLLEY SYSTEMS

A trolley system is a method to confine a dog by tethering the dog to a cable that is no less than fifteen feet (15ft) in length and elevated seven (7) feet off the ground in a manner that allows the tether to move freely along the length of the cable. Only one animal may be attached to each running cable line or trolley system. Unless otherwise permitted under subsection d, it shall be unlawful for any person to confine a dog through the use of a trolley system as follows in any items 1-6:

- 1.) For more than 10 consecutive hours or more than 16 total hours in any twenty-four hour period.

- 2.) For a puppy under the age of 3 months to be attached to a running cable line or trolley system for more than one consecutive hour or more than 8 hours in a twenty four hour period.
- 3.) For dogs that are not spayed or neutered for any period of time. Unaltered dogs MUST be in a completely enclosed yard or housed indoors.
- 4.) That is located within 50 feet from any dwelling other than the person owning or controlling the dog.
- 5.) Any tethering system employed shall not allow the dog or puppy to leave the owner's property or
- 6.) In a manner that poses harm to the dog, including without limitation:
 - a.) The use of a collar or harness that is ill fitting or constructed of any material other than leather or nylon;
 - b.) The use of a tether that exceeds 1/5th of the body weight of the dogs or 10 pounds total weight. Or
 - c.) The use of trolley system in an area that contains hazards to the dog or deprives the dog of food, water, and shelter.

6.08.05 (E) PERMITTING

The Director of the Jonesboro Animal Control is hereby authorized to issue permits to allow trolleying of a dog in a manner that would otherwise be prohibited by this section. The yearly cost of said permit shall be \$450.00 per animal.

- 1.) CRITERIA - No permit shall be issued unless the Director determines that: (i) unusual circumstances warrant confinement of the dog in this manner; (ii) the welfare of the dog will not be harmed by the confinement; and (iii) the neighborhood will not be adversely impacted by the confinement.
- 2.) INSPECTION - All permits issued under this subsection shall require consent to both scheduled and unscheduled inspections of the animal and confinement area.
- 3.) REVOCATION - The Director shall revoke a permit issued under this subsection if : (i) the holder of the permit is convicted of ANY offense under local, state, or federal laws involving animal cruelty; or (ii) an inspection indicates that the criteria authorizing the permit are no longer met.
- 4.) PUNISHMENT - Any revocation of permit will be accompanied by a fine of no less than \$250 and one year suspension of permit privileges. Repeat revocation of permits include the aforementioned fines plus any or all of the following, community service, animal care training or jail time as determined by a court.
- 5.) Nothing in this section shall be construed to prohibit walking dogs with a hand-held leash.

6.08.05 (F) FINES

- 1.) Any person owning, possessing or keeping a dog which has been tethered contrary to the permitted allowances in this Ordinance of the city of Jonesboro, Arkansas, shall be deemed guilty of a misdemeanor and shall upon conviction for the first offense be subject to a fine of Thirty Five Dollars (\$35.00). If that same person is convicted of tethered contrary to the permitted allowances in this Ordinance of the city of Jonesboro a second time, said person shall

be subject to a fine of One Hundred Dollars (\$100.00); if a person is convicted of a third offense of tethered contrary to the permitted allowances in this Ordinance of the city of Jonesboro, that party shall be subject to a fine of Four Hundred Fifty Dollars (\$450.00) and a summons/warrant to appear in court will be issued. Each subsequent offense shall constitute a fine of Five Hundred Dollars (\$500.00), an issuance of a summons/warrant to appear in court, court costs and potential permanent removal of pet. The fine shall be in addition to all charges imposed upon said party in



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-08:103

Introduced: 11/26/2008

Current Status: First Reading

Version: 1

Matter Type: Ordinance

title

AN ORDINANCE TO VACATE AND ABANDON A 30' ROAD EASEMENT

body

CRAIGHEAD COUNTY, JONESBORO, ARKANSAS.

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

SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the 30' Road Easement designated as follows:

DESCRIPTION

PART OF LOTS 5 AND 6 OF HANNAH WEBBS SUBDIVISION OF THE SOUTH HALF OT THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OT THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH 89°49'48" EAST ALONG THE SOUTH LINE OF HANNAH WEBBS SUBDIVISION OF THE SOUTH HALF OT THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, 589.88 FEET: THENCE SOUTH 89°49'48" EAST 371.43 FEET TO THE POINT OF BEGINNING: THENCE NORTH 00°51'16" EAST DEPARTING SAID SOUTH LINE, 30.00 FEET:: THENCE NORTH 89°59'27" EAST 220.00 FEET: THENCE SOUTH 89°54'31" EAST 224.62 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JOHNSON AVENUE: THENCE SOUTH 58°32'48" WEST ALONG SAID RIGHT OF WAY LINE, 57.34 FEET TO A POINT ON THE SOUTH LINE OF SAID HANNAH WEBBS SUBDIVISION: THENCE ALONG SAID SOUTH LINE AS FOLLOWS, NORTH 89°54'31" WEST 175.73 FEET, SOUTH 89°59'27" WEST 220.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING IN ALL 12,600 SQ. FT. OR 0.29 ACRES, MORE OR LESS.

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

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas and shall be filed in the Deed Records

of such office.

LEGEND

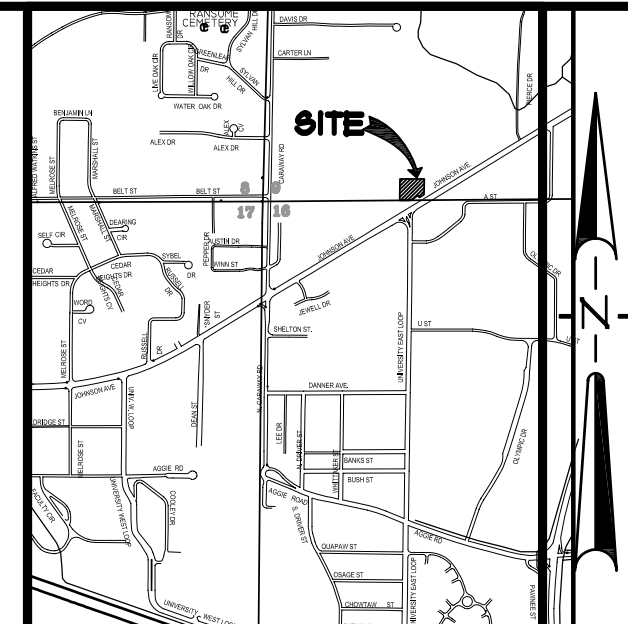
- = BOUNDARY LINE
- - - - - = LOT LINES
- F.I.P. = FOUND IRON PIPE
- △ F.R. = FOUND REBAR
- △ = R/W MONUMENT
- S.I.P. = SET 1 1/4" IRON PIPE W/ PLS #1549 CAP
- - ○ E - - - - ○ E - - - - = EXISTING OVERHEAD ELECTRICAL LINE
- PP = POWER POLE



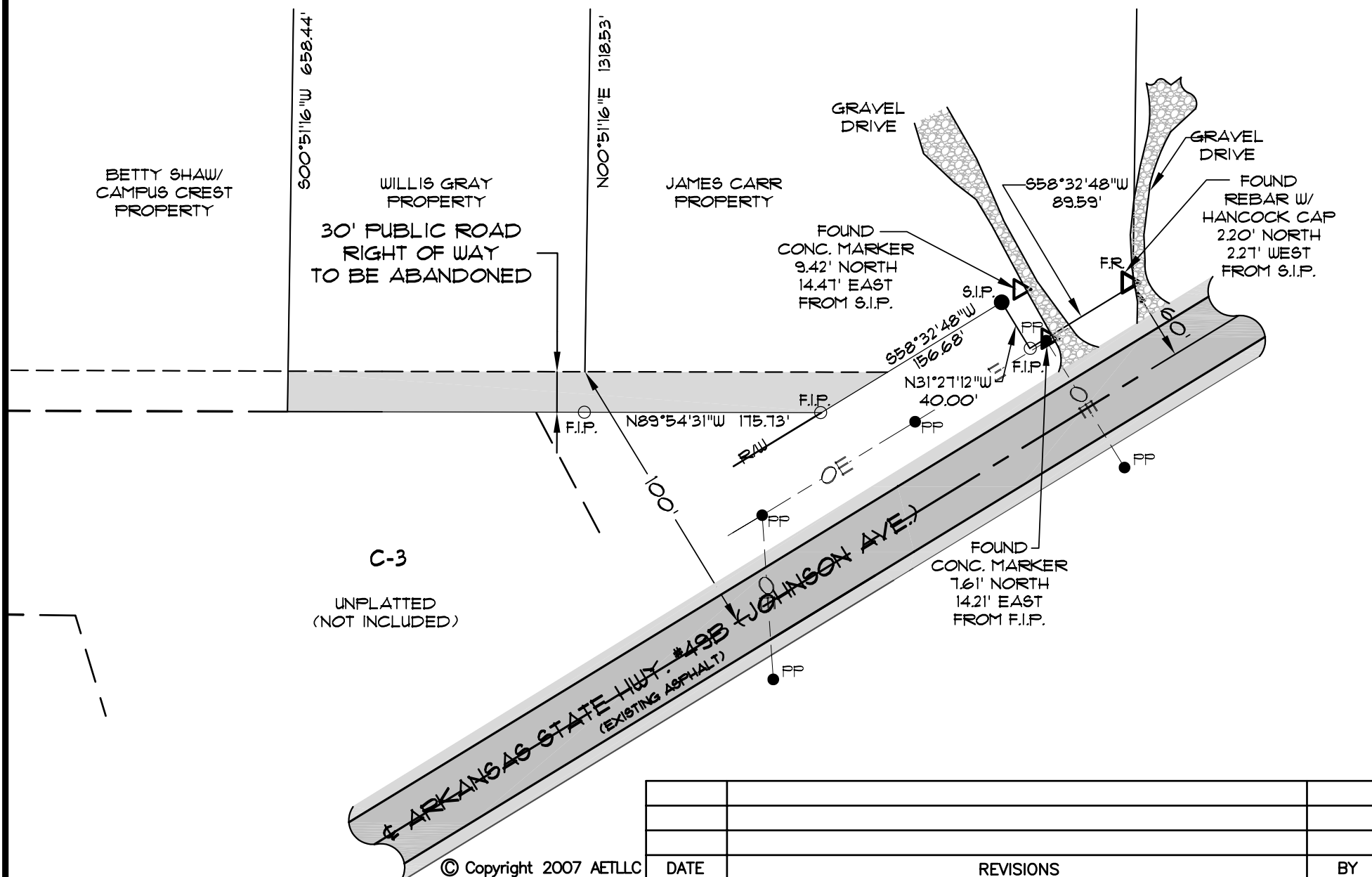
BEARING BASIS
PREVIOUS SURVEY



GRAPHIC SCALE
IN FEET



VICINITY SKETCH
NOT TO SCALE



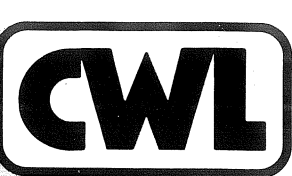
ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
 103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
 PH: 870-932-3594 FAX: 870-935-1263

EASEMENT ABANDONMENT SKETCH
CARR AND GRAY
JONESBORO, ARKANSAS

DRAWN: KUG	CHECKED: FWL	DATE: 11/21/07	SHEET
SCALE: 1" = 100'	CADD FILE: 07293-002	DWG#: 0414093.0011	1 OF 1

© Copyright 2007 AETLLC

DATE	REVISIONS	BY



Owned by the Citizens of Jonesboro

May 16, 2008

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Donna Jackson, City Clerk

Re: Right of Way Abandonment
Lots 4,5,6 and 7
Hannah Webb Subdivision

Dear Donna:

City Water and Light has no objection with the abandonment of the 30-foot right of way as platted along the south side of Lots 4,5,6 and 7 of Hannah Webb Subdivision being in the south half of the Southwest Quarter of Section 9, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas.

City Water and Light would require a utility easement overlapping the entire right of way of the proposed abandonment. Please call if more information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald L. Bowen", is written over the word "Sincerely,".

Ronald L. Bowen
Manager, City Water & Light

Enclosure

Cc: Associated Engineering

To: Associated Engineering & Testing, LLC

From: Suddenlink Communications, Inc.

Date: December 7, 2007

Re: 30' Road Right of Way Abandonment

Suddenlink Communications, Inc. has no objection to the closing of a 30' road right of way located East of Caraway Road and West of Johnson Avenue, located in Jonesboro, Craighead County, Arkansas.

David Hamilton



Field Systems Supervisor
Suddenlink Communications, Inc.



CenterPoint Energy
3013 Ole Feedhouse Road
Jonesboro, AR 72404
CenterPointEnergy.com

December 6, 2007

Patrick Lemley
Associated Engineering and Testing, LLC
P.O. Box 1462
Jonesboro, AR 72403

Re: 30' Road Right of Way Abandonment

Dear Mr. Lemley:

CenterPoint Energy has no objections to the abandonment of the 30' Road right of way located East of Caraway Rd. and West of Johnson Ave. as shown on the Easement Abandonment Sketch Carr and Gray that we received November 29, 2007.

If you are ever in need of any other natural gas service or information please feel free to contact me. My number is 870-897-3751.

Thank you for including us in your current and future planning.

Sincerely,

A handwritten signature in cursive script that reads "Garreth James".

Garreth James

Construction and Maintenance Supervisor



Lynda Palmer
Manager-Engineering (ROW)
Right-of-Way & Joint Use Poles

AT&T Arkansas
1111 West Capitol
Room 941
Little Rock, AR 72201

T: 501.373.5255
F: 501.373.0229
lynda.palmer@att.com

December 10, 2007

Associated Engineering and Testing, LLC
Attn: Patrick W. Lemley, PS
P.O. Box 1462
Jonesboro, AR 72403

Dear Mr. Lemley:

RE: Street Closing – Hannah Webb S/D - Jonesboro

Please find enclosed AT&T's concurrence in your request to the above mentioned street closing vacation.

This concurrence must be recorded at the Craighead County Courthouse in the office of the circuit clerk to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

attachments



CONCURRENCE TO VACATE A PORTION OF AN UNCONSTRUCTED PUBLIC STREET

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas, hereby concurs in the release of its interest in a portion of the right-of-way of a dedicated public street located in the City of Jonesboro, being more particularly described as follows:

All that portion of a thirty-foot (30') road right-of-way located east of Caraway Road and west of Johnson Avenue as shown on the Record Plat of Hannah Webb's Subdivision in the S 1/2 of the SW 1/4 of Section 9, T-14-N, R-4-E, Craighead County, Arkansas.

Signed and executed this 10th day of December, 2007.

By: _____

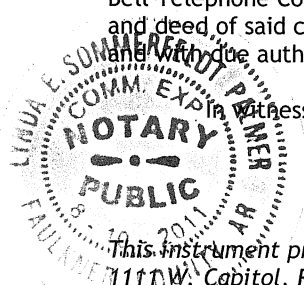
F. Jean Davis
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 10th day of December, 2007, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

Witness whereof I hereunto set my hand and official seal.



This instrument prepared by AT&T
1111 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Linda E. Sommerfeldt Palmer
Linda E. Sommerfeldt Palmer
Notary Public in & for Faulkner Co., AR
My commission expires August 10, 2011

TO: Honorable Doug Formon, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A 30' ROAD EASEMENT

We the undersigned, being the owners of all property adjoining to the following described 30' Road Easement located in the City of Jonesboro, Arkansas, described as follows:

DESCRIPTION

PART OF LOTS 5 AND 6 OF HANNAH WEBBS SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°49'48" EAST ALONG THE SOUTH LINE OF HANNAH WEBBS SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, 589.88 FEET; THENCE SOUTH 89°49'48" EAST 371.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'15" EAST DEPARTING SAID SOUTH LINE, 30.00 FEET; THENCE NORTH 89°59'27" EAST 220.00 FEET; THENCE SOUTH 89°54'31" EAST 224.62 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JOHNSON AVENUE; THENCE SOUTH 55°32'43" WEST ALONG SAID RIGHT OF WAY LINE, 57.34 FEET TO A POINT ON THE SOUTH LINE OF SAID HANNAH WEBBS SUBDIVISION; THENCE ALONG SAID SOUTH LINE AS FOLLOWS, NORTH 89°54'31" WEST 175.73 FEET, SOUTH 89°59'27" WEST 220.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING IN ALL 12,600 SQ. FT. OR 0.29 ACRES, MORE OR LESS.

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

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

DATED this 5th day of Nov, 2008.

PROPERTY OWNER:

Willis Gray DATE: 11/5/08
WILLIS GRAY

Subscribed and sworn to before me this 5th day of Nov, 2008.

(seal)

Joshua J. Clausen
NOTARY

Expiration date:



TO: Honorable Doug Formon, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON A 30' ROAD EASEMENT

We the undersigned, being the owners of all property adjoining to the following described 30' Road Easement located in the City of Jonesboro, Arkansas, described as follows:

DESCRIPTION

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CONTAINING IN ALL 12,600 SQ. FT. OR 0.29 ACRES, MORE OR LESS.

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

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

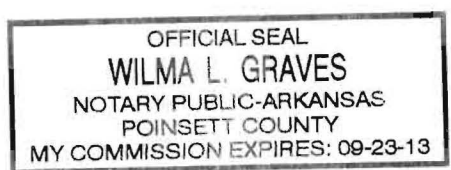
DATED this 28th day of October, 2008.

PROPERTY OWNER: *James Carr* DATE: 10/28/2008
JAMES CARR

Subscribed and sworn to before me this 28th day of October, 2008.

(seal) *Wilma L. Graves*
NOTARY

Expiration date: 09-23-13





City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Text File

File Number: ORD-09:001

Introduced: 12/31/2008

Current Status: First Reading

Version: 1

Matter Type: Ordinance

title

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2.20, ENTITLED CITY COUNCIL; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

body

WHEREAS, it is the desire of the Jonesboro City Council to establish the organization of the 2009 Jonesboro City Council in accordance with Arkansas Code Annotated 14-43-501 which mandates the aldermen elected for each city shall annually, at the first council meeting in January, assemble and organize the city council; and

WHEREAS, Ordinance No. 3344 was adopted February 18, 2002 by the Jonesboro City Council amending Jonesboro Code of Ordinances, Chapter 2.20 establishing procedures in council meetings and other procedures and rules.

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

SECTION 1: That the Jonesboro Code of Ordinances, Chapter 2.20, entitled City Council, Sections 2.20.01, through 2.20.16 are hereby repealed and/or replaced according to Exhibit "A" hereto attached.

SECTION 3: All ordinances or part of ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 4: The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, each invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: An emergency is declared to ensure that the City Council is not in violation of and meets the requirements of Arkansas Code Annotated 14-43-501.

**RULES OF ORDER AND PROCEDURE
MAYOR/CITY COUNCIL
CITY OF JONESBORO**

2.20.01 CITY COUNCIL MEETINGS

A. Regular Meetings

The City council shall meet in regular session on the first and third Tuesday of each month at 6:30 p.m. When a holiday occurs on any such Tuesday, the regular meeting shall be held on the following Tuesday at the same hour unless otherwise provide for by motion. The regular meeting time may be rescheduled by the city Council in special circumstances, but when done so the change must be made far enough in advance to allow normal public notification.

B. Location

The place of the City Council meetings shall be in the City Council Chambers at the Huntington building unless another place has previously been set by the City Council.

C. Special Meetings

Special meetings may be called by three or more Aldermen, or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be given by the City Clerk at least two hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The City Clerk or her designee shall keep the record of the meeting. Only the Aldermen who requested the special meeting or the Mayor, if he requested the special meeting, may cancel the special meeting.

D. Executive Session

An executive session may be convened on the request of any member of the City council or the Mayor. Executive session will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

E. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business. The Mayor shall have a vote to establish a quorum of the City Council at any regular meeting of the City Council. The concurring vote of a majority of those elected, providing a quorum is present, shall represent the acts of the City Council except where otherwise provided by law.

F. Public Notification and Participation

The City will, if necessary, go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used will include publication in a local newspaper and the local public access channel, special notice to citizens who have shown a direct interest in matters to be considered, and copies of the agenda and pertinent sections of the Rules of Order and Procedure available at the entrance to the City Council meetings.

Members of the audience will be offered an opportunity to speak on all questions before the City Council. Any public member shall, after registering with a designated representative of the City Council, first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Council members. All remarks shall be addressed to the City Council as a whole and not to any particular member of the City Council. No person other than the City Council members and the person having the floor shall be permitted to enter into any discussions without permission of the Presiding Officer. No questions shall be asked a City Council member or city employee except through the Presiding officer. All members of the public are requested to accord the utmost courtesy to members of the City Council, to other members of the public appearing before the City Council, and to City staff, and are asked to refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

G. Smoking Prohibited

There will be no smoking allowed in the City Council chambers or in any committee meeting room.

H. Cell Phones and Pagers

With the exception of on-duty emergency services personnel, cell phones and pagers must be turned off or put in silent mode and not used within the Council chambers or committee meeting rooms during meetings.

2.20.02 DUTIES AND PRIVILEGES OF ALDERMEN AND OTHER CITY OFFICIALS AT CITY COUNCIL MEETINGS

A. Seating

Members shall occupy the respective seats in the Council Chambers assigned by position number. The Presiding Officer (Mayor, President Pro Tempore, or designee) shall be seated in the center of the Council members table. Seated to either side of the Presiding Officer shall be the City Clerk and the City Attorney or, in their absence, their designees. Aldermen shall be seated according to their ward beginning on the Presiding Officer's far left with Ward 1, Pos. 1; Ward 1, Pos. 2; Ward 2, Pos. 1; Ward 2, Pos. 2; Ward 3, Pos. 1; Ward 3, Pos. 2; then beginning on the Presiding Officer's far right with Ward 4, Pos. 1; Ward 4, Pos. 2; Ward 5 Pos. 1; Ward 5, Pos. 2; Ward 6, Pos. 1 and Ward 6, Pos. 2.

(B) Conduct

During City Council meetings, Aldermen shall preserve order and decorum and shall neither by conversation nor by otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Presiding Officer or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Presiding Officer, shall confine herself or himself to the questions under debate and shall avoid all personalities and indecorous language. A City Council member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, or unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

If a member is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of the City Council.

Aldermen and other elected city officials shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. City Council members shall confine their questions as to the particular matters before the City Council and in debate shall confine their remarks to the issues before the City Council. To keep or restore order and dignity to a Council meeting, the City Council, by a majority vote, reserves the right to remove from a Council meeting any individual who repeatedly violates this rule for conduct.

B. Personal Interest

No Alderman or other elected city official with a direct or indirect financial or personal interest in any item before the City Council shall participate in the discussion of or voting on such matter.

C. Voting

Every member present when a question is put to a vote shall vote either "Yea" or "Nay", except that a member may abstain from voting: (a) if he or she has not participated in the preceding discussion of the question and (b) if that member briefly states the reason for the abstention. The Aldermen will vote at City Council meetings in the order of their position number, with a different position voting first, as determined by the City Clerk, on each vote taken.

D. Roll Call

Upon every vote, a voice vote of the affirmative and negative votes shall be called and be recorded on every motion, resolution, and ordinance. The Presiding Officer or any Alderman may call for a roll call vote.

E. Presiding Officer

The Mayor shall be ex-officio president of the City Council and shall preside at its meetings.

The Mayor shall have a vote when his or her vote is needed to pass any ordinance, bylaw, resolution, order, or motion. Per (A.C.A. 14-43-501)

F. President Pro Tempore

The City Council shall annually, at the time of organizing, in public session, elect one of its members as President Pro Tempore. Any Alderman may nominate any other member of the City Council for this position, and no second of a nomination is required. Each Alderman shall vote by naming his or her choice by voice vote if there is more than one nominee for the position. A majority vote of the City Council shall be required for election. In the absence of the Mayor, the Presiding Officer duties shall be performed by the President Pro Tempore; in the absence of the President Pro Tempore, those duties shall be performed by a designated Alderman. Designation shall be by majority vote of the Council present at any meeting where a clear designation of Presiding Officer has not been made.

G. Privileges of the President Pro Tempore

The President Pro Tempore or designee acting as the Presiding Officer may move, second, and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Presiding Officer.

2.20.04 PROCEDURES AND PARLIAMENTARY RULES

A. Order of Business

The City Council's agenda order shall be coordinated by the City Clerk. All items for discussion or action at the regular Council meeting shall be organized under the following headings:

1. Call to order by the Mayor
2. Pledge of Allegiance and Invocation
3. Roll Call by the City Clerk
4. Special Presentations
5. Consent Agenda
6. Unfinished Business
7. New Business
8. Mayor's Report
9. City Council Reports
10. Public Comment
11. Adjournment

The Mayor may delegate collection, initial organization, and distribution of the final draft to the City Clerk; however, the Mayor shall maintain responsibility for and control of the agenda. At the regular meeting of the Council, the City Council, by majority vote, may rearrange the order of the agenda.

B. Agenda Items and Public Comment

The deadline for agenda items shall be at the City Clerk's office on or before 10:00 a.m. on Thursday immediately preceding each regular City Council meeting. All items for discussion or action at the regular City Council meeting shall be included in a Tentative Agenda provided by the City Clerk to the Aldermen, the Mayor, and the City Attorney via e-mail or fax by 4:00 p.m. on Thursday, or by delivery by 12:00 noon on Friday, immediately preceding the regular Council meeting.

The City Clerk shall place the items on the Tentative Agenda in the order that each item is received in the Clerk's office. Before 12:00 noon on the day of the Council meeting, if requested by the Mayor or any three (3) Aldermen, the Mayor may direct the City Clerk to change the final arrangement of the meeting agenda.

Any ordinance or resolution which was not included on the Final Agenda may only be brought before the City Council after approval by unanimous vote of any city council committee with four or more council members. The City Council, by majority vote, at the regular Council meeting, must then suspend the rules and bring the item to the floor for consideration.

The City Council shall provide fifteen (15) minutes during each regular Council meeting for public comment on non-agenda business. Each individual is required to limit his or her comments to five (5) minutes. The City Council reserves the right to suspend the rules for extra time, if necessary.

C. Precedence of Motions

The City Council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's "Handbook for Arkansas Municipal Officials" or successive publications. In the event the Handbook does not cover the matter, the most recent edition of "Robert's Rules of Order" shall apply. On questions of appeal, a majority of those present is required to overturn a ruling of the chair.

1. **Motions to be Stated by the Chair/Withdrawal**

When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. After being stated by the Presiding Officer, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

2. **Reconsideration**

After the decision of any question, any member of the majority may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

3. Readings

All ordinances shall be read aloud at three different meetings unless the City Council votes to dispense the rules by a 2/3 majority.

2.20.12 INTERNAL BOARDS, COMMITTEES, COMMISSIONS, AND APPOINTMENTS

(A) Membership

The Mayor shall propose to the City Council the number of City Council committees, their function, and membership. The Council shall approve or amend this organization proposal by majority vote. Any Alderman who desires to serve on any particular committee shall so inform the Mayor. The Mayor shall, at his discretion, attempt to assign Aldermen who have expressed a preference for any particular committee to that committee, with the overall goal of spreading Alderman participation over the various committees. The members of each committee shall designate the member who is to serve as the chairperson of each committee by majority vote. In case of a tie the Mayor shall appoint a chairperson from those nominated by the committee. Chairpersons shall be selected annually, and serve for a maximum of two consecutive terms. Any Alderman dissatisfied with committee assignments can appeal to the whole City Council.

Ad hoc committees to study special problems and projects of the city may be created by either the mayor or a majority vote of the city council.

(B) Meetings

All Aldermen, representatives of the news media who have requested notification, and all other persons who have requested notification of committee meetings shall be notified of City Council committee meetings by the City Clerk's office.

Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the City Council, a majority of the committee must agree on that recommendation. Aldermen who are not members of a particular City Council committee may participate in the meeting of that committee except for voting on committee recommendations. It is the responsibility of the committee chair to file with the City Clerk the minutes of the meeting and a record of any activities from the meeting within three business days of the committee, and to present recommendations of the committee to the full council.

(C) Quorum

A majority of the committee shall be necessary to constitute a quorum to do business. The concurring vote of a majority of those attending a meeting, providing a quorum is present, shall represent the acts of the committee.

(D) Voting

Every member present when a question is put to a vote shall vote either “Yea” of “Nay”, except that a member may abstain from voting if he or she has not participated in the preceding discussion of the question and that member briefly states the reason for the abstention. Pursuant to “Robert’s Rules of Order”, in the absence of a recommendation by the “Handbook for Municipal Officials”, the chair of the committee will not vote unless his/her vote is necessary to break a tie.

(E) City Council Representation on Other Governmental Groups

When it is necessary to appoint an Alderman to an external board, commission, or committee, selection of that Alderman shall be made by the Mayor and a majority vote of the City Council shall be required for confirmation of the Mayor’s appointment.

2.20.13 MAYOR RELATIONSHIP

(A) Defining Authority

In exercising its management responsibilities, the City Council reserves its authority to approve policy which represents broad statements of its intentions, approves plans and programs, and delegate authority of administration to the Mayor, except those rights that are by law conferred upon or reserved to the City Council. The City Council delegates the authority of the Mayor to hire capable personnel within an approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees. Per A.C.A. 14-42-110, the City Council reserves the authority to review the hiring or removal of a city employee and may overturn the hiring or removal of a city employee by the Mayor upon two-thirds majority of the total membership of the City Council.

(B) Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government and for advising and assisting the City Council in its deliberations. In connection with the latter responsibility, the City Council expects and requests the Mayor to furnish it with whatever data, information, and material it may need to properly carry out its functions in an informed manner.

The Mayor also has the principal responsibility to ensure that the city's administrative officers and department heads understand and obey all local, state, and federal laws pertaining to the city's operations, and when a violation of any law is discovered, that immediate disclosure is made to the City Council and proper and adequate disciplinary measures are taken against the responsible employee or employees.

The City Council also expects the Mayor to abide by the city's Code of Ethics, the City Council also expects the Mayor to require the city's administrative officers and department heads to abide by the city's Code of Ethics.

(C) City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. The Mayor's performance cannot be of the best unless he or she is given the latitude to exercise independent judgment in executing policies of the City Council. The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

It shall be understood that administrative authority for the management of the city rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to city personnel pertaining to the discharge of assigned duties, however, open communication between aldermen and city employees is encouraged and expected to guarantee sound decisions based upon the free flow of information.

2.20.14 CODE OF ETHICS

(A) General

Aldermen, other elected city officials and the city's administrative officers and department heads occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly must be subject to the scrutiny of public opinion both to the legality and to the propriety of such transactions.

(B) Conflict of Interest

Alderman, other elected officials and the city's administrative officers and department heads shall refrain from making use of special knowledge or information gained by virtue of their elected office or position before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors, and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny any of the above-mentioned of their legal rights and privileges available to all Jonesboro citizens.

(C) Responsibility to All Citizens

Aldermen, other elected officials and the city's administrative officers and department heads shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Aldermen, other elected officials and the city's administrative officers and department heads shall bear in mind at all times their responsibility to all Jonesboro citizens, shall refrain from actions benefiting special interest groups at the expense of the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, sex, or the economic or social position of individual citizens.

(D) Responsibility to Disclose

In an effort to allow the public full knowledge of financial and personal interests, Aldermen and other elected city officials are expected to file an annual statement of financial interest as required in Ark. Code Ann. 21-8-701. Aldermen, other elected officials and the city's administrative officers and department heads are also expected to disclose all real estate holdings within the city limits of Jonesboro and any business or financial interest which could affect or be affected by decisions of the City council, other elected city officials or the city's administrative officers or department heads. This language shall be interpreted to include real estate holdings and business or financial interests held by the individual, his/her spouse, children, parents or siblings or beneficial interests in a partnership, corporation or any other legal entity.

Aldermen, other elected officials and the city's administrative officers and department heads shall also disclose any familial relationships with any other city official or employee which could affect or be affected by decisions of the City Council, the Mayor, a city administrative officer or department head.

The financial and familial disclosures should be made in writing and filed with the City Clerk before February 1st of each year; any changes in disclosure information during the year must be filed with the City Clerk's office within 30 days of such change.

No non-elected city officials and employees are required to include his or her home address on disclosure documents. per Act 213 of 2003 (A.C.A 25-19-105)

2.20.15 CITIZEN COMMITTEES

(A) Authorization by the City Council

The City Council may authorize citizen advisory boards, committees, and commissions to assist the City Council in discharging its responsibilities more effectively. Authorization will be made by a majority vote of the City Council

(B) Selection Guidelines

The Mayor shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final City Council approval. The objectives of the selection process shall be as follows:

- To provide a broad cross-section of qualified individuals for service on the appointed bodies
- To provide an opportunity for participation in city affairs by interested citizens, and
- To provide a means for involvement of all City Council members in the selection process.

The City Council will act officially on all appointments in public session.

(C) Vacancy Policy for Boards and Commissions

In cases in which this ordinance is not in conflict with state or federal law, any city board or commission position which term has expired for a period longer than 60 days shall be declared vacant.



Text File

File Number: ORD-08:105

Introduced: 12/11/2008

Current Status: Third Reading

Version: 1

Matter Type: Ordinance

title

AN ORDINANCE TO AMEND TITLE 14 KNOWN AS THE ZONING ORDINANCE PROVIDING FOR THE CHANGE IN ZONING BOUDARIES

body

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

Section 1. That Title 14 known as the Zoning Ordinance of the City of Jonesboro be amended by the change in zoning district boundaries as follows:

From Residential (R-1) to Commercial (C-3 L.U.O.) Specialty Retail Toy and Gift Shop, property described as follows: A part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 14 North, Range 4 East, more particularly described as follows: Commence at a point which is 30 feet South and 955 feet West of the Northeast corner of NW1/4 NW1/4, run thence West (N°89 44'W measured) 115 feet, run thence South (SO °01'W measured) 210 feet, run thence East (89 °44 'E measured) 115 feet, run thence North (NO °01'E measured) 210 feet to the point of beginning proper, SUBJECT TO the right-of-way of Parker Road off the North side thereof and all utility easements.

Section 2.

1. Future site redevelopment of the subject property shall be subject to MAPC review and approval with a limited and maximum 50% lot coverage.
2. That prior to any occupancy of the building by the subject applicant or use, proper building code compliance shall be met by the applicant through the final occupancy permit process.
3. That permanent screening (privacy fence or evergreen trees) shall be provided at the rear of the property to screen abutting residential.
4. That any outdoor storage shall be limited to the rear yard and shall be totally screened from view from the street and all abutting residential properties.
5. If and when abutting properties are redeveloped, consolidated curb-cuts access shall be implemented where at all possible.
6. All vehicular parking shall be properly surfaced and meet code requirements for impervious surfacing.
7. No off-premise billboard signage shall be permitted on the property. All other on-premise signage shall satisfy the minimum standards of the effective sign ordinances.
8. That the addition of a drive in the rear yard be limited only as private access in the rear for the employees only.

City Council

Staff Report – RZ08-27: Mary Horne- 627 Parker Rd.

Huntington Building - 900 W. Monroe

For Consideration by the Council on Tuesday, December 16, 2008

REQUEST: To consider rezoning a parcel of property containing approx. 0.55 acres more or less.

PURPOSE: A request for rezoning from R-1 Residential to C-3 Limited Use Overlay for a Specialty Retail Toy and Gift Shop use.

OWNER: Frances Holt, St. Bernards Village #311, Jonesboro, AR

APPLICANT: Mary Horne, 405 Huntcliff Dr., Jonesboro AR.

LOCATION: 627 W. Parker Rd., Jonesboro, AR (Approx. 230 ft. east of S. Culberhouse)

SITE DESCRIPTION:
 Tract Size: Approx. .55 acres
 Frontage: Approx. 115 ft. +/- (Parker Rd.)
 Topography: Flat; Gradually sloping northward
 Existing Dvlpmt: Residence

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Highway / Residential
South:	R-1	SF Residential
East:	R-1,C-3	SF Residential, Commercial
West:	R-1	SF Residential

HISTORY: None.

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

COMPREHENSIVE PLAN/ FUTURE LANDUSE MAP

The 1996 Comprehensive Plan Future Land Use Map (page 24) shows the area recommended as Thoroughfare Commercial. Because of its proximity to the Interstate system this property is most suited for commercial. This property and vicinity is pending a restudy on the land use map by the Land Use Advisory Committee, and in all probability will remain recommended as commercial.

Pertinent Zoning Ordinance sections include Section 14.44.05(b), ‘change in District Boundary’, beginning on page 104.

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

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

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

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

Findings:

The applicant is requesting a rezoning to allow a Specialty Retail Toy and Gift Shop use in an existing structure. The zoning plat shows the existing structure on the property which is a residential structure. This structure would be better utilized as a neighborhood scale commercially used structure, demanding limited vehicular and customer traffic. Measures can be taken with a limited use overlay to assure compatibility.

Controls which would preserve the residential character of the area, as well as buffering of abutting residential properties, while reducing any lighting, noise or negative impacts such as excessive deliveries and traffic will have to be demonstrated and addressed by the applicant.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Mary Horne should be reviewed and recommended for approval based on the observations above. In the Case of RZ-08- 27, a request is hereby submitted as a request to rezone property from R-1 to C-3 L.U.O. Neighborhood Commercial Limited Use Overlay- Specialty Retail Toy and Gift Shop, recommended by the MAPC to Council, with the following conditions:

1. Future site redevelopment of the subject property shall be subject to MAPC review and approval with a limited and maximum 50% lot coverage.
2. That prior to any occupancy of the building by the subject applicant or use, proper building code compliance shall be met by the applicant through the final occupancy permit process.
3. That permanent screening (privacy fence or evergreen trees) shall be provided at the rear of the property to screen abutting residential.
4. That any outdoor storage shall be limited to the rear yard and shall be totally screened from view from the street and all abutting residential properties.
5. If and when abutting properties are redeveloped, consolidated curb-cuts access shall be implemented where at all possible.
6. All vehicular parking shall be properly surfaced and meet code requirements for impervious surfacing.
7. No off-premise billboard signage shall be permitted on the property. All other on-premise signage shall satisfy the minimum standards of the effective sign ordinances.
8. That any addition of a drive in the rear be limited to private use only.

Respectfully Submitted to Council,

Otis T. Spriggs, AICP
 Planning and Zoning Director

Site Photographs



View looking East on W. Parker Rd.



View looking West on W. Parker Rd.



View looking South from Site @ HWY. 63



View looking south at Project Site



View looking southeast of the project site at abutting neighbors



View looking West towards S. Culberhouse

DESCRIPTION OF SURVEY FOR: Holt Trust

OF: 627 West Parker Road
Jonesboro, Arkansas

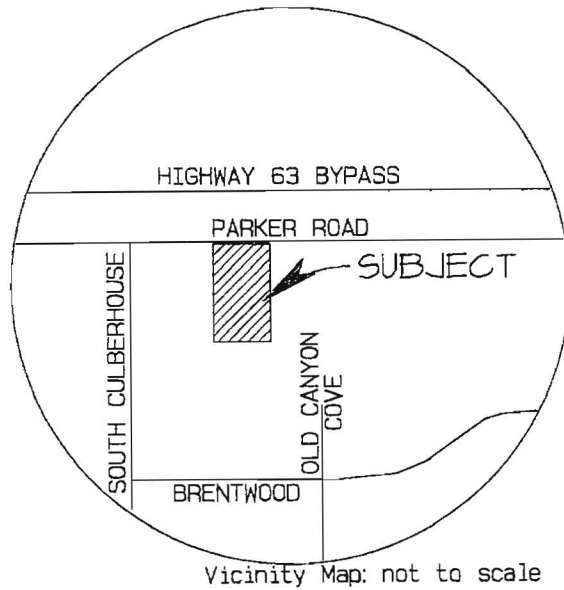
The following described lands in Craighead County, Arkansas, to-wit:
A part of the Northwest Quarter of the Northwest Quarter of Section 31,
Township 14 North, Range 4 East, more particularly described as follows:
Commence at a point which is 30 feet South and 955 feet West of the
Northeast corner of NW1/4 NW1/4, run thence West (N89°44'W measured) 115
feet, run thence South (S0°01'W measured) 210 feet, run thence East
(S89°44'E measured) 115 feet, run thence North (N0°01'E measured) 210 feet
to the point of beginning proper, SUBJECT TO the right-of-way of Parker
Road off the North side thereof and all utility easements.

HIGHWAY 63 BYPASS

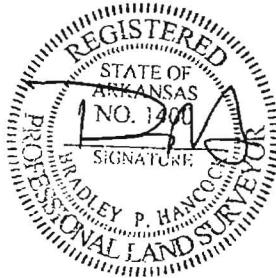
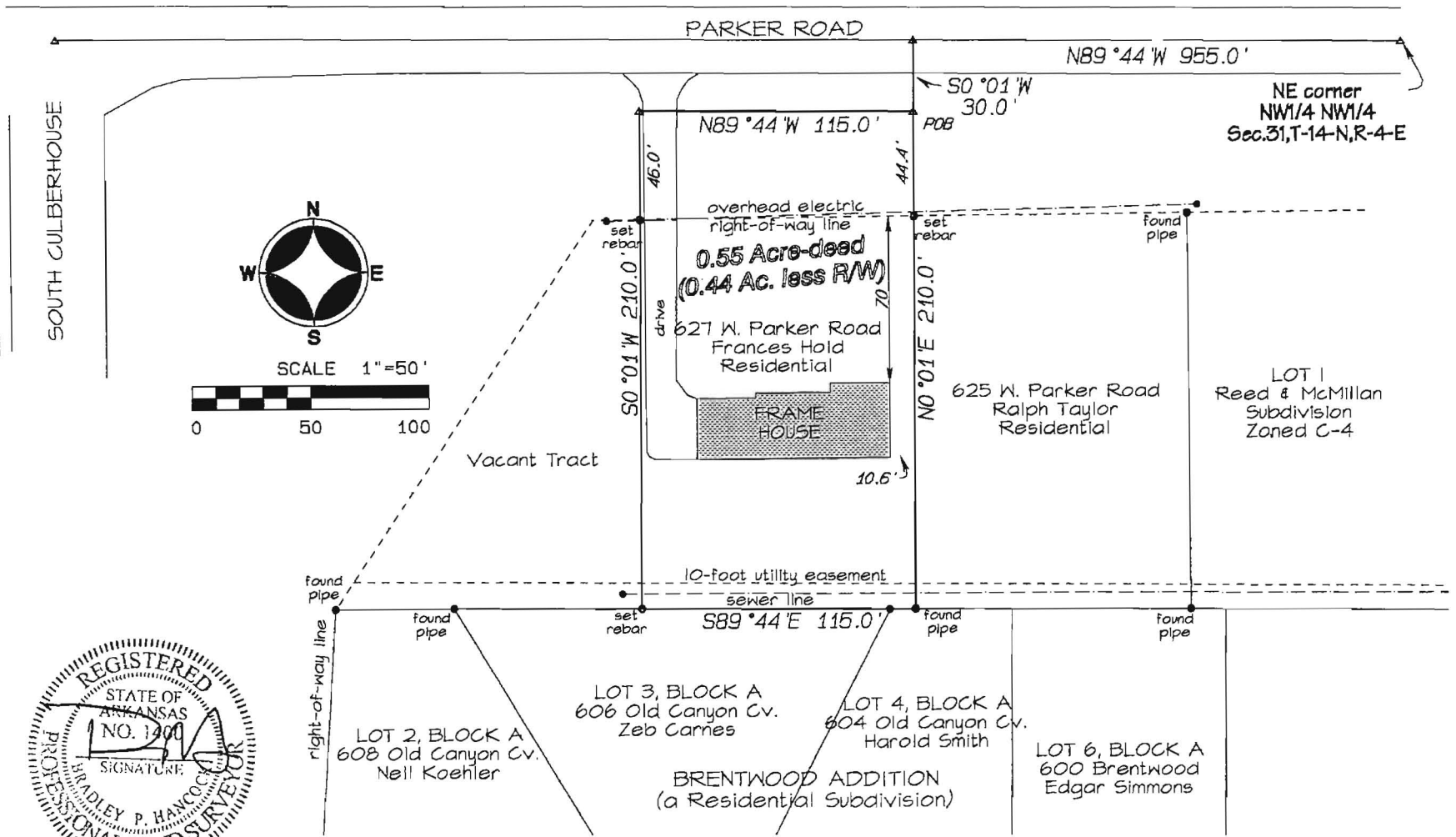
Notes:

- 1.) Bearings from GPS observation.
- 2.) Improvements are as shown.

Dated: December 3, 2008



Bradley P. Hancock
Surveying & Mapping
120 North Second Street
Paragould, Arkansas





METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Application for a Zoning Ordinance Map Amendment

Date Received: 11-10-08
Case Number: RZ-08-21

LOCATION:

Site Address: 627 W PARKER ROAD

Side of Street: W between S. CULBERHOUSE and HARRISBURG ROAD

Quarter: N Section: 31 Township: 14 Range: 04

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

SITE INFORMATION:

Existing Zoning: R1 Proposed Zoning: C3-LU / SPECIALTY Toy + gift sh.

Size of site (square feet and acres): 115'x20' .55 acres Street frontage (feet): 115'

Existing Use of the Site: vacant • residential

Character and adequacy of adjoining streets: appropriate for commercial

Does public water serve the site? yes

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

Does public sanitary sewer serve the site? yes

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

Use of adjoining properties:

North HWY 63 - Bypass

South zoned residential

East zoned residential • for sale probable commercial

West zoned residential • for sale probable commercial

Physical characteristics of the site: commercial zoning is best suited use/purpose for this property; not desirable as residence; well drained; aesthetic location for commercial; commercial

Characteristics of the neighborhood: zoning is the primary use of property in the area (ie. Vetcare, First Care, Home Depot, Sonic.) Established as a commercial community.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

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

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

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

Owner of Record:

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

Name: Frances Holt
 Address: St Bernard's Village # 311
 City, State: Jonesboro AR ZIP 72401
 Telephone: 935-2836
 Facsimile: -
 Signature: Frances m Holt

Applicant:

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

contracted buyer

Name: MARY A HORNE
 Address: 405 HUNTCLEFF
 City, State: JONESBORO AR ZIP 72404
 Telephone: (870) 933-8726 or (870) 275-1453
 Facsimile: (870) 933-2555
 Signature: [Handwritten Signature]

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

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

(1). How was the property zoned when the current owner purchased it?

The property is currently zoned R1

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

The purpose of rezoning is to accommodate a retail, established business.

(3). If rezoned, how would the property be developed and used?

The property would be modified and improved to accommodate & utilized as a retail business.

4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

The density/intensity of the development would not have a significant change in structure.

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?

(6). How would the proposed rezoning be the public interest and benefit the community?

This property is currently vacant and would be within the community expectations of commercial property

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

This proposed rezoning is compatible within the zoning and usage of surrounding areas.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

No yes, because it is currently zoned R1.

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

The proposed rezoning would not have a negative impact on the surrounding property. The retail business to occupy the building is very low impact, standard daytime hours of operation, and would be normal and customary with the usage of the surrounding properties.

10). How long has the property remained vacant?

The property has been vacant for *10 mths - on market for 1.5 years*

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

The proposed rezoning would have very low impact.

(12). If the rezoning is approved, when would development or redevelopment begin?

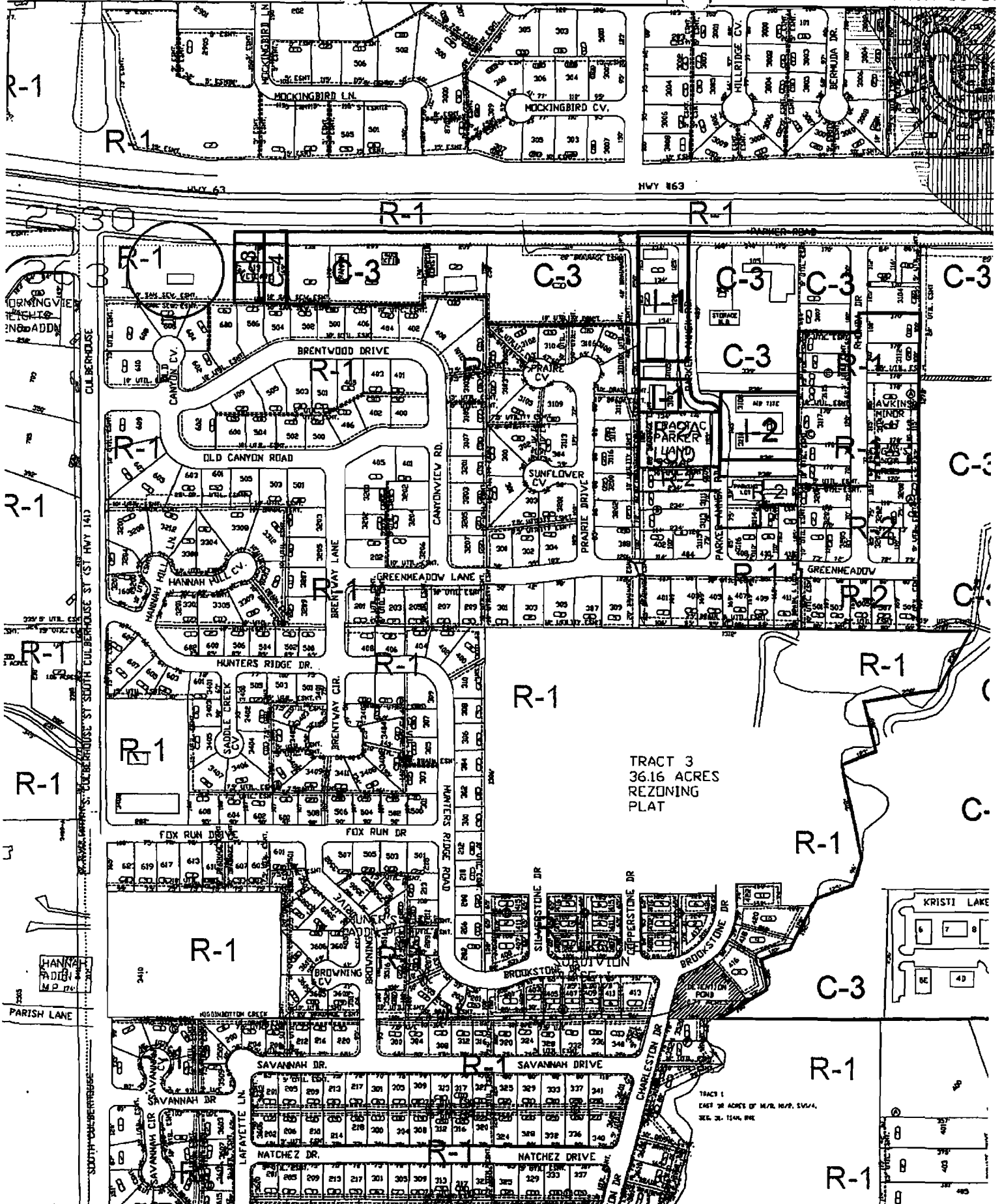
Redevelopment would begin immediately following rezoning approval.

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

The property adjacent to this proposed rezoning request is currently listed for sale and is marketed as a potential commercial site.

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

specialty retail toy & gift shop.



TRACT 3
36.16 ACRES
REZONING
PLAT

TRACT 1
EAST 36 ACRES OF NW/4, NW/4, SW/4,
SEC. 30, T14N, R04E